

shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid, and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

- (1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or
- (2) By unit prices stated in the Agreement or subsequently agreed upon; or
- (3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. 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 Field Directive, a Change Order, or a Work Directive Change, as the case may be. 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). A Work Directive Change may not change the Contract Sum 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 Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. 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, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (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 Architect/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.

5.12 Form of Proposed Changes. 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. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. 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. 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. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. **Reporting.** On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. In the event that Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents 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. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. 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.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

- (1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.
- (2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the

drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

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

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

- (1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;
- (2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;
- (3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;
- (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;
- (5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and
- (6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

- (1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

- (2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;
- (3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
- (4) 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;
- (5) Advise on or issue directions as to safety precautions and programs in connection with the Work;
- (6) Authorize Owner to occupy the project in whole or in part; or
- (7) Participate in specialized field or laboratory tests.

**ARTICLE VIII
RESOLUTION OF DISAGREEMENTS;
CLAIMS FOR COMPENSATION**

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

- (1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

- (2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.
- (3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.
- (4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.
- (5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.
- (6) The rendering of a decision by Owner 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 exercise 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.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code of Laws, subject to an administrative hearing process as provided in Section 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code of Laws shall be the final and conclusive County decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

**ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS**

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

**ARTICLE XI
PUBLIC CONTRACT LAWS**

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal

employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the County Administrator or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

**ARTICLE XII
FORCE MAJEURE, FIRE OR OTHER CASUALTY**

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying it's actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to

complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

- (1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;
- (2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and
- (3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of _____, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the

Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and 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 Architect/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.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/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.

L. 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 Architect/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.

M. 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 and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date 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. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its

insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project 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 Project 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 Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its County Administrator or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. 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 Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) 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 Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A
Title(s) of Drawings

None

Exhibit B
Title(s) of Specifications

Project Manual (dated October 20, 2015)..... **35 pages**

EXHIBIT "C"
AFFIDAVIT OF NO CONFLICT

COUNTY OF _____,

STATE OF _____,

BEFORE ME, the undersigned authority, this day personally appeared,
_____, a principal with full authority to bind
_____ hereinafter the "Lessee"), who being
first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Lessee to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement for

Signature

Print Name

SUBSCRIBED to and sworn before me this ____ day of _____, 20__.

[Notary Seal]

Notary Public

My commission expires: _____

Notary Signature

Print Name

Personally Known _____ or Produced Identification
Type of Identification Produced _____

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

Exhibit F
Standard Forms

- 1—Application for Payment
 - 2—Certificate of Substantial Completion
 - 3—Final Reconciliation / Warranty / Affidavit
 - 4—Change Order
 - 5—Public Construction Bond Form
-

APPLICATION FOR PAYMENT

Request No.: _____ Project No.: _____
 Purchase Order No.: _____
 County Bid No.: _____
 Consultant: _____

Project: _____
 From: _____ To: _____

CONTRACT PAYMENT SUMMARY

Original Contract Amount:			\$	-
Change Order(s):			\$	-
Change order summary:				
Number	Date Approved	Additive	Deductive	
SUBTOTALS:		\$	-	\$
Net change order subtotal (Additive less Deductive):			\$	-
Current Contract Amount (CCA): (Original Amount + Change Order(s))			\$	-
	Previous Status	Total WIP		
Value of the Work in Place (WIP)	\$	-	\$	-
Value of Stored Materials	\$	-	\$	-
Total Earned (\$ and % of CCA)	\$	-	\$	-
Retainage (\$ and % of CCA)	\$	-	\$	-
Net Earned (Total earned minus retainage)			\$	-
TOTAL PREVIOUS PAYMENTS			\$	-
AMOUNT DUE THIS PAYMENT (Net Earned minus Previous Payments)			\$	-

CONTRACTOR'S AFFIDAVIT OF NOTICE

CERTIFICATE: The undersigned CONTRACTOR certifies that all items and amounts shown on this Application for Payment are on account of work performed, materials supplied and/or materials stored on site and paid for by Contractor in accordance with the Contract Documents with due consideration for previous Payment(s), if any, received by the Contractor from the County, and that the Amount Due this Payment shown is now due.

NOTARY:

CONTRACTOR:

State of Florida, County of _____

 Name of person authorized to sign Affidavit of Notice

Sworn to (or affirmed) and subscribed before me
 this _____ day of _____ by

 TITLE

 (Name of person giving notice)

 Contractor name, address and telephone no.:

 (Signature of Notary Public - State of Florida)
 Print, Type or Stamp Commissioned Name of
 Notary Public:

Personally Known _____ or Produced Identification _____
 Type of Identification Produced: _____

VERIFICATION, RECOMMENDATION, CONCURRENCES AND APPROVALS

(Signatures)

(Date)

Quantities verified by: _____

Consultant/Engineer: _____

Project Management: _____

Department Head: _____

Payment approved by the
 Board of County Commissioners: _____

Attested to by the Clerk of Circuit Court: _____

**FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION
AND CONTRACTOR'S AFFIDAVIT**

Project Title: _____	Date Submitted: _____
Contractor Data: Name: _____ Address: _____ City/State/Zip: _____	Project No: _____
	Warranty (months): _____

This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated _____ as amended, and acts as an addendum thereto.

It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct and that the amount of \$ _____ including retainage is due to the CONTRACTOR, that no claims are outstanding as between the parties, and that the above stated sum represents the entirety of monies owed the CONTRACTOR.

It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____

As (title) _____ for CONTRACTOR, I have authority to bind said CONTRACTOR, and as such make this final reconciliation, declaration and affidavit for the purpose of inducing Manatee County to make final payment to CONTRACTOR for work done at/upon _____ under said contract:

CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.

CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.

CONTRACTOR has paid for all required permits in connection with this construction project.

All laborers, material, men, suppliers, subcontractors and service professionals who worked for and/or supplied materials, equipment and/or services to the CONTRACTOR under this construction contract have been paid in full.

(Affiant Signature)

NOTARY:

State of Florida, County of _____, Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by _____ (person giving notice).

Signature of Notary Public - State of Florida: _____

Print, Type or Stamp Commissioned Name of Notary Public: _____

Personally Known or Produced Identification

Type of Identification Produced _____

CONTRACT CHANGE ORDER (For Adjustment Amounts < \$1,000,000.)		Change Order No.:	
PROJECT:		Contract Amount: (Present Value)	
		Project Number:	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.			
		TOTAL DECREASE:	TOTAL INCREASE:
Contractor: _____ Address: _____ City / State: _____ Contractor Signature: _____ Date _____		THE NET CHANGE OF ADJUSTS THE CURRENT CONTRACT AMOUNT FROM TO	
RECOMMENDATION, CONCURRENCES AND APPROVALS			
	SIGNATURES	DATE	
Consultant / Engineer	_____	_____	
Project Manager:	_____	_____	
Division Manager:	Jeff Streltmatter III, P.E., Project Management Division Manager	_____	
Manatee County	Melissa M. Wendel, CPPO, Purchasing Official Authority to execute this contract per Manatee County Code, Chapter 2-26, and per the delegation by the County Administrator effective 1/26/2009	_____	

CONTRACT CHANGE ORDER

Page 2 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

CONTRACT CHANGE ORDER

Page 3 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

CONTRACT CHANGE ORDER

Page 4 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

CONTRACT CHANGE ORDER

Page 5 (Continuation)

Change Order No:

Project Number:

NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
		DECREASE SUBTOTAL:	INCREASE SUBTOTAL:

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____
(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)

Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. 16-0607-DS with the County for the project titled Waterproofing and Sealing Manatee County Administration Building, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. 16-0607-DS, between Principal and County for construction of

Waterproofing and Sealing Manatee County Administration Building,
(Title of Project)

the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

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

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

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? Yes No

License #: _____

State of: _____

County of: _____

City of: _____

ATTACHMENT A
BIDDER'S QUESTIONNAIRE
(Submit in Duplicate)

The bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

1. Contact Information:

FEIN #: _____
License #: _____
License Issued to: _____
Date License Issued (MM/DD/YR): _____
Company Name: _____
Physical Address: _____
City: _____ State of Incorporation: _____ Zip Code: _____
Phone Number: () _____ Fax Number: () _____
Email address: _____

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 ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

4. Bidder is authorized to do business in the State of Florida: Yes No

For how many years? _____

5. Your organization has been in business (under this firm's name) as a

Is this firm in bankruptcy? _____

6. Attach a list of projects where this specific type of Work was performed.

BIDDER: _____

7. Is this firm currently contemplating or in litigation? Provide summary details.

8. 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.

9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.

BIDDER: _____

12. If any, list MBE/DBE (with Agreement amount) to be utilized:

13. What equipment do you own to accomplish this Work? (A listing may be attached)

14. What equipment will you purchase/rent for the Work? (Specify which)

15. List the following in connection with the surety which is providing the bond(s):

Surety's Name: _____
Address: _____

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

Agent's Name: _____
Address: _____

Phone: _____
Email: _____

BIDDER: _____

ATTACHMENT B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PROCUREMENT 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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner 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 Owner's Purchasing Official, 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 an 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 B
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

(Continued)

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 Owner's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Owner.

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 AGREEMENT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR 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.



Angelina M. Colonnese

CLERK OF THE CIRCUIT COURT AND COMPTROLLER OF MANATEE COUNTY

1115 Manatee Avenue West, Bradenton, Florida 34205 - Phone (941) 749-1800 - Fax (941) 741-4082
P.O. Box 25400, Bradenton, Florida 34206 - www.manateeclerk.com

ATTACHMENT D: E PAYABLES APPLICATION

Company name _____

Contact person _____

Phone number _____

Email Address _____

.....
FINANCE USE ONLY
.....

Open orders: YES or NO

PEID _____

CREATE DATE _____

CONFIRMED WITH _____
Name and phone number

IFAS _____

BANK _____

INITIALS _____

Revised: September 30, 2015

Return completed form to:

Via email to: lori.bryan@manateeclerk.com

Via fax to: (941) 741-4011

Via mail:

PO Box 1000

Bradenton, FL 34206

"Pride in Service with a Vision to the Future"

Clerk of the Circuit Court - Clerk of Board of County Commissioners - County Comptroller - Auditor and Recorder

PROJECT MANUAL

COATINGS AND SEALANTS PROJECT

KEG File: 13DS-1004.06
October 20, 2015

*Manatee County
Administration Building
Coatings
1112 Manatee Avenue West,
Bradenton, FL 34205*



Florida Certificate of Authorization Number 8371

St. Petersburg

Sarasota - Main Office

Ft. Lauderdale

Naples / Ft. Myers

Manatee County Administration Building Coatings

Manatee County Administration Building

1112 Manatee Avenue West

Bradenton, FL 34205

October 20, 2015 Revision

File: 13DS-1004.06

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07900	Joint Sealants
Division 09	Finishes
09900	Paints and Coatings

**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 Administration Building** and garage under the Contract Documents of which this Section is a part.
- B. It is intended of this Project Manual describe waterproofing of the pre-cast concrete exterior wall panels, exterior walls, installation of joint sealants and related work.
- C. The existing exterior wall system is comprised of architectural panels over concrete columns and beams with areas of stucco over masonry/concrete.
- D. During the progress of the Work, the buildings will be occupied and every effort shall be made to accommodate the occupants and building function including the phasing of Work, the scheduling of Work, the scheduling of any access to all areas as well as maintaining access to the building and parking garage structure.
- E. Silence 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.
- F. 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 building, driveways, roofs 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 on the occupants of noise, access, and interruption of function.
- E. CONTRACTOR shall provide temporary facilities for on-site storage of materials, glass, debris, etc. Facility locations will be provided by MANATEE COUNTY.

**SECTION 01010
SUMMARY OF WORK**

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.
- 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 and from existing drawings.
- B. Lump Sum Work shall include the following items:
 - 1. The CONTRACTOR shall document the condition of the building envelope prior to the commencement of the work and shall provide a report of their findings to MANATEE COUNTY. The CONTRACTOR shall protect the roof and any part of the existing building from damage while proceeding with the Work. The CONTRACTOR shall notify Manatee County of any damage to the roof during construction to MANATEE COUNTY immediately.

END OF SECTION 01010

**SECTION 01150
MEASUREMENT AND PAYMENT**

PART 1 – GENERAL

1.01 Scope

- A. The scope of work consists of preparation, sealant replacement and applying coatings at the exterior building envelope including, but not limited to, all areas previously coated.
- B. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- C. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, testing, restoration, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item contracted on a unit price basis will be determined upon completion of the construction and payment will be based on actual quantities. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

1.02 Estimated Quantities

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. Manatee County and Engineer do not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding or discrepancies because of such estimate of quantities. Final payment will be made only for satisfactory completed quantity of each item.

1.03 Work Outside Authorized Limits

- A. No payment will be made for work constructed outside the authorized limits of work.

1.04 Measurement Standards

- A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally, unless documented otherwise.
- B. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculation shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.
- C. Measurements of the completed work shall be in accordance with and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown in the contract documents.
- D. Measurements shall be in accordance with U.S. Standard Measures. The unit of liquid measure is the U.S. gallon.

1.05 Payment Items

- A. Lump Sum: Where payment for items is shown to be paid for on a Lump Sum basis, neither separate nor additional payment will be made for any item of work required to complete the fixed

**SECTION 01150
MEASUREMENT AND PAYMENT**

price items. Lump Sum items shall be complete, tested, and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the Lump Sum items.

- B. **Unit Price:** Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for the satisfactory completion of the work associated with the bid item, shall be considered to be included in the scope of the appropriate listed bid items.
1. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work:
 - a. Shop Drawings
 - b. Product Submittals
 - c. Product Samples
 - d. Product Testing
 - e. Clean up and miscellaneous work
 - f. Maintaining or detouring of vehicular or pedestrian traffic
 - g. As-built Record Drawings

PART 2 – DESCRIPTION OF BID ITEMS

1.01 General

- A. A general description of the bid items contained in the various Bid Sections are described below and are presented to indicate major categories of the work for purposes of comparative bid analysis and payment breakdown. All items of work referenced in the contract documents, plans, and specifications shall be included in the various fixed and unit prices in the Bid Form/Contract if not specifically included as a pay item on the Bid Form.
- B. **Duration of Prices –** Quoted prices accepted by Manatee County shall be held good and in effect until the Work is completed and accepted by Manatee County.
- C. **Bid Items –** Compensation for all equipment, tools, materials, labor, service, travel, and incidentals, and for doing the work and all other items required to complete the WORK in conformity with the Contract Documents shall be included in the payment provided in this Section unless specifically excluded. No other compensation will be made except for the items listed in the Bid Form. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contractor, and the cost therefore included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the CONTRACTOR and verified by the ENGINEER. No adjustment in prices will be made where any quantities provided in the item description vary from the actual quantities, unless the work described and shown in the Contract Documents has been modified by Manatee County.

Bid Item No. 1: Mobilization:

- a. The contract price paid shall be a lump sum price and include all work necessary to coordinate and administer all parts indicated in the approved drawings and specifications, including but not limited to overhead, submittals, permitting, record drawings, inspection fees and inspections.
- b. This price shall be inclusive per drawings and specifications for supervision and coordination of all personnel and trades assigned, and of the scheduling and coordinating of a full and complete project.

**SECTION 01150
MEASUREMENT AND PAYMENT**

- c. Payment for all work under this Bid Item shall be paid for as lump sum price work and in the amount shown in the Bid Form and will be made directly related to the percentage of the project completed. (i.e. 60% project completion equals 60% payment of General Conditions)
- d. Payment for any of Manatee County's requested changes in the work scope shall require authorization of Manatee County prior to the work being performed. This item is not to cover work outlined in the plans and/or specifications or for work incidental to the completion of the project as outlined herein, and shall only be used when directed by Manatee County.
- e. The contract price paid shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost.
- f. Payment for all work under this Bid Item shall be paid in the amount shown in the Bid Form and will be made at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager acceptance of, the Construction Schedule, the Contractor Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for this Bid Item shall be subject to retention in accordance with applicable contract requirements.

Bid Item No.2: Application of Sealants; Metal to Concrete:

- a. Measurement shall be per linear feet of sealant replacement.
- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.3: Application of Sealants; Metal to Metal:

- a. Measurement shall be per linear feet of sealant replacement.
- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.4: Application of Glazing Sealants; Metal to Glass:

- a. Measurement shall be per linear feet of sealant replacement.

**SECTION 01150
MEASUREMENT AND PAYMENT**

- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.5: Application of Sealants; Concrete to Concrete:

- a. Measurement shall be per linear feet of sealant replacement.
- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.6: Application of Coatings; Main Building and Sky Walk:

- a. Measurement shall be per square feet of coating application.
- b. Payment will be made for the actual square feet of coating applied including but not limited to surface preparation and application of new primers and coatings per Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.7: Application of Clear Sealer; Architectural Panels:

- a. Measurement shall be per square feet of sealant replacement.
- b. Payment will be made for the actual square feet of clear sealer applied including but not limited to surface preparation and application of new sealer per Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.8: Stucco Crack Repair:

- a. Measurement shall be per linear feet of stucco crack repairs.
- b. Payment will be made for the actual linear feet of stucco crack repairs performed including application of new per Section 07900, Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of

**SECTION 01150
MEASUREMENT AND PAYMENT**

PART 1 – GENERAL

1.01 Scope

- A. The scope of work generally consists of preparation, sealant replacement and applying coatings at the exterior building envelope including, but not limited to, all areas previously coated.
- B. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of the Contract Documents. Payment will be made based on the specified items included in the description in this section for each bid item.
- C. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, testing, restoration, equipment and incidentals necessary to complete the construction as shown on the Drawings and/or as specified in the Contract Documents to be performed under this Contract. Actual quantities of each item contracted on a unit price basis will be determined upon completion of the construction and payment will be based on actual quantities. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

1.02 Estimated Quantities

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. Manatee County and Engineer do not assume any responsibility for the final quantities, nor shall the Contractor claim misunderstanding or discrepancies because of such estimate of quantities. Final payment will be made only for satisfactory completed quantity of each item.

1.03 Work Outside Authorized Limits

- A. No payment will be made for work constructed outside the authorized limits of work.

1.04 Measurement Standards

- A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally, unless documented otherwise.
- B. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculation shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.
- C. Measurements of the completed work shall be in accordance with and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown in the contract documents.
- D. Measurements shall be in accordance with U.S. Standard Measures. The unit of liquid measure is the U.S. gallon.

1.05 Payment Items

- A. Lump Sum: Where payment for items is shown to be paid for on a Lump Sum basis, neither separate nor additional payment will be made for any item of work required to complete the fixed

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price items. Lump Sum items shall be complete, tested, and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the Lump Sum items.

- B. Unit Price: Separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for the satisfactory completion of the work associated with the bid item, shall be considered to be included in the scope of the appropriate listed bid items.
1. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work:
 - a. Shop Drawings
 - b. Product Submittals
 - c. Product Samples
 - d. Product Testing
 - e. Clean up and miscellaneous work
 - f. Maintaining or detouring of vehicular or pedestrian traffic
 - g. As-built Record Drawings

PART 2 – DESCRIPTION OF BID ITEMS

1.01 General

- A. A general description of the bid items contained in the various Bid Sections are described below and are presented to indicate major categories of the work for purposes of comparative bid analysis and payment breakdown. All items of work referenced in the contract documents, plans, and specifications shall be included in the various fixed and unit prices in the Bid Form/Contract if not specifically included as a pay item on the Bid Form.
- B. Duration of Prices – Quoted prices accepted by Manatee County shall be held good and in effect until the Work is completed and accepted by Manatee County.
- C. Bid Items – Compensation for all equipment, tools, materials, labor, service, travel, and incidentals, and for doing the work and all other items required to complete the WORK in conformity with the Contract Documents shall be included in the payment provided in this Section unless specifically excluded. No other compensation will be made except for the items listed in the Bid Form. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contractor, and the cost therefore included in the applicable contract price for the item to which the work applies. All measurements of work done will be made by the CONTRACTOR and verified by the ENGINEER. No adjustment in prices will be made where any quantities provided in the item description vary from the actual quantities, unless the work described and shown in the Contract Documents has been modified by Manatee County.

Bid Item No. 1: Mobilization:

- a. The contract price paid shall be a lump sum price and include all work necessary to coordinate and administer all parts indicated in the approved drawings and specifications, including but not limited to overhead, submittals, permitting, record drawings, inspection fees and inspections.
- b. This price shall be inclusive per drawings and specifications for supervision and coordination of all personnel and trades assigned, and of the scheduling and coordinating of a full and complete project.

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- c. Payment for all work under this Bid Item shall be paid for as lump sum price work and in the amount shown in the Bid Form and will be made directly related to the percentage of the project completed. (i.e. 60% project completion equals 60% payment of General Conditions)
- d. Payment for any of Manatee County's requested changes in the work scope shall require authorization of Manatee County prior to the work being performed. This item is not to cover work outlined in the plans and/or specifications or for work incidental to the completion of the project as outlined herein, and shall only be used when directed by Manatee County.
- e. The contract price paid shall include full compensation for the required 100 percent (100%) Performance Bond, 100 Percent (100%) Payment Bond, all required insurance for the project and the Contractor's mobilization and demobilization costs as shown in the Bid Form. Payment for mobilization shall not exceed 10 percent (10%) of the total Contract cost.
- f. Payment for all work under this Bid Item shall be paid in the amount shown in the Bid Form and will be made at one hundred percent (100%) of the indicated amount contingent upon the Contractor furnishing, and the Construction Manager acceptance of, the Construction Schedule, the Contractor Cost Breakdown, and proof of acquisition of all required bonds, insurance, and permits. Payment for this Bid Item shall be subject to retention in accordance with applicable contract requirements.

Bid Item No.2: Application of Sealants; Metal to Concrete:

- a. Measurement shall be per linear feet of sealant replacement.
- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.3: Application of Sealants; Metal to Metal:

- a. Measurement shall be per linear feet of sealant replacement.
- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.4: Application of Glazing Sealants; Metal to Glass:

- a. Measurement shall be per linear feet of sealant replacement.

**SECTION 01150
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- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.5: Application of Sealants; Concrete to Concrete:

- a. Measurement shall be per linear feet of sealant replacement.
- b. Payment will be made for the actual linear feet of sealant installed including but not limited to removal and disposal of all existing sealants, application of new sealants with all new joint sealants per Section 07900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.6: Application of Coatings; Main Building and Sky Walk:

- a. Measurement shall be per square feet of coating application.
- b. Payment will be made for the actual square feet of coating applied including but not limited to surface preparation and application of new primers and coatings per Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.7: Application of Clear Sealer; Architectural Panels:

- a. Measurement shall be per square feet of sealant replacement.
- b. Payment will be made for the actual square feet of clear sealer applied including but not limited to surface preparation and application of new sealer per Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

Bid Item No.8: Stucco Crack Repair:

- a. Measurement shall be per linear feet of stucco crack repairs.
- b. Payment will be made for the actual linear feet of stucco crack repairs performed including application of new per Section 07900, Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of

**SECTION 01150
MEASUREMENT AND PAYMENT**

the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project)

Bid Item No. 9: Miscellaneous Work, Clean up & Restoration:

- a. Measurement shall be lump sum price for miscellaneous work, clean up & restoration.
- b. The contract price paid shall include all minor modification items not included in the Bid which were unforeseen and necessary during the construction to provide a safe, complete project without changing the initial scope of the Work and without costly delays. Staging rentals, maintaining or detouring of vehicular or pedestrian traffic and all incidentals related to the Bid Item, such as miscellaneous work, related expenses, clean-up and restoration, temporary facilities, dumpster services, etc. or referenced by other Sections.
- a.

Bid Item No 10. Contingency Work:

- a. Payment for all work under this Bid Item shall be paid only at Manatee County's discretion in order to satisfactorily complete the project in accordance with the Bid Document. This Bid Item shall not exceed 10% of the Bidders Subtotal Base Bid. The Bidder shall calculate and enter a dollar amount for this Bid Item.

PART 3 – ADD ON BID ITEM

1.01 General

- A. This section includes requirements governing the Bid Add On. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other specification sections, apply to this Section and shall adhere to the following:
 1. The Bidder proposes the amount to be added to the Bid if the Add On item is accepted by Manatee County. Full compensation includes furnishing all labor, materials, tools, equipment restoration and incidentals and for doing all of the work involved with the Bid item in accordance with the Contract Documents, Plans and Specifications.
 2. Manatee County reserves the right to accept or reject the Add On, in any order, and to award or amend the Contract accordingly unless otherwise indicated in the Contract Documents.
 3. Acceptance or non-acceptance of the Add On by Manatee County shall have no effect on the Contract Time.
 4. Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
 5. Include as part of each alternate all labor, materials, tools, services, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate. Contractor shall execute accepted alternates under the same conditions as other Work of the Contract.

**SECTION 01150
MEASUREMENT AND PAYMENT**

ADD ON Bid Item No.10: Inclusion of the Exterior of the Parking Garage:

- a. Measurement shall be per square feet coatings including sealant.
- b. Payment will be made for the actual square feet of coatings and sealants applied including all applicable mobilization, profit and overhead and per Section 07900 and Section 09900 and to the satisfaction of the Engineer.
- c. Payment for all work under this Bid Item shall be paid for in the amount shown in the Bid Form and will be made directly related to the percentage of that portion of the project completed. (i.e. 60% of that portion of the project completion equals 60% payment of that portion of the project).

END OF SECTION

**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 Manatee County-Contractor Agreement.
- C. Assign each required submittal a sequential "Submittal Number" reflecting the chronological order in which the submittal is to be transmitted to Manatee County.
- 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 Manatee County'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 Manatee County 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 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 warranty to be provided.

1.03 Submittal Procedure

- A. Submittals are to be submitted directly to Manatee County to review and distribute.
- B. The Contractor on this project shall provide submittals in accordance with the requirements of this section and in accordance with the General Conditions. 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 Manatee County 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.

**SECTION 01300
SUBMITTALS**

- 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
 4. Name and Address of Manatee County
 5. Name and Address of Engineer
 6. Name and Address of General Contractor
 7. Name and Address of Subcontractor
 8. Name and Address of Supplier
 9. Name of Manufacturer
 10. Number and Title of Related Specification Section
 11. Drawing Number and Detail References as Necessary
 12. 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 stamps.
- 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 and Manatee County have 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. Manatee County and 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 the Engineer until the time the submittal is marked and forwarded or returned. Contractor shall allow sufficient mailing time for submittals.

**SECTION 01300
SUBMITTALS**

1.04 Proposed Products List

- A. Within five (5) days after date of Manatee County-Contractor 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.

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, cities, states, and zip codes 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 five (5) 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 the Engineer and Manatee County. Schedule shall be submitted at the time of the required pre-construction meeting. After review by the Engineer and 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 and 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 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.

C. Schedule of Values

- a. Contractor shall prepare and submit to Manatee County a Schedule of Values for review within five (5) 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.

**SECTION 01300
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 the Engineer 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 the Engineer to determine what amounts of funds Manatee County 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 the Engineer 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, Manatee County 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. Engineer will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. Manatee County's review of a separate item shall not indicate review of an assembly in which the item functions.
 7. Engineer'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

**SECTION 01300
SUBMITTALS**

informed Manatee County / the Engineer in writing of such deviation at the time of submission and Manatee County / the Engineer has given written approval to the specific deviation, nor shall Manatee County / the Engineer'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 / the Engineer 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

Five (5) Copies Required, Breakdown as Follows:

- One (1) copy – Engineer's office file
 - One (1) copy – Contractor's office file
 - One (1) copy – Field copy (Job Record)
 - One (1) copy – Supplier or Subcontractor
 - One (1) copy – Manatee County's office file
11. 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.
 - 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.

**SECTION 01300
SUBMITTALS**

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 Engineer.

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 Engineer for his use.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01300

**SECTION 07900
JOINT SEALANTS**

- E. Engineer of record or their designee shall perform ASTM C 1521-02a, Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints a minimum of two (2) times per drop no matter the height. A Failure of the test standard shall require the Contractor to remove and replace all sealant installed on the drop tested.

1.06 Delivery, Storage and Handling

- A. All Manufacturers' items must be factory labeled on the material or its container.
- B. Deliver products in original unopened containers with factory-installed Manufacturer's name, labels, product identification and batch numbers.
- C. Store and condition the specified products as recommended by the Manufacturer.
- D. Products shall remain in unopened containers until ready for use.

1.07 Submittals

- A. Submittals to be provided in accordance with Section 01300.
- B. Submittals by Contractor to Manatee County shall be made in a timely manner to cause no delay in the work.
- C. Submittals shall bear a stamp indicating review and approval by Contractor.
- D. Any deviations in the submittals from the requirements of the Project Manual shall be clearly identified in writing by Contractor.
- E. Approval by Manatee County / Engineer is required before beginning work affected by submittals.
- F. 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.
 2. 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 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 the warranty to be provided.

1.08 Special Guarantees

- A. Provide non-prorated labor and materials warranty, issued by Contractor and Product Manufacturer. Contractor shall obtain and provide maximum available manufacturer's warranty.
- B. Duration of warranty should be as follows:
1. Silicone sealants: minimum twenty (20) years from the date of final payment
 2. Urethane sealants: minimum five (5) years from the date of final payment
 3. Sonneborn 150 minimum ten (10) years from date of final payment

**SECTION 07900
JOINT SEALANTS**

PART 2 – PRODUCTS

2.01 Acceptable Manufacturers:

- A. The following manufacturers' offer products that may be incorporated into the Work subject to the submittal to Manatee County:
1. Sonneborn
 2. Sika
 3. Dow Corning
 4. Vulkem
- B. Requests for Substitutions to be included in the Contractor's bid shall be requested by the Contractor not less than seven (7) days prior to the bid due date.

2.02 Acceptable Products

A. Joint Backing

1. Closed-Cell/Soft Backer Rod for Joints Up To 2" in width BASF Closed-Cell Backer Rod and Soft Backer Rod Installed as directed.
2. Kool-Rod by W.R. Meadows Inc.
3. "Backerseal" by Emseal Joint Systems, Ltd. for joints over 1/2" width.

B. Bond Breaker

1. As recommended by the Manufacturer to suit application.

C. Color

1. At visible locations and in conjunction with moving joints, color shall match adjacent surfaces.
2. At permanently concealed locations, color may be other than that of adjacent surfaces.

D. Single Component: For use on doorsills, tracks, thresholds, and other concealed locations, not to exceed 1/2" in depth. ASTM C-920, Type S, Grade NS, Class 25, use NT, M, A, G and O.

1. Sonneborn NP-1 (concealed locations) or Ultra (areas exposed to ultraviolet rays)
 - a. Primer: Sonneborn Primer 733/Aluminum, metals typically non-porous or 766
2. Sika 1a
 - a. Primer: Sikaflex Primer/Primer necessary under certain conditions, verify with manufacturer.
3. Vulkem 116/Textured Moisture Cured Sealant
Primer: 171

E. Single Component, Cold Applied, Non-Sagging Silyl-terminated Polyether Sealant. For use on expansion joints with cover plates, window and sliding glass door perimeters. ASTM C-920, Type S, Grade NS, Class 100/50, use NT, M, G, A and O.

1. Sonneborn Sonolastic 150
 - a. Primer: Sonneborn Primer 2000/Porous Surfaces, 733/Aluminum, metals typically non-porous, fluorocarbon coatings such as Kynar 500, etc. 766/Glass..

**SECTION 07900
JOINT SEALANTS**

2. Vulkem 931
 - a. Primer: 171 or TremPrime Non-Porous Primer as necessary per substrate for Vulkem..
- F. Two Component Self Leveling or Non Sag: For use on control joints, isolation joints, horizontal and vertical expansion joints forming cants at intersections of vertical surfaces in conjunction with waterproofing system, routed cracks, and sealing perimeter joints of penetrations. ASTM C-920, Type M, Grade NS, Class 25, use NT, T, M, G, A and O.
 1. Sonneborn NP-2
 - a. Primer: Sonneborn Primer 733 or 766 as listed above for Sonneborn..
 2. Sikaflex 2c, NSSikaflex 2c/
 - a. Primer: Sikaflex Primer,# 260 for Metallic and Plastic Substrates, Sikaflex # 429, Concrete Masonry, EIFS, Wood, Sikaflex Primer # 449 for PVC, Solvent Based Coatings and Most Plastic Products..
 3. Vulkem 227 Two-Part Gun Grade Polyurethane Sealant
 - a. Primer: 171-Porous Surfaces Under Urethanes
 - b. Primer: TREMprime Non-Porous Primer
- G. Single Component, Cold Applied, Non-Sagging Silicone Sealant: For use on metal to metal and glass to metal connections. ASTM C-920, Type S, Grade NS, Class 25, use NT, M, G and A.
 1. Dow Coming 795 Silicone
 - a. Primer – None. Use oil-free solvent wipe..
 2. Vulkem Spectrem 3 Silicone Sealant
 - a. Primer: Tremco Primer Tremprime Silicone Porous Primer –Porous Surfaces.

PART 3 – EXECUTION

3.01 Joint Preparation

- A. The Contractor shall notify Engineer when work is complete and ready for inspection.
- B. Verify surfaces and joint openings that are ready to receive work. All joints shall be uniform in width and shall be 1/4" minimum thickness unless otherwise noted.
- C. Provide saw-cut or smooth edged joints configured to limit joint movement to +/- 25%.
- D. Provide sealant joint width to depth ratio of approximately 2:1.

3.02 Surface Preparation

- A. Prepare joints to receive joint sealers in accordance with Manufacturer's recommendations.
- B. Protect existing adjacent work from damage during application.
- C. Clean and prime joints following Manufacturers' specifications and recommendations.
- D. Remove loose materials and foreign matter that might impair adhesion of sealants.
- E. Verify that joint backing and release tapes are compatible with sealants.
- F. Abrade surfaces as required to ensure bond to surfaces.

3.03 Installation

**SECTION 07900
JOINT SEALANTS**

- A. All products shall be installed in strict accordance to all Manufacturers' recommendations.
- B. Install joint backing rod to achieve a neck dimension no greater than one-half the joint width.
- C. Measure joint dimensions and size materials to achieve the Manufacturer's required width/depth ratio.
- D. Install bond breaker tape where joint backing is not used.
- E. Install sealants in strict accordance to Manufacturers' specifications and recommendations.
- F. Install sealants free of air pockets, foreign embedded matter, ridges and sags.
- G. Tool sealants using appropriate sized spatula. Finger tooling is not acceptable.
- H. Areas adjacent to joints may be masked to insure neat sealant lines. Do not allow masking tape to touch clean surfaces on which sealant is to adhere
- I. Protect sealants until cured.
- J. Removal and replacement of previously installed sealant systems.
 - a) Windows – Metal/Aggregate Panel Joint
 - i At the window perimeters, existing sealants shall be completely removed and replaced using one-part urethane sealant. Sealant shall be tooled to insure proper adhesion and aesthetic appearance.
 - b) Windows – Metal/Glass Joints
 - i Completely remove existing sealants.
 - ii Solvent clean joints using a two step process. Clean joint using a clean, non-lint producing rag and denatured alcohol wipe followed by a second clean rag and denatured alcohol wipe. Exercise care to obtain a clean substrate in order to insure proper adhesion of the new sealant to the substrate.
 - iii Install correct size bead of structural silicone sealant at the metal to glass joint. Tool sealant to insure proper adhesion and aesthetic appearance.
 - c) Windows – Metal/Metal Joints
 - i Completely remove existing sealants.
 - ii Solvent clean joints using a two step process. Clean joint using a clean, non-lint producing rag and denatured alcohol wipe followed by a second clean rag and denatured alcohol wipe. Exercise care to obtain a clean substrate in order to insure proper adhesion of the new sealant to the substrate.
 - iii For joints where sealant must bridge metal-to-metal butt joints install masking tape on both sides a minimum of ¼" from the edge of the joint. Install bond breaker tape over joint where necessary to provide for thermally induced lateral movement of the substrate.
 - iv Install correct size bead of structural silicone sealant to all metal-to-metal joints. Tool sealant to insure proper adhesion and aesthetic appearance. Remove masking tape from completed joint.
 - d) Pre-Cast Concrete Panel-to-Panel Joints- Cementitious to Cementitious Joints
 - i Completely remove existing sealants at joints.
 - ii Mechanically grind and brush blast edges of joint to remove residual sealant.
 - iii Blow out joint with compressed air to remove all dust and contaminants.

**SECTION 07900
JOINT SEALANTS**

- iv. Prior to applying primers, joint shall be wiped down using a two step process. Wipe the joint using a rag with solvent followed by a wipe with a clean, dry rag to remove all deleterious materials from the joint.
- v. Apply primer and install correct size closed cell backer rod to control the depth of the sealant and to prevent three-sided adhesion.
- vi. Fill joint with polyurethane sealant. Tool sealant to insure proper adhesion and aesthetic appearance.

3.04 Adjustment and Cleaning

- A. Clean adjacent soiled surfaces.
- B. Repair or replace damaged, defaced, or disfigured sealants as recommended by the Engineer and/or by specific Manufacturer.

END OF SECTION 07900

**SECTION 09900
PAINTS and COATINGS**

PART 1 – GENERAL

1.01 Summary

- A. This Section specifies materials and procedures for installation of paint coatings.
- B. The intent of this specification is to provide a premium level paint coating system for this project. Should Contractor or the coating manufacturer determine that the coating system is below the standard as intended by this specification, Contractor shall notify Engineer in writing prior to submitting bid.
- B. The procedures specified in this Section shall constitute minimum requirements. Where manufacturer's required procedures are more stringent than those contained within this Section, notify Engineer for further direction.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or area. If color or finish is not designated, the Owner will select these from standard colors available for the material systems specified.

1.02 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.
- B. Section 07900 – Joint Sealants

1.03 References

- A. ASTM D4258/05 – Surface Cleaning Concrete for Coating
- B. ASTM D4259/06 – Abrading Concrete
- C. ASTM D4261/05 – Surface Cleaning Concrete Unit Masonry for Coating

1.04 Areas to be Coated

- A. Inclusions: including but not limited to the exterior and/or exposed surfaces of walls, architectural panels, exterior columns, connecting bridge (sky walk), copings, flashings, service doors, planters, penthouse, ceilings, etc. The Intent of this section is to paint the entire exterior of the building and structures.

- 1. All concrete masonry/stucco to include roof top projections, previously painted.
- 2. All concrete masonry/ stucco areas, previously painted.
- 3. All service doors and frames.

Alternate: Include Garage Exterior

- B. Exclusions:

- 1. Interior Spaces
- 2. The garage interior areas, piping, floors, columns, walls and ceilings.
- 3. Stairwells
- 4. Other Areas if listed by owners at time of Pre-Bid Conference.

1.05 Project Conditions

- A. Follow manufacturer's recommendations regarding ambient weather conditions and other additional installation information.

**SECTION 09900
PAINTS and COATINGS**

- B. Provide adequate ventilation, lighting, and other safety equipment as well as a clean, potable water supply as required by current OSHA standards.
- C. Maintain disposal area, preventing run-off into water supply, waterways or adjacent properties. Remove waste materials from site and dispose of according to applicable laws and regulations.

1.06 Quality Assurance

- A. A Pre-construction Conference will be held with the Owner's Representative, Engineer, Contractor, Job Superintendent, Subcontractors and Paint Manufacturer's Representative.
- B. The application of paint or coating to any surface shall constitute full acceptance of that surface by the Contractor. If any surface, both on the exterior or interior of this project, cannot be put in proper condition for finishing by customary pressure washing, sanding, cleaning and puttying operation, Contractor shall immediately notify the Engineer in writing or assume responsibility for substrate and rectify any unsatisfactory finish resulting in such application.
- C. Paint/Coatings Applicator: Company specializing in commercial painting and finishes with five (5) years documented experience. Contractor is to provide a reference list for verification.
 - 1. Weatherproofing Applicator: Company specializing in envelope weatherproofing paint/coating systems installation of vertical walls and includes the expertise in the removal/installation of high-performance sealants composed of moisture-cured urethanes, silyl-terminated polyether or structural grade silicone sealants.
 - 2. There shall be no one on this project that has less than three (3) years verifiable experience in their specific discipline, i.e., sealant mechanics, crack repair mechanics, concrete repair mechanics, paint/coatings applicators, surface preparation(s) mechanics, etc... Un-skilled labor may clean-up extraneous materials from stripping procedures only. If we find un-skilled workers performing any task other than clean-up, we will ask contractor to remove them from the project immediately.
- D. Follow manufacturer's recommendations regarding curing considerations and other additional quality control information.
- E. Products shall be installed exclusively by manufacturer-approved applicators who have demonstrated satisfactory completion of projects similar in scope to the Project.
- F. **MANDATORY: Job Standard:** Install a panel measuring approximately 100 square feet or as directed by Owner/Owner's Representative to establish a project standard of the specified primer/surface conditioner, (primer/surface conditioner may be tinted but must be lighter than the finish coat to an appreciable degree) and the finish coat(s). Project Standard must be observed and accepted in writing by Owner and Engineer before proceeding with the remainder of the application. Dry Film Thickness of the "Standard" will be verified by the Engineer, via ASTM D-4138. The Project Standard will be the basis for acceptance of the "system" for remainder of application. The Job Standard may include representative crack repair(s), specific procedure(s) determined by width/depth and an installed sealant joint installation with the correct width-to-depth ratio illustrated by the install.
- G. Protect adjacent surfaces and landscaping against damage.

1.07 Delivery, Storage and Handling

- A. Deliver products in original unopened containers with the manufacturer's name, labels, product identification, printed instructions, lot numbers and expiration dates of each component.
- B. Store and condition the specified products as recommended by the manufacturer.
- C. Products shall remain in unopened containers until ready for use.

**SECTION 09900
PAINTS and COATINGS**

1.08 Submittals

- A. Submittals by Contractor to Engineer shall be made in a timely manner so as to cause no delay in the work.
- B. Submittals shall be made in Accordance with Section 01300.
- C. Submittals shall bear a stamp indicating review and approval by Contractor.
- D. Any deviations in the submittals from the requirements of the Project Manual shall be clearly identified in writing by Contractor.
- E. Approval by Engineer is required before beginning work affected by submittals.
- F. Submittals required by this Section include the following:
 - 1. Manufacturer's current Data Sheets, Specifications and Material Safety Data Sheets for products used under this section.
 - 2. Finish and material schedules and installation locations, including all products to be installed under this Section.
 - 3. Statement of Manufacturer's recommended surface preparation procedure and Contractor's proposed surface preparation procedure.
 - 4. Provide a copy of the Contractor's Warranty that will be issued upon completion of the work.
 - 5. 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. The intent to Warrant and the Manufacturer's Warranty shall list the specific products and the specific warranty for each product.
 - 6. 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.

1.09 Special Guarantees

- A. Provide a minimum ten year (10), non-prorated labor and materials warranty, issued by Contractor and product Manufacturer for coatings on all substrates except ferrous metals and aluminum, which shall be warranted for three (3) years minimum.
 - 1. Warranty shall include blistering, peeling, loss of adhesion, un-uniform fade, excessive chalking, (ASTM) Guidelines and moisture intrusion due.
 - 2. Warranty must cover ordinary wear and tear of elements and defects due to faulty materials and workmanship.
 - 3. Make warranted repairs and/or replacements at no expense to the Owner.
- B. Other than the duration of the warranty, correction of defective items shall be as contained in Article 13 of the General Conditions.
- C. Paint Manufacturer: Furnish a ten-year (10) Manufacturer's Warranty against water intrusion and defects in materials and workmanship. Warranty shall cover all repairs required to maintain the building envelope in a watertight condition. Repairs shall be non-prorated. Owner reserves the right to repair should the damage occur due to acts of God or vandalism, without affecting the terms of the Guarantee.
- D. In conjunction with issuance of the above guarantee, include instructions detailing preventive maintenance required to maintain the guarantee, a list of substances which may damage the coatings, and specifications on repair of the coatings as may be accomplished by the Owner as specified above.
- E. Notify Manufacturer's authorized representative at least two weeks before start of work. Schedule minimum of three (3) job site visits by Manufacturer's authorized representative, first scheduled before application of product.

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PART 2 – PRODUCTS

2.01 Manufacturers

- A. Allowable manufacturers of products under this section include the following:
1. Benjamin Moore
 2. Scott Paint
 3. Porter/PPG Paints
 4. Sherwin Williams
 5. Evonik Protectosil
- B. In every instance the products chosen and submitted for approval for this specific project shall be installed to meet or exceed, (see below) the written recommendations included in the specific product's instructional data sheets. The vertical wall areas that are scheduled to be stripped shall receive a "high-build" non-elastomeric coatings system. All other areas that are not scheduled to be stripped shall conform to the standards listed below:
- At no time will any concrete masonry/stucco or wood finish coat be installed at less than 2.0 mils dry film thickness over the specified primer/sealer. Metal primers and finishes shall be installed as directed in the specific data sheets for that product. At no time will any primer or finish coat's DFT fall below the specified/recommended dry film thickness minimum. Clear sealers are not to be used on concrete masonry/stucco on any KEG projects. Pigmented sealers shall be used and the tints added to the sealer shall not constitute a match to the finish coat color. There must be a discernable difference in the sealer and the finish coat color.
- C. Manufacturer's representatives shall visit the site prior to Contractor's bid submittal to review the condition of the building's existing coatings system and unpainted substrates, determine surface preparation procedures and verify compatibility of existing and adjacent systems with specified systems.
- D. Manufacturer's representatives shall visit the site periodically (but not less than once per week) during coating installation to verify compliance with the manufacturer's recommendations.

2.02 Materials

- A. Provide manufacturer recommended products for the following applications that are compatible with the specified system and existing finishes as necessary:
1. Surface Conditioners.
 2. Primers.
 3. Primers for Ferrous Metals: All Manufacturers: If the Ferrous or Non-Ferrous Metal is in a Corrosion Cycle the Substrate Shall be Coated with a High-Build Surface Tolerant Epoxy Based Primers Installed to Achieve a Minimum of 5.0-10.0 mils DFT. The Specific Primer Shall be Compatible with Standard Acrylic/Solvent Borne Top Coats.
 4. Etching Primers for aluminum.
 5. Stain Killer for tannin acid bearing woods.
 6. Rust Stain Remover.
 7. Wood Filler, interior or exterior grade depending on application.
 8. Patching Compound, suitable for interior or exterior applications.
 9. Sealants: High-performance urethanes, Silyl-Terminated Polyether, or Construction Grade Silicone Sealants.
 10. Acrylic Coatings, High-Build Acrylics

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11. (Specialty Coatings) PPG Amercoat PSX 1001 Single Pack Acrylic Polysiloxane Coating for Substrates as Listed
12. Clear penetrating water repellent (Architectural Panels)
13. Solvent Cleaners.
14. Bond Breaker/Backer rod as necessary.

2.03 Finish Schedules:

A. Vertical Concrete Masonry/Stucco and Architectural Panels

1. Scott Paint:
 - a. Primer: Scott Paint # 692 Aquaseal Latex Surface Conditioner Pigmented.
 - b. Finish Coat: One coat of Scott Paint # 420 Ultra 100% Acrylic Velvet Supercoat.
2. Benjamin Moore:
 - a. Primer: Benjamin Moore Acrylic Masonry Conditioner 066-01 pigmented (one coat)
 - b. Finish: Benjamin Moore Super Spec Acrylic Low Luster N185 (One Coat)
3. Porter Paint:
 - a. Primer: PPG/ Porter Paints #4-808 Perma-Crete Interior/Exterior Acrylic Masonry Sealer Pigmented
 - b. Finish coat: PPG/Porter Paints #3939 PORTERSEPT Exterior Satin Acrylic House and Trim Paint (Seven Year Mold Mildew and Algae Warranty)
4. Sherwin Williams:
 - a. Primer: SW: Loxon Guide Coat Pigmented
 - b. Finish Coat: SW Super Paint/# 04 Series Exterior Acrylic Latex Satin.
5. Evonik, Protectosil:
 - a. CHEM-TRETE BSM 40 VOC penetrating water repellent (Architectural Panels)

B. Ferrous Metals: "Utility Type Doors/Frames", Pipes Without Pitting; NOTE: Any Ferrous Metals In An Advanced Corrosion Cycle (See Section 2.02, A.3 Above for Primer Requirements) All Miscellaneous Ferrous Metals Scheduled:

1. Benjamin Moore:
 - a. Primer: Benjamin Moore Super Spec HP Alkyd Metal Primer P06 (One Coat)
 - b. Finish: Benjamin Moore Super Spec HP Alkyd P22 Gloss or P24 Semi-Gloss (One Coat)
- 1a. Benjamin Moore:
 - a. Primer: Benjamin Moore Super Spec HP Acrylic Metal Primer P04 (One Coat)
 - b. Finish: Benjamin Moore Super Spec HP Acrylic DTM P28 Gloss or P29 Semi-Gloss (One Coat)
2. Scott Paint:
 - a. Primer: Scott Paint # 931 Encapsulon Industrial Surface Tolerant Epoxy Mastic Primer.
 - b. Finish Coat: One coat of Scott Paint # 7500 Scott-Thane Acrylic Aliphatic Gloss Enamel.

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3. PPG/ Porter Paints:
 - a. Primer: Ferrous Metal: PPG/Porter Paints # 6-208/#6-209 Speed Interior /Exterior Rust Inhibitive Steel Primer
 - b. Finish Coat: PPG/Porter Paints # 2749 Fast Dry Alkyd Commercial Industrial Enamel.
 4. Sherwin Williams:
 - a. Primer: SW Kem Kromik Universal Metal primer.
 - b. Finish Coat: SW Industrial Enamel HS Alkyd Gloss
- C. Service Door Frames, etc: System (1)
1. Scott Paint:
 - a. Primer: Scott Paint # 690 Aquaseal Latex Surface Conditioner Clear.
 - b. Finish Coat: One coat of Scott Paint #490 DTM Acrylic Urethane High Performance Satin Coating.
 2. Benjamin Moore:
 - a. Primer: Benjamin Moore Super Spec HP Acrylic Metal Primer P04 (One Coat)
 - b. Finish: Benjamin Moore Super Spec HP Acrylic DTM P28 Gloss or P29 Semi-Gloss (One Coat)
 3. PPG/Porter Paints:
 - a. Primer: PPG/Porter #94-258 MULTIPRIME Fast Dry 2.8 VOC
 - b. Finish Coat: PPG/Porter Paints #95-5000 Silicone Alkyd Enamel
 4. Sherwin Williams:
 - a. Primer: DIM 400W NT White Primer Bonder
 - b. Finish Coat: SW Industrial Urethane Alkyd Enamel
- D. Service Door Frames, etc: System (2)
1. PPG
 - a. Primer: Bare Metal: Amercoat #185HS
 - b. Finish: Amercoat PSX 1001 Single Pack Acrylic Polysiloxane Coating or Equal.

2.04 Colors

- A. Colors shall be as selected by Owner from Manufacturer's standard colors.

PART 3 – EXECUTION

3.01 Inspection

- A. Examine the areas and conditions under which painting work is to be applied and notify the Owner in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 Surface Preparation

- A. Prepare all surfaces in strict accordance with the manufacturer's written recommendations.

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- B. Contractor shall be responsible for completing testing necessary to determine necessary and/or unusual surface preparation requirements prior to submitting its Bid. Costs for all surface preparation, coating application, other work and materials under this Section shall be included in the Base Bid.
- C. Independent laboratory or other testing that may be required under this Section shall be at the Contractor's expense.
- D. Temporarily remove or protect items that are not to be coated under this Section including but not limited to switches, cover plates, receptacles, light fixtures, fans, emergency equipment, etc. Replace all removed items as Work is completed.
- E. Protect landscaping and areas below work that are susceptible to paint spillage or spatter.
- F. Power Washing:
 - 1. Wash surfaces with a high volume, high pressure 2500-3000 p.s.i. commercial grade water blasters with a minimum of 4.5 gallons per minute delivery.
 - 2. Use appropriate nozzle tip as recommended by Coating Manufacturer.
 - 3. Start at top and work down.
 - 4. Divide surfaces into smaller areas.
 - 5. Thoroughly spray each area horizontally and vertically, overlapping spray passes.
 - 6. Check surface for loose, peeling or flaking paint. If a standard (15/25 degree tip removes existing in-service paint/coatings, stop and switch tips to an oscillating tip and continue to prepare surfaces. Under no circumstance shall the contractor attempt to strip an area without letting the Engineer/Materials Technician know at the time of the procedure. No stripping allowance will be entertained unless the procedures outlined are followed.
 - 7. Repeat pressure washing procedure until sound, tight, surface remains. After the pressure washing procedures the existing in-service paint film(s) may curl up after dry cycle takes place. There shall be no curled edges remaining after preparations; no exceptions.
 - 8. Scrape and sand if necessary as per SSPC SP-3.
- G. Mildew Treatment:
 - 1. Remove mildew using household bleach solution and/or as recommended by the Coatings Manufacturer.
 - 2. Solution concentration and application method varies with degree of contamination, as follows:
 - a. No apparent contamination:
 - a) Apply one part household strength chlorine bleach to four parts water solution with low pressure spray.
 - b) Rinse and allow drying.
 - b. Light to moderate contamination:
 - a) Increase solution strength to one part household strength chlorine bleach to two or three parts water.
 - b) Allow solution to work for several minutes, rinse and allow drying.
 - c. Heavy contamination (i.e. hardier fungus varieties which appear as pink, yellow, etc., growth):
 - a) Apply either one part household strength chlorine to one part water, or one part swimming pool strength chlorine to three parts water.
 - b) Work solution into cracks, joints and textured surfaces with clean, stiff-bristle scrub brush.

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- c) Rinse and allow drying.
 - d) Re-apply solution, but do not rinse, maintaining sterile surface.
 - e) Workers should wear rubber gloves and safety goggles. Avoid skin contact and wash with soap and water when through.
- H. Sealing Chalk and Efflorescence:
- 1. Seal chalk and efflorescence using surface conditioner as recommended by the coatings manufacturer.
 - 2. Verify powder residue on surface is chalking due to weathering, alkalinity, efflorescence, or laitance. Localized powdery spots on cementitious surfaces usually indicate efflorescence or high alkalinity. A few drops of muriatic acid applied to the powdery surface will react to efflorescence by bubbling; no reaction to chalk.
 - 3. After pressure washing, mildew treatment, crack and joint repair; check several areas of each surface for chalk and efflorescence.
 - 4. Apply surface conditioner solution concentration and application method appropriate to degree of chalk remaining; determined as follows:
 - a. Light Chalk (#8, ASTM D4214-98, Test Method D659/Photographic Reference) trace amounts of black velvet or wet fingertips after rubbing.
 - b. Moderate Chalk (#6, ASTM D4214-98, Test Method D659/Photographic Reference) moderately covered with chalk after. Black velvet or wet fingertips after rubbing.
 - c. Heavy Chalk (#4 or #2 D4214-98 Test Method D659/Photographic Reference) with extraordinary amounts of chalk remaining. Black velvet or wet fingertips after rubbing.
 - 5. Apply surface conditioner solution with brush, roller, airless or pressure sprayer. For heavy chalk, work surface conditioner thoroughly into surface with brush.
 - 6. Allow to dry according to label directions before proceeding.
 - 7. Recheck for chalk after surface conditioner is dry.
 - 8. Topcoat surface conditioner within 7 days after overnight dry.
- I. Sealants:
- 1. Install in accordance with Section 07900.
 - 2. Weatherproof building exterior wall envelope from air and moisture infiltration by removing and replacing all existing sealants according to SWRI (Sealant Waterproofing Restoration Institute) and ASTM C1521-09, Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints: New sealant installs shall be tested for compliance.
 - 3. Install specified sealant at all transitions listed and to all transitions where they have been omitted previously, unless specifically excluded by Owner or Owner's representative in writing. This includes, but is not limited to: door, window and fixture penetrations and perimeters; windowsills, joints and perimeters of decorative stucco bands, quoins, joints at wall to wall, wall to floor and wall to ceiling junctures (i.e., inside corners created by changes in direction of joining surfaces); flashing details; control joints and between separating dissimilar materials at expansion joints, etc.; and work provided by others including attachments or intrusions when penetrating exterior coating system (i.e., downspouts, lightning protection systems, railings attached to sidewalls, etc.). "New" "Band-Aid" sealant installed over existing sealant is strictly forbidden.
 - 4. Prior to sealant application:
 - a. Cut old sealant with a electric caulk cutter only using caution not to damage the substrate and brush clean all residuals from the joint. Dispose

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of all cleaning residuals/old sealant, etc. in accordance with all local and state EPA/city/county requirements.

- b. Fit with backer rod or bond breaker (where necessary to control maximum depth of ½" and/or to prevent three (3) sided adhesion.
 - 5. Install specified sealant. Sealant must be installed according to the manufacturer's directions. All sealant must be installed to maintain the proper width to depth ratio. All sealant will maintain a minimum of ½" width and have a minimum of ¼" intimate contact with the prepared substrate(s).
 - 6. All sealant will be no more than ½" in depth or 1" in width except for multi-component high-performance sealant. Transitions that have anticipated movement or where sealant depth may exceed ½" will have bond breaker tape or backer rod installed to prevent three (3) sided adhesion.
 - 7. Expansion joints will use specified two part urethane sealants and will be installed only after proper mixing procedures. If color pack is used the Engineer will approve the color prior to installation. All sealant details will be tooled immediately after installation with the correct sized sealant tool.
- J. Crack Treatment
- 1. Concrete Block and Stucco:
 - a. Hairline cracks:
 - a) Following cleaning and preparation of chalky surfaces, apply detail coat of elastomeric patching compound.
 - b) Allow drying in accordance with manufacturer's instructions; should unexpected weather or surface changes occur, delay top coating until the patching compound has achieved thorough cure.
 - b. Cracks - 1/16" to 1/8":
 - a) Rake-out with knife and clean.
 - b) Seal with surface conditioner.
 - c) Bridge with elastomeric patching compound, forming and maintaining a slight crown over the center of the crack and running the full length. Feather patching compound into the existing texture 2" on either side of the crack. Stipple or texture to blend with adjacent surfaces.
 - d) Allow drying in accordance with manufacturer's instructions; should unexpected weather or surface changes occur, delay top coating until the patching compound has achieved through cure.
 - c. Cracks - 1/8" to 1/4":
 - a) Saw-Cut a V-groove following the configuration of the crack to accept application of the specified one-part urethane sealant.
 - b) Rake-out with knife and clean.
 - c) Seal with surface conditioner.
 - d) Install sealant.
 - e) Allow sealant to dry in accordance with manufacturer's instructions until sealant has achieved through cure.
 - f) Apply specified elastomeric patching compound over the cured sealant, forming a slight crown over the center of the sealant, and maintaining the crown the full length. Feather patching compound into the existing texture 2" on either

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- c. Fill with patching compound blending with adjacent surfaces.
 - 2. Deteriorating stucco areas greater than 2 square inches in size and 1/4" deep:
 - a. Sound out and remove loose stucco.
 - b. Prime substrate with appropriate surface conditioner.
 - c. Replace with new stucco and blend with adjacent surfaces.
 - d. After proper cure time, seal with surface conditioner.
- M. Concrete:
 - 1. Seal with surface conditioner.
 - 2. Waterproofing of Pre-Cast Concrete Panels
 - a) Pressure wash panels to remove existing dirt and contaminants.
 - b) Apply CHEM-TRETE BSM 40 VOC penetrating water repellent in accord with manufacturer's published instructions. . Manufacturer and/or CONTRACTOR shall perform testing as necessary to verify suitability of existing pre-cast concrete prior to installation and to verify efficacy following installation. Provide manufacturer's 10 year warranty for installation.
- N. Existing Stucco:
 - 1. Deteriorating stucco area less than 2 square inches in size and 1/4" deep:
 - 2. Sound out and remove loose stucco.
 - 3. Seal with surface conditioner.
 - 4. Fill with patching compound blending with adjacent surfaces.
- O. New Stucco Repairs/Stripped to Bare Stucco:
 - 1. All concrete masonry stucco surfaces must be dry, ("Safe Reading/Qualitative" on a Delmhorst BD-21 Moisture Meter) and cured; pH test readings need to be 10 or below on the Micro Essential Laboratory pHydron scale or a pre-approved pH resistant primer must be used.
 - 2. The stucco substrates will be broomed to remove all loose stucco particles. Extraneous slag will also be removed. All dust, dirt, efflorescence, and any surface contaminants will be removed prior to the sealer coat application. If stucco is coated prior to cure, moisture will be trapped and the hydration process necessary for curing will be negated.
 - 3. If shrinkage cracks are found in the stucco substrate, the cracks will be opened with a crack repair or similar tool to expose two firm edges. Brush all residuals from the crack prior to applying the exterior acrylic latex surface conditioner.
 - 4. Allow the surface conditioner to dry for 4-6 hours prior to the application of patching compound. The shrinkage cracks, (cracks of 1/32") or less will be opened with a crack tool, filled with patching compound, and then textured to match existing finish prior to any finish coat application.
 - 5. All patching compound materials must dry by direction prior to any other procedure.
 - 6. Apply by direction one full-bodied coat of an approved exterior acrylic latex surface conditioner pigmented as specified. The spread rate may vary greatly depending on the smoothness and porosity of the substrate, method of application and conditions under which product is applied. The objective of the applicator should be to apply Surface Conditioner in sufficient amount to satisfy the surface porosity and create an effective seal.
 - 7. When adequately sealed, the surface should show a uniform low angular sheen. Apply by brush, roller, or airless spray if allowed by the Owner.
- P. Wood:
 - 1. After pressure washing and mildew treatment, tool clean remaining loose paint.

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2. Repair or replace deteriorating wood as necessary.
 3. Fill holes, imperfections and cracks with exterior grade wood filler.
 4. Sand edges, corners and raised grain.
 5. Wood moisture content must be 15% or below as measured with a Delmhorst/Moisture Encounter meter.
 6. Prime bare wood.
 7. Lock-in resinous wood pitch and extractives after solvent wiping and the solvent flashes-off with touch-up coat of stain killer prior to finish coat.
 8. Apply Surface Conditioner as necessary to previously coated chalking surfaces.
 9. Install sealant at joints, seams, and gaps if there is an adequate reveal.
- Q. All Ferrous Metals Previously Painted-Not in an Advanced Corrosion Cycle, (Note: See 7. Below):**
1. After pressure washing, mildew treatment and chloride (salts) removal, ferrous metal 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 conscientious power tool cleaning, according to SSPC-SP 3/Power Wire Brush. Power sand any/all existing gloss surfaces in order to promote the adhesion of the specified primer/finish. Remove all sanding residuals.
 3. All residue produced by grinding and chipping will be completely removed from the surface and surrounding area prior to any other procedure.
 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.
 7. If corrosion remains after a conscientious effort as outlined above, install the manufacturers surface tolerant epoxy primer by directions; no exceptions.
- R. All Aluminum Previously Painted-Not in a Corrosion Cycle; (Note: See 5. Below):**
1. After pressure washing, mildew treatment and chloride (salts) residuals remaining oxidized or deteriorated aluminum coating will be removed by power tool sanding.
 2. SSPS-SP3/ Power Tool Sanding to remove existing gloss and ensure primary bond of the specified coatings system.
 3. Remove all sanding residuals. SSPC-SP1/ Solvent Wiping, Clean all surfaces to be painted by solvent wiping and allow solvent to flash-off for a minimum of three, (3) hours and a maximum of six (6) hours prior to any other procedure.
 4. Prime any bare aluminum with the specified primer as directed.
 5. If corrosion remains after a conscientious effort as outlined above, install the manufacturers surface tolerant epoxy primer by directions; no exceptions.
- S. All Galvanized Metals Previously Painted– Not in a Corrosion Cycle; (See Note 5 Below):**
1. After pressure washing, mildew treatment and the removal of chloride (salts) residuals any remaining oxidized or deteriorated coating will be removed by power tool sanding or wire brushing.
 2. Lightly sand to remove existing gloss and ensure primary bond of the specified coatings system.

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3. Clean all surfaces to be painted by solvent wiping and allow solvent to flash-off prior to any other procedure. Remove all sanding residuals.
 4. Prime any bare galvanized metal. Convert any rust – see "Ferrous Metals."
 5. If corrosion remains after a conscientious effort as outlined above, install the manufacturers surface tolerant epoxy primer by directions; no exceptions.
- T. Miscellaneous Equipment - Roof fixtures, Fireboxes, Hurricane Shutter Boxes, Mechanical/Electrical Fixtures, Boxes and Piping Not in an Advanced Corrosion Cycle.
1. After pressure washing and mildew treatment, sand, scrape and wire brush to remove corrosion and any remaining, loose paint.
 2. Replace corroded fasteners as approved by Owners/Owners Representative.
- U. Polyvinyl Chloride (PVC) Components:
1. Pressure wash to remove surface contaminants.
 2. Solvent wipe with clean cloths damp with Xylene. Allow Xylene to "flash-off" prior to any other procedure.
 3. Lightly sand to roughen finish to insure good primary bond of primer/finish coat.

3.03 Application

- A. Apply all products in strict accordance with manufacturer's directions.
- B. Before coating, verify that surfaces are dry and free of dirt, dust, moisture, oil, or other substances that may impede the bond or performance of the coating system.
- C. Apply each coat to film thickness as recommended by the manufacturer.
- D. Allow each coat to cure according to the manufacturer's recommendations before proceeding with subsequent coats.

3.04 Clean-up

- A. Promptly remove any paint spills, spatter, etc.
- B. Maintain the Project site in a clean, workmanlike manner, preventing the unnecessary accumulation of tools, equipment and debris.
- C. Remove waste materials, equipment, trash and empty containers daily.
- D. Protect all existing surfaces and plants against damage from paint. All surfaces shall be returned to their pre-project condition or replaced at Contractor's expense.

END OF SECTION 09900