



**INVITATION FOR BID
IFB # 15-0363-DS
Waterproofing and Sealing Manatee County Administration Building**

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

NON-MANDATORY INFORMATION CONFERENCE

In order to ensure all prospective bidders have sufficient information and understanding of County's needs, an Information Conference will be held at: **10:30 AM on December 16, 2014** at the **Purchasing Conference Room (Suite 803), 1112 Manatee Avenue West, Bradenton, Florida 34205.** Attendance is not mandatory, but is highly encouraged. A site visit will commence immediately following the Information Conference.

DEADLINE FOR CLARIFICATION REQUESTS: **3:00 PM on December 19th, 2014**
Reference Bid Article A.06

BID OPENING TIME AND DATE DUE: **2:00 PM on December 31, 2014**

FOR INFORMATION CONTACT:
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Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

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Plan Set consisting of the following (reference for elevation only):		
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SECTION A
INFORMATION TO BIDDERS

A.01 OPENING LOCATION

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

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid **delivered to the Manatee County Purchasing Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Purchasing Division. Bids delayed by mail, courier, or bids delayed for any other reason, shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.02 SEALED & MARKED

Bids shall be submitted in **duplicate, one original (marked Original) and one copy (marked Copy)** of your **signed bid** shall be submitted in one **sealed** package, clearly marked on the outside **"Sealed Bid #15-0363-DS, Waterproofing and Sealing Manatee County Administration Building"** along with your company name" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid package. Or, you may address the package as follows:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205
Sealed Bid: # 15-0363-DS
Title: Waterproofing and Sealing Manatee County Administration
Building

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no changes shall be made in the wording of the forms or in the items thereupon. In the event a change is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which shall in any manner fail to conform to the requirements of this Invitation for Bid (IFB).

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

A.03 SECURING BID DOCUMENTS

IFB's and related documents are available on <http://www.myanatee.org/purchasing> for download in a portable document format (.PDF) file by clicking on "Bids and Proposals" from the Purchasing Division's web page. You may view and print these files using Adobe Reader software. If necessary, you may download a free copy of Adobe Reader from the link provided on the "Bids and Proposals" page.

Additionally, Manatee County collaborates with the Manatee Chamber of Commerce by announcing solicitation opportunities to the Chamber which are then passed to its members.

Manatee County may also use DemandStar to distribute bids. On the DemandStar website, <http://www.DemandStar.com>, click on the tab titled "My DemandStar" for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays. A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

A.04 EXAMINATION OF BID DOCUMENTS AND SITE(S)

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFB documents thoroughly; (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local codes, laws, and regulations that may affect costs, progress, performance, or furnishing of the Work; (d) study and carefully correlate bidder's observations with the IFB documents; and (e) notify County of all conflicts, errors, or discrepancies in the IFB documents.

Each bidder may, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which bidder deems necessary to determine his bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the IFB documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the site(s) to its former condition upon completion of such explorations. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by successful bidder in performing the Work are identified in the IFB documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the IFB documents.

Inspection of the site(s) is **a requirement** to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that is required to complete the project in accordance with the plans and specifications. Bidder shall acknowledge inspection of the project site(s) on his/her signed, submitted Bid Form.

A site visit will take place immediately following the Information Conference on December 5th, 2014. All interested bidders are to convene in the Purchasing Conference Room. The site visit will be conducted as group.

A.05 MODIFICATION OF BID DOCUMENTS

If a bidder wishes to recommend changes to the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an Addendum is issued, the IFB documents shall remain unaltered. **Bidders must fully comply with the IFB documents in their entirety.**

A.06 CLARIFICATION & ADDENDA

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Purchasing Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others. **2:00 PM on December 19th, 2014** shall be the deadline to submit to the Purchasing Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the Work.

If any addenda are issued to this IFB, County will post the documents on the Purchasing Division's web page at <http://www.mymanatee.org/purchasing>, and then

by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Purchasing Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A.07 LOBBYING

After the issuance of any IFB, prospective bidders or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified in this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on all correspondence, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of Agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

A.08 UNBALANCED BIDDING PROHIBITED

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

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

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

A.09 FRONT LOADING OF BID PRICING PROHIBITED

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

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

A.10 WITHDRAWAL OF BIDS

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Purchasing Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an Agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
 1. the mistake is clearly evident in the solicitation document; or
 2. bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

A.11 IRREVOCABLE OFFER

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

A.12 BID EXPENSES

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

A.13 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

A.14 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting Agreement. Any involvement with the Manatee County Purchasing Division shall be in accordance with the Manatee County Purchasing Ordinance as amended.

A.15 COLLUSION

By submitting a bid to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;

- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the resulting Agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.16 CODE OF ETHICS

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to perform the Work described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to, Manatee County.

A.17 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Florida Statute § 287.133, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.18 BID FORMS

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

A.19 LEGAL NAME

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

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

A.20 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

A.21 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the bidder is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the bidder's normal tax liability.

A.22 DESCRIPTIVE INFORMATION

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

A.23 AMERICANS WITH DISABILITIES ACT

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

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, County hereby notifies all bidders that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for bid award.

A.25 MBE/DBE

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

A.26 MATHEMATICAL ERRORS

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

A.27 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent successful bidder is performing services on behalf of County, successful bidder must:

- a. keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;
- c. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of successful bidder upon termination of the awarded Agreement and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

A.28 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of Agreements:

1. Purchases or Agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference.
2. Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

To qualify for local preference under this section, a **local business must certify to County** by completing an **"Affidavit as to Local Business Form"**, which is available for download at www.mymanatee.org/vendor. Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

A.29 VENDOR REGISTRATION

Registering your business with Manatee County will enhance our opportunities to identify sources for goods and services, plus identify local businesses. This information is used for soliciting quotations up to \$250,000.00 and for competitive solicitations of larger purchases.

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

Quick steps to registration: **www.mymanatee.org/purchasing**

A link to Vendor Registration is listed on the Purchasing Division's web page under "Register as a Vendor". Click on "Vendor Registration Form" for on-line input.

Registration is not mandatory; however, by taking the time to register, you are helping County to provide timely notification of quotation, bid and proposal opportunities to your business.

A.30 ePAYABLES

Manatee County and Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards. The Clerk will issue a unique credit card number to each vendor; the card has a zero balance until payments have been authorized.

After goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order according to the current process. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at lori.bryan@manateeclerk.com.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, BID SUMMARY, GENERAL TERMS AND CONDITIONS, GENERAL CONDITIONS, OR FORM OF CONTRACT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

END OF SECTION A

SECTION B
SCOPE OF WORK

B.01 **SCOPE OF WORK**

The Work included in this bid is defined as the waterproofing of the pre-cast concrete exterior wall panels, exterior walls, installation of joint sealants and related work on the Administration Building located at 1112 Manatee Avenue West, Bradenton Florida 34205. The existing exterior wall system is comprised of architectural panels over concrete columns and beams with areas of stucco over masonry/concrete. 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.

The Successful Bidder shall provide all Shop Drawings, working drawings, labor, materials, equipment, tools, incidentals and supervision which is reasonably and properly inferable and necessary for the proper completion of the Work whether specifically indicated in the Bid Documents or not.

The Successful Bidder shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by County.

END OF SECTION B

SECTION C
BID SUMMARY

C.01 MINIMUM QUALIFICATIONS OF BIDDERS

No person who is not certified or registered as a General Contractor pursuant to Florida Statutes, Chapter 489 on the day the bid is submitted, and who has continuously held that certification or registration for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted, may be qualified to bid on this Work. In the event that a bidder is a business organization, including a partnership, corporation, business trust or other legal entity as set forth in Florida Statutes § 489.119(2), then the bidder shall only be qualified to bid on this Work if: 1) the bidder (the business organization) is on the day the bid is submitted, and for at least three (3) consecutive years immediately prior to the day the bid is submitted has been, in continuous existence, properly licensed and registered as required by Florida law; and 2) the bidder, on the day the bid is submitted, has a certified or registered Qualifying Agent, as required by Florida Statutes § 489.119, and that Qualifying Agent has been the same Qualifying Agent of the bidder for a period of at least three (3) consecutive years immediately prior to the day the bid is submitted.

C.02 BASIS OF AWARD

Award shall be to the lowest, responsive, responsible bidder meeting specifications and having the lowest total offer for **Bid "Option # 1"**, or the lowest total offer for **Bid "Option # 2"**, for the requirements listed on the Bid Form for the Work as set forth in this IFB. If funding is available, the County shall elect Option # 2 which consists of all items in option # 1 along with the addition of the exterior of the parking garage, the award will be made to the lowest, responsive, responsible bidder of option # 2. Bid prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the Work in accordance with and in the manner set forth and described in the IFB documents to County's satisfaction within the prescribed time.

One schedule for completion of Work shall be considered. Only one award shall be made.

NOTE: A site inspection will take place immediately preceding the Information Conference. Inspection of the site is a pre-requisite to be considered for award of this bid.

In evaluating bids, County shall consider the qualifications of the bidders; and if required, may also consider the qualifications of the subcontractors, suppliers, and other persons and organizations proposed. County may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work.

Whenever two or more bids are equal with respect to price, the bid received from a local business shall be given preference in award.

Whenever two or more bids are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company

C.02 BASIS OF AWARD (Continued)

provides documented environmentally preferable “green” products, materials, or supplies, they shall be given preference in award.

Whenever two or more bids which are equal with respect to price are received, and neither of these bids are from a local business, and neither of these bids provides documented “green” products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Purchasing Division and open to the public.

END OF SECTION C

SECTION D
GENERAL TERMS & CONDITIONS

D.01 AGREEMENT FORMS

The Agreement resulting from the acceptance of a bid shall be in the form of the Agreement stated in this IFB, which is attached herein.

A written notice confirming award or recommendation thereof will be forwarded to the successful bidder accompanied by the required number of unsigned counterparts of the Agreement. Within ten (10) days thereafter, successful bidder shall sign and deliver the required number of counterparts of the Agreement with any other required documents to County. (Note: Agreement must be approved in accordance with Chapter 2-26 of the Manatee County Code of Laws and the Administrative Standards and Procedures Manual approved by the County Administrator).

D.02 ASSIGNMENT OF AGREEMENT

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

D.03 COMPLETION OF WORK

The Work will be completed and ready for final inspection within the specified calendar days from the date the contract time commences to run. Two bids shall be considered, Bid "A" based on 120 calendar days and Bid "B" based on 135 calendar days. County has the sole authority to select the bid based on the completion time which is in the best interest of County. Only one award shall be made.

D.04 LIQUIDATED DAMAGES

If the successful bidder refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the successful bidder shall pay to County the sum of \$884.00 as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by County and the successful bidder.

D.05 PAYMENT

Successful bidder may apply for partial payment on monthly estimates, based on the amount of the Work done or completed in compliance with the provisions of the resulting Agreement. Successful bidder shall submit an application, on a standard pay application form provided or approved by County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending.

D.05 PAYMENT (Continued)

County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. If the successful bidder and County do not agree on the approximate estimate of the proportionate value of the Work done for any pay period, the determination of County will be binding. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the successful bidder, twenty (20) business days if County is its own Engineer of Record (EOR) or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for County.

In accordance with the Prompt Payment Act, Florida Statutes § 218.735(7), a punch list shall be formulated. Time allowed for development of punch list:

- a. Awarded agreements with an estimated cost of less than \$10 million will be within thirty (30) calendar days after reaching substantial completion.
- b. Awarded agreements with a cost of \$10 million dollars or more will be within thirty (30) calendar days OR if extended by Agreement, up to sixty (60) calendar days after reaching substantial completion.

The final completion date of the resulting Agreement must be at least thirty (30) days after delivery of the list of items. If the list is not provided to the successful bidder by the agreed upon date, the contract completion time must be extended by the number of days County exceeds the delivery date.

It is the successful bidder's responsibility for the care of the materials. Any damage to or loss of said materials is the full responsibility of the successful bidder. Any periodical pay estimate signed by the successful bidder shall be final as to the successful bidder for any or all Work covered by the periodical pay estimate.

Any requests for payment of materials stored on site must be accompanied with a paid receipt. Successful bidder warrants and guarantees that title to all Work, materials and equipment covered by any application for payment, whether incorporated in the Work or not, will pass to County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

Successful bidder agrees to furnish an affidavit stating that all laborers, material men, and subcontractors have been paid for Work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers, subcontractors for Work covered by the application for payment, sufficient to secure County from any claim whatsoever arising out of the aforesaid Work. When the successful bidder has completed the Work in compliance with the terms of the Agreement, he shall notify County in writing that the Work is ready for final inspection.

D.05 PAYMENT (Continued)

County will then advise successful bidder as to the arrangements for final inspection and what Work, if any, is required to prepare the Work or a portion thereof for final inspection. When County determines the Work or portion thereof is ready for final inspection, County shall perform same. Upon completion of final inspection, County will notify successful bidder of all particulars in which this inspection reveals that the Work is incomplete or defective. Successful bidder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. When all such errors have been corrected, a final re-inspection will be made.

The process will be repeated until, in the opinion of County, the Work has been completed in compliance with the terms of the IFB Documents.

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

D.06 CONTRACT CONTINGENCY WORK

Contract contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the IFB documents. A field directive must be issued by an authorized County representative to authorize use of contract contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include contract contingency.

Appropriate uses of contract contingency include increases to existing bid item quantities that do not change the initial scope of work, which may be directed by staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a safe, complete project and that do not change the initial scope of work; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a safe, complete project and that do not change the initial scope of work.

Inappropriate uses of contract contingency include anything that changes the initial scope of work, including the contract price and contract time, and adding bid items not previously contemplated that change the initial scope of work.

D.07 RETAINAGE

Retainage of 10% of the total Work in place shall be withheld until 50% complete. After 50% completion, the retainage shall be reduced to 5% of the total Work in place

D.07 RETAINAGE (Continued)

until final completion and acceptance of the Work by County. Upon final acceptance, the remaining retainage shall be included in the final payment.

D.08 PROGRESS REQUIREMENTS

All Work done under the resulting Agreement shall be done with a minimum of inconvenience to the private property owners in the area. Successful bidder shall coordinate his Work with private property owners such that existing utility services are maintained and they have access to their property at all times.

D.09 WARRANTY AND GUARANTEE PROVISIONS

All Work, materials, and equipment furnished as defined herein shall be guaranteed and warranted by the successful bidder for a minimum period of three (3) years, unless otherwise specified, from final acceptance by County to be free from defects due either to faulty materials or equipment or faulty workmanship.

All materials, equipment, and workmanship furnished and installed by the successful bidder is warranted and guaranteed by the successful bidder to meet the required standards and to accomplish the purposes and functions of the Work as defined, detailed, and specified herein.

County shall, following discovery thereof, promptly give written notice to the successful bidder of faulty materials, equipment, or workmanship within the period of the guarantee and the successful bidder shall promptly replace any part of the faulty equipment, material, or workmanship at his own cost. These warranty and guarantee provisions create no limitations on County as to any claims or actions for breach of guaranty or breach of warranty that County might have against parties other than the successful bidder, and do not constitute exclusive remedies of County against the successful bidder.

D.10 MATERIALS AND WORKMANSHIP

All materials and apparatus required for this Work, except as specified otherwise, shall be new, of first class quality, and shall be furnished, delivered, connected and finished in every detail. Construction shall be prescribed by good industry practice and in accordance with manufacturer's recommendations for the type being installed.

Use skilled workman trained and experienced in the necessary trades and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this section.

D.11 PROJECT CLOSE-OUT

Clean construction site and remove any and all excess materials. Correct any damages to property that may have occurred as a result of installation and/or delivery. Repair and patch all surfaces cut for installation. The successful bidder shall remedy any deficiencies promptly should County determine any Work is incomplete or defective.

D.11 PROJECT CLOSE-OUT (Continued)

When County determines the Work is acceptable in accordance with the IFB documents, successful bidder shall provide the close out submittals, including but not necessarily limited to the following:

- 1 set Certificate of Warranties
- 1 set Manufacturer's Product Literature (when applicable)
- 1 set Project Record Drawings
- 1 set Subcontractor Information (when applicable)

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

D.12 ROYALTIES AND PATENTS

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

D.13 AUTHORIZED PRODUCT REPRESENTATION

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

D.14 REGULATIONS

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

D.15 CANCELLATION

Any failure of the successful bidder to furnish or perform the Work (including, but not limited to, commencement of the Work, failure to supply sufficient skilled workers or suitable materials or equipment) in accordance with the resulting Agreement, County may order the stop of the Work, or any portion thereof, until the cause for such order has been eliminated. If the successful bidder persistently fails to perform the Work in accordance with the resulting Agreement, County reserves the right to terminate the resulting Agreement and select the next qualified bidder or re-advertise this procurement in part or in whole. County reserves the right to cancel all or any undelivered or unexecuted portion of the resulting Agreement with or without cause.

D.16 INDEMNIFICATION

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

D.17 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The identity of subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) may be requested by County for each bid item from any of the bidders; and the bidder shall respond within five (5) days after the date of such request. Such list shall be accompanied by an experience statement with pertinent information regarding similar Work and other evidence of qualification for each such subcontractor, supplier, persons or organization if requested by County. If County, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, County may, before the notice of intent to award is given, request the successful bidder to submit an acceptable substitute without an increase in contract price or contract time.

If successful bidder declines to make any such substitution, County may award the resulting Agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, suppliers, and other persons who County does not make written objection to. Successful bidder shall not be required to employ any subcontractor, supplier, other person or organization who successful bidder has reasonable objection to.

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

D.18 E-VERIFY

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

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

D.18 E-VERIFY (Continued)

The successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the successful bidder during the term of the Agreement; and

The successful bidder shall expressly require any subcontractors performing work or providing services pursuant to the state contract to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

D.19 NO DAMAGES FOR DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against County by reason of any delays. The successful bidder shall not be entitled to an increase in the total contract price or payment or compensation of any kind from County or direct, indirect, consequential impact or other costs, expenses for damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the successful bidder for hindrance or delays due solely to fraud, bad faith, or active interference on part of County or its agents. Otherwise, the successful bidder shall only be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

D.20 NO INTEREST

Any monies not paid by County when claimed to be due to the successful bidder under this Agreement shall not be subject to interest including prejudgment interest. Any monies not paid by County when claimed to be due to the successful bidder for damages awarded in the case of construction delays shall not be subject to prejudgment interest.

D.21 BE GREEN

All bidders are encouraged to use as many **environmentally preferable "green"** products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. **Environmentally preferable are products or services that have a reduced adverse effect on the environment.** Where all other evaluative factors, including local preference policies, are otherwise equal, such policies and practices will be a determinative factor in the award decision.

Provide detail of your organization's initiative and its ability to meet the goal of environmental sustainability.

END OF SECTION D

SECTION E

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

Addendum - Written or graphic instruments issued prior to the opening of Bids which clarify or change the Bid Documents.

Administrative Contract Adjustment (ACA) – A minor change to a Contract, which is less than 10% of the Contract Price or less than 20% of the Contract Time, and does not require Board approval. (Reference Resolution R-07-189)

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

Award - Acceptance of the Bid from the person, firm, or corporation which in the County's sole and absolute judgment will under all circumstances best serve the public interest. Award shall be made in accordance with Chapter 2-26 of the Manatee County Code.

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

Bid Bond – An insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the Bidder will not withdraw the Bid.

Bidder - One who submits a Bid directly to the County, as distinct from a Sub-bidder, who submits a Bid to a Bidder.

Bid Documents - Consists of the Invitation for Bid, which includes but is not limited to the Bid Form, drawings, technical Specifications, terms and conditions, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids); and becomes a part of the resulting Contract.

Bid Summary – Specifications or scope of Work that specifically describes the Work to be done for this Project.

Bond Rider – A Bond Rider increases the Performance Bond coverage to ensure responsibility of the Contractor in executing the Work for the County in consideration of the increased value resulting from an approved change in the Contract amount.

Change Order - A document recommended by the Project Representative which is signed by Contractor and County and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Contract.

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

Contract - The written Contract between County and Contractor covering the Work to be performed; other Contract Documents are attached to the Contract and made a part thereof as provided therein.

Contract Contingency - A monetary allowance used at the County's discretion, which is part of the total sum of the Contract that allows for minor changes in the Contract that do not change the initial Scope of Work, including Contract Price and Contract Time.

Contract Documents - The Contract, Invitation for Bid in its entirety, Public Construction Bond Form and Insurance Certificate(s), Drawings/Plans, Addenda (which pertain to the Bid Documents), Contractor's Bid Form (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award), and Reports, together with all written Change Orders and other documents amending, modifying or supplementing the Contract Documents issued on or after the Effective Date of the Contract.

Contract Price - The monies payable by County to Contractor under the Contract Documents as stated in the Contract.

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

Contractor - The person, firm or corporation with whom County has entered into a Contract.

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

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

Drawings - The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by Engineer and are referred to in the Bid and Contract Documents.

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

Engineer – Licensed professional who is responsible for the preparation, signing, dating, sealing and issuing of any engineering document(s) for any engineering service or Work.

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

Field Directive - A written order issued by an authorized County Representative which approves changes in the Work, but does not involve a change in the initial Scope of Work, including the Contract Price and the Contract Time. A Field Directive must be issued by an authorized County Representative to authorize use of Contract Contingency funds.

Final Completion – The Work (including items defined on the Punch List) has been completed, accepted in writing by the County, approved as-builts have been received, and is ready for final payment.

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

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

Information (Pre-Bid) Conference – A meeting held by the Purchasing Division with potential Bidders, prior to the opening of the solicitation, for the purpose of answering questions, clarifying ambiguities, and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation; may result in the issuance of an Addendum.

Material Breach – A substantial failure in the performance of the Contract, as to give the affected party the right to remedies available in the Contract.

Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing completion of the Work within the Contract Time.

Notice of Award - The written notice to the Successful Bidder stating Award has been approved by the Board of County Commissioners; or by the Purchasing Official in accordance with Chapter 2-26 of the Manatee County Code.

Notice of Intent to Award - The written notice to the apparent Successful Bidder stating Award has been recommended with final Award to be authorized by the Purchasing Official or Board of County Commissioners, as appropriate.

Notice to Proceed - Written notice by County (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform (ten (10) days from date of such notice) Contractor's obligations under the Contract Documents.

Payment Bond – An instrument, issued by a Surety that guarantees that Subcontractors will be paid for labor expended on the Contract.

Performance Bond – An instrument executed subsequent to Award by the successful Contractor that protects the County from loss due to Contractor's inability to complete the Contract as agreed.

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

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

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

Project - The total construction of which the Work to be provided under the Contract Documents (may be the whole or a part as indicated elsewhere in the Contract Documents).

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

Punch List – A list of minor deficiencies or additional Work that does not prohibit achieving Substantial Completion yet must be completed before Final Completion of the Contract can be achieved.

Retainage – A certain percentage, identified in the solicitation document, is withheld from payment due to the Contractor until the Work is fully completed and accepted by County.

Schedule of Values – In the case of a total, lump sum Bid, unit prices shall be established for this Contract by the submission of a Schedule of Values. In the case of an itemized Bid, unit prices are the prices bid. The Contractor shall submit a Schedule of Values within ten (10) days of Notice to Proceed date. The schedule shall include quantities and prices of items equaling the Total Offer and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the County, the Contractor shall support the values with data which will substantiate their correctness.

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

Special Provisions: As required to define Work or procedures not covered in the standard Specifications, and as necessary to supplement or modify items in the standard Specifications.

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

Substantial Completion - The stage in the progress of the Work (or a specified portion thereof) is sufficiently complete in accordance with the Contract Documents so the Work (or a specified portion thereof) can be utilized for the intended purpose.

Successful Bidder - The lowest, responsible and responsive Bidder to whom an Award is made.

Supplier - A manufacturer, fabricator, Supplier, distributor, material man or vendor.

Surety – A pledge or guarantee by an insurance company, bank, individual or corporation on behalf of the Bidder which protects against default or failure of the principal to satisfy the contractual obligations.

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

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

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

Work Directive Change - A written directive to Contractor, issued on or after the Effective Date of the Contract and signed by County and recommended by Project Representative ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies. A Work Directive Change itself may not change the Contract Price or Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

Written Amendment - A Written Amendment of the Contract Documents, signed by County and Contractor on or after the Effective Date of the Contract and normally dealing with the non-engineering or non-technical rather than strictly Work related aspects of the Contract Documents.

ARTICLE 2. PRELIMINARY MATTERS

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

- 2.1 The Contractor must submit a proposed schedule of the Work at the Preconstruction Conference. The purpose of this schedule is to enable the County to govern the Work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The County shall have the right to reschedule Work provided such rescheduling is in accordance with the remainder of the terms of the Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The County, after necessary rescheduling and obtaining additional information for specific

purposes, shall review and approve the schedule. The Contractor shall also forward to the County, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the County's review and approval. In addition, more detailed schedules may be required by the County for daily traffic control.

- 2.2 A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Contract. The Contract Time will commence at the time specified in such notice. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.
- 2.3 If at any time the materials and appliances to be used appear to the County as insufficient or improper for securing the quality of Work required or the required rate of progress, the County may order the Contractor to increase his efficiency or to improve the character of his Work and the Contractor shall conform to such an order. The failure of the County to demand any increase of such efficiency of any improvement shall not release the County from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract. The County may require the Contractor to remove from the Work such employees as the County deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Work is deemed to be contrary to the County's interest.
- 2.4 The County reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

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

- 3.1 The Contract Documents comprise the entire Contract between County and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws and ordinances of the State of Florida and Manatee County.

Should a conflict exist within the Contract Documents, the precedence in order of authority is as follows: 1) Bid Summary, 2) Special Conditions, 3) General Conditions, and 4) Drawings.

Note: Computed dimensions shall govern over scaled dimensions.

- 3.2 It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for in the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of County, Contractor or Engineer, or any of their agents or employees from those set forth in the Contract Documents.
- 3.3 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- 3.3.1 A Written Amendment
 - 3.3.2 A Change Order
 - 3.3.3 An Administrative Contract Adjustment (ACA)
 - 3.3.4 A Work Directive Change
- 3.4 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
- 3.4.1 Contract Contingency Work – Field Directive
 - 3.4.2 Engineer's approval of a Shop Drawing or sample

ARTICLE 4. CONTRACTOR'S RESPONSIBILITIES

- 4.1 Contractor shall keep on the Work at all times during its progress a competent resident superintendent; who shall be the Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 4.2 Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract

Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime Work or the performance of Work on Saturday, Sunday or legal holiday without County's written consent given after prior notice to Engineer (at least seventy-two (72) hours in advance).

- 4.2.1 Contractor shall pay for all additional engineering charges to the County for any overtime Work which may be authorized. Such additional engineering charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by County on account of such overtime Work. At County's option, overtime costs may be deducted from Contractor's monthly payment request or Contractor's Retainage prior to release of final payment.
- 4.3 Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 4.4 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents.
- 4.5 Contractor shall be fully responsible to County for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between County or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of County to pay or to see to the payment of any monies due any such Subcontractor, Supplier or other person or organization.
- 4.6 Permits: Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. County shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all

governmental charges and inspection fees necessary for the prosecution of the Work.

- 4.7 During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials and shall leave the site clean and ready for occupancy by County. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents.
- 4.8 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.9 Safety and Protection: Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
- 4.9.1 all employees on the Work and other persons and organizations who may be affected thereby;
 - 4.9.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 4.9.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.
 - 4.9.4 Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic way for the public and preservation of the County's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed.

- 4.10 **Emergencies:** In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or County, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.
- 4.11 For substitutes not included with the Bid, but submitted after the Effective Date of the Contract, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change, all of which will be considered by the Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, County/Engineer and Contractor shall have access to any available Float or Slack Time in the construction schedule. In the event that substitute materials or equipment not included as part of the Bid, but proposed after the Effective Date of the Contract, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the County and an appropriate Change Order executed.
- 4.11.1 If a specific means, method, sequence, technique or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Engineer if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.
- 4.11.2 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other Surety with respect to any substitute.

- 4.11.3 Contractor shall reimburse County for the charges of Engineer and Engineer's consultants for evaluating each proposed substitute submitted after the Effective Date of the Contract and all costs resulting from any delays in the Work while the substitute was undergoing review.
- 4.12 The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the construction Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the project or parts of the project critical are involved, the Contractor will employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor will be held responsible for the preservation of all stakes, marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they will be immediately and accurately replaced by the Contractor.
- 4.13 The Contractor has, by careful examination, satisfied himself as to the nature and location of the Work and all other matters which can in any way affect the Work under this Contract, including, but not limited to details pertaining to boring, as shown on the drawings, are not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the Work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his Bid on his own opinion of the conditions likely to be encountered. In no event shall an extension of time be considered for any conditions that existed at the time of bidding, nor shall the Contractor receive extra compensation for completion of the project as intended by the drawings and in keeping with the Contract documents. No verbal agreement or conversation with any officer, agent or employee of the County, before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- 4.14 If the Contractor, in the course of the Work, finds that the drawings and/or Contract Documents cannot be followed, he shall immediately inform the County in writing, and the County shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk.

ARTICLE 5. COUNTY'S RESPONSIBILITIES

- 5.1 County shall furnish the data required of County under the Contract Documents promptly and shall make payments to the Contractor within a reasonable time after the Work has been accepted by the County. Payment shall be made no more than twenty (20) business days if County is its own Engineer of Record or twenty-five (25) business days if outside agent approval is required after the pay estimate has been approved by the agent for the County. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the County/Engineer. Standard County forms shall be utilized.
- 5.2 The County shall provide the lands upon which the Work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same.
- 5.3 The County shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 6. CHANGES IN THE WORK

- 6.1 Without invalidating the Contract and without notice to any Surety, County may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 6.2 Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented.
- 6.3 County and Contractor shall execute appropriate Change Orders, or Written Amendments, covering changes in the Work which are ordered by County, or which may be required because of acceptance of defective Work.
- 6.4 At any time Engineer may request a quotation from Contractor for a proposed change in the Work and within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. Engineer shall have 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 Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the Request for Quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

ARTICLE 7. CHANGE OF CONTRACT PRICE

- 7.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 7.2 The Contract Price may only be changed by Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within ten (10) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event.
- 7.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways, at the County's discretion:
- 7.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, cost will be determined by application of such unit prices to the quantities of the items involved.
- 7.3.2 By mutual acceptance of lump sum.
- 7.3.3 On the basis of the cost of the Work, plus a 15% Contractor's fee for overhead and profit. (Contractor shall submit an itemized cost breakdown together with supporting data.)
- 7.4 Either County or Contractor may make a claim for an adjustment in the Contract Price. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment under the following conditions:
- 7.4.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Contract; and

- 7.4.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 7.4.3 If a Contractor believes that it has incurred additional expense as a result thereof; or
- 7.4.4 If County believes that the quantity variation entitles it to an adjustment in the unit price; or
- 7.4.5 If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 8. CHANGE OF CONTRACT TIME

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

ARTICLE 9. WARRANTY, TEST/INSPECTION, CORRECTION

- 9.1 Contractor warrants, for a minimum period of three (3) years or as otherwise stated herein, and guarantees to County that all Work will be in accordance with the Contract Documents and will not be defective; that County, representatives of County, and governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing (Contractor shall give Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by County).
- 9.2 If any Work (including work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice. Neither observations by

Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

- 9.3 If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of engineers, architects, attorneys and other professionals and any additional expenses experienced by County due to delays to other Contractors performing additional Work and an appropriate deductive Change Order shall be issued. Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to an extension of the Contract Time and the recovery of delay damages due to correcting or removing defective Work.
- 9.3.1 If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, County may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. County 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 County has paid Contractor but which are stored elsewhere. All direct and indirect costs of County in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer and a Change Order will be issued incorporating the necessary revisions.
- 9.3.2 If within three (3) years after the date of completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work or if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, County may have the defective Work corrected or removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor.

ARTICLE 10. SUSPENSION OR TERMINATION OF WORK

- 10.1 County reserves the right to suspend the Work, or any portion thereof, at any time without cause for a period not to exceed ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefore.
- 10.1.1 If Work is suspended by County for a period that exceeds ninety (90) days; or if Work is suspended by an order of court or other public authority; or if County fails to pay Contractor, then Contractor may, upon seven (7) days written notice to County, terminate the Contract and recover payment for all Work executed.
- 10.1.2 In lieu of terminating the Contract, if the Engineer has failed to act on any Application for Payment or County has failed to make any payment as aforesaid, Contractor may, upon seven (7) days written notice to County, stop the Work until payment of all amounts then due have been received.
- 10.2 County reserves the right, after giving seven (7) days written notice, to terminate this Contract if:
- 10.2.1 Contractor persistently fails to perform the Work in accordance with the Contract Documents;
- 10.2.2 Contractor disregards laws or regulations of any public body having jurisdiction;
- 10.2.3 Contractor commences a voluntary case under any chapter of the Bankruptcy Code or any similar action by filing a petition under any other federal or state law relating to bankruptcy or insolvency;
- 10.2.4 Contractor has a petition filed against them under any chapter of the Bankruptcy Code or similar relief under any other federal or state law;
- 10.3 County may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the site and use same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient.
- 10.3.1 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.

- 10.3.2 If the direct, indirect and consequential costs of completing the Work exceed the unpaid balance of the Contract Price, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by County and incorporated in a Change Order; but in finishing the Work, County shall not be required to obtain the lowest figure for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of this Contract.
- 10.4 In the event sufficient budgeted funds are not available for a new fiscal year, County shall notify Contractor of such occurrence and Contract shall terminate on the last day of the current fiscal year without penalty or expense to County.
- 10.5 Failure of Contractor to comply with any of the provisions of this Contract shall be considered a Material Breach of Contract and shall be cause for immediate termination of Contract at the discretion of County.
- 10.6 In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source, any commodities or services which have not been delivered within the Contract Time as stated in the Contract Documents.

ARTICLE 11. CONTRACT CLAIMS & DISPUTES

- 11.1 Except as otherwise provided herein, any dispute arising under this Contract shall be decided by the Purchasing Official in accordance with Section 2-26-63 of the Manatee County Code subject to an administrative hearing process provided in 2-26-64. The decision of the Board of County Commissioners in accordance with Section 2-26-64 of the Manatee County Code shall be the final and conclusive County decision subject to exclusive judicial review in the circuit court by a petition for certiorari.

ARTICLE 12. RESIDENT PROJECT REPRESENTATIVE - DUTIES, RESPONSIBILITIES

- 12.1 The Resident Project Representative is the Engineer's Agent, who will act as directed by and under the supervision of the Engineer, and who will confer with County regarding his actions. Resident Project Representative's dealing in matters pertaining to the on-site Work shall, in general, be only with the County and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.
- 12.2 Resident Project Representative will:
- 12.2.1 Review the progress schedule, schedule of shop drawing submissions and Schedule of Values prepared by Contractor and consult with County concerning their acceptability.

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

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

- 12.2.21 Conduct final inspection in the company of County and/or Engineer and Contractor and prepare a Punch List of items to be completed or corrected. Reference Florida Statutes § 218.735(7).
- 12.2.22 Verify that all items on final list have been completed or corrected and make recommendations to County concerning acceptance.
- 12.3 Except upon written instructions of Engineer, Resident Project Representative:
 - 12.3.1 Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment;
 - 12.3.2 Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents;
 - 12.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;
 - 12.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;
 - 12.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the Work;
 - 12.3.6 Shall not authorize County to occupy the project in whole or in part; and
 - 12.3.7 Shall not participate in specialized field or laboratory tests.

ARTICLE 13. APPRENTICES

- 13.1 If successful Contractor employs apprentices, he shall be governed and comply with the provisions of Fla.Stat. § 446.011.

NOTE: The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract shall be determined by the County. Standard County forms shall be utilized.

END OF SECTION E

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

This CONTRACT is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and XXXXXXXXXXXXXXXXXXXX, hereinafter referred to as "CONTRACTOR," duly authorized to transact business in the State of Florida, with offices located at XXXXXXXXXXXXXXXXXXXXXXXXXXXX.

ARTICLE 1. WORK

CONTRACTOR shall furnish all labor, materials, supplies, and other items required to complete the Work for IFB #15-0363-DS, Waterproofing and Sealing Manatee County Administration Building in strict accordance with Contract Documents and any duly authorized subsequent Addenda thereto, all of which are made a part hereof.

ARTICLE 2. COMPENSATION

As compensation to CONTRACTOR, COUNTY shall pay and CONTRACTOR will accept as full consideration for the performance of all Work required by IFB # 15-0363-DS, Waterproofing and Sealing Manatee County Administration Building, subject to additions and deductions as provided therein, the sum of \$insert Award amount including contingency dollars based on a completion time of XXX days calendar days.

ARTICLE 3. LIQUIDATED DAMAGES

Time is of the essence in this CONTRACT. As of the date of this CONTRACT, the damages that will be suffered by COUNTY in the event of CONTRACTOR'S failure to timely complete the Work are impossible to determine. In lieu thereof, it is agreed that if CONTRACTOR fails to achieve Final Completion of the Work within XXX days calendar days of issuance of the Notice to Proceed (accounting, however, for any extensions of time granted pursuant to approved Change Orders), CONTRACTOR shall pay to

COUNTY, as liquidated damages (and not as a penalty), the sum of **\$884.00** per calendar day for each day beyond **120 days** until CONTRACTOR achieves Final Completion. COUNTY shall have the option of withholding said liquidated damages from any pay application(s) thereafter submitted by CONTRACTOR. Alternatively, CONTRACTOR shall immediately pay said sums to COUNTY upon COUNTY'S demand for same.

ARTICLE 4. ENGINEER

The COUNTY of MANATEE, **Property Management Department**, is responsible as COUNTY and as "ENGINEER," designed this Project and is responsible for technical/engineering reviews and decisions. The ENGINEER is a member of COUNTY'S Project Management team which is collectively responsible for ensuring the Work is completed in accordance with the Contract Documents.

All communications involving this Project will be addressed to: **Mr. Tom Yarger, Construction Services Division Manager, Property Management Department** and to the Engineer of Record, **Mr. Bill Clarke, Senior Project Manager, Karins Engineering Group, Inc.** All invoicing will be addressed to the attention of: **Tom Yarger, Construction Services Division Manager.**

Manatee County Property Management Dept.
IFB# 15-0363-DS
Attention: Mr. Tom Yarger
Const. Svcs Division Manager
1112 Manatee Avenue West
Bradenton, Florida 34205
(941) 748-3003

Karins Engineering Inc.
IFB#15-0363-DS
Attention: Mr. Bill Clarke
Senior Project Manager
2017 Fiesta Drive
Sarasota, Florida 34231
(941) 927-8525

Where the terms ENGINEER and/or COUNTY are used in the Contract Documents, it shall mean COUNTY'S Project Management team.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce COUNTY to enter into this CONTRACT, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized itself with the nature and extent of the Bid Documents, Work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5.2 CONTRACTOR has studied carefully all drawings of the physical conditions upon which CONTRACTOR is entitled to rely.
- 5.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Bid Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 5.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Bid Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. Any additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities conducted by CONTRACTOR will be done at CONTRACTOR'S expense.

- 5.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Bid.
- 5.6 CONTRACTOR has given COUNTY written notice of all conflicts, errors or discrepancies that have been discovered in the Bid Documents and the written resolution thereof by COUNTY is acceptable to CONTRACTOR.
- 5.7 CONTRACTOR shall schedule and perform the Work subject to COUNTY'S approval and shall hold COUNTY harmless from all liabilities incurred due to CONTRACTOR'S failure to coordinate with COUNTY.

ARTICLE 6. CONTRACT DOCUMENTS

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

- 6.1 This CONTRACT and Bid Document **IFB #15-0363-DS**
- 6.2 Invitation for Bid # **IFB #15-0363-DS** in its entirety
- 6.3 Public Construction Bond Form and Insurance Certificate(s)
- 6.4 Drawings/Plans (not attached)
- 6.5 Addendum number **insert Addendum #** to **insert Addendum #** inclusive
- 6.6 CONTRACTOR'S Bid Form
- 6.7 Reports
- 6.8 The following, which may be delivered or issued after the Effective Date of the CONTRACT and are not attached hereto: all written Change Orders and other documents amending, modifying, or supplementing the Contract Documents.

- 6.9 The documents listed in paragraphs above are attached to this CONTRACT (except as noted otherwise above). There are no Contract Documents other than those listed above in this Article 6.

ARTICLE 7. DISPUTE RESOLUTION

Disputes shall be resolved as follows: good faith negotiations by the designated agents of the parties and if not resolved by such designated agents, CONTRACTOR shall submit its claim, with the basis for the dispute, in writing to the Manatee County Purchasing Official for a determination and handling in accordance with the provisions of Chapter 2-26 of the Manatee County Code.

ARTICLE 8. NO WAIVER

- 8.1 The failure of CONTRACTOR or COUNTY to insist on the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this CONTRACT in the event of a continuing or subsequent default on the part of CONTRACTOR or COUNTY.
- 8.2 Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the limited waiver of sovereign immunity, as set forth in Florida Statute 768.28, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 9. NO THIRD-PARTY BENEFICIARIES

This CONTRACT is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this CONTRACT is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or any other governmental entity any right, privilege, remedy, or claim under or by reason of this CONTRACT or any provisions or conditions hereof.

ARTICLE 10. GOVERNING LAW, JURISDICTION AND VENUE

- 10.1 This CONTRACT and the construction and enforceability thereof shall be interpreted under the laws of the State of Florida.
- 10.2 CONTRACTOR consents and agrees that all legal proceedings related to the subject matter of this CONTRACT shall be governed by the laws of the State of Florida.
- 10.3 CONTRACTOR consents and agrees that jurisdiction for such proceedings shall lie exclusively with such court, and venue shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.
- 10.4 In the event of any litigation arising under the terms of this CONTRACT, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 11. FORCE MAJEURE

Neither party shall be considered in default of performance of such obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, hurricane, or other disruptive event of nature, act of terrorism, explosion, lack of or failure of transportation or bridge/roadway facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 12. MISCELLANEOUS

- 12.1 Terms used in this CONTRACT are defined in Article 1 of Section E, General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignee from any duty or responsibility under the Contract Documents.
- 12.3 COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 12.4 By accepting Award of this CONTRACT, 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 duties or services required hereunder.

CONTRACT
IFB # 15-0363-DS

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT **IFB#15-0363-DS** to be duly executed by their authorized representatives.

CONTRACTOR

By: _____

Print Name & Title of Signer

Date: _____

COUNTY OF MANATEE, FLORIDA

By: _____
Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

BID FORM
(Submit in duplicate)

For: Waterproofing and Sealing Manatee County Administration Building

Total Offer Bid (Option # 1) _____
Based on a completion time of <u>120</u> calendar days
Total Offer Bid (Option # 2) _____
Based on a completion time of <u>135</u> calendar days

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the aforementioned herewith submit this bid, completely meeting each and every specification, term, and condition contained therein.

Two schedules for completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "total offer". County has the sole authority to select the bid based on the completion time which is in the best interest of County. Only one award shall be made.

As bidder, we understand that the IFB documents, in its entirety, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between Manatee County and the successful bidder. Failure to comply shall result in Agreement default, whereupon, the defaulting successful bidder shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit his/her bid bond.

Communications concerning this bid shall be addressed as follows: **(Complete all fields)**

Bidder's Name: _____
Mailing Address: _____
Telephone: () _____ Fax: () _____
Email Address: _____

I, _____ on [date(s)] _____ attest that I have visited the project site(s) to familiarize myself with the full scope of work required for the bid.

Acknowledge Addendum No. _____ Dated: _____	Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____	Acknowledge Addendum No. _____ Dated: _____
Acknowledge Addendum No. _____ Dated: _____	Acknowledge Addendum No. _____ Dated: _____

Authorized Signature(s): _____

Name and Title of Above Signer(s): _____

Date: _____

BID FORM
(Submit in Duplicate)

IFB#15-0363-DS

**WATERPROOFING AND SEALING MANATEE COUNTY ADMINISTRATION BUILDING
1112 MANATEE AVENUE WEST, BRADENTON, FL 34205
IFB #15-00363-DS**

Bid Option # 1 Based on Completion Time of 120 Calendar Days

ITEM #	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
1	Mobilization	LS	1	\$	\$
2	Application of Sealants Metal to Concrete	LF	12,724	\$	\$
3	Application of Sealants Metal to Metal	LF	9697	\$	\$
4	Application of Sealants Metal to Glass	LF	31,556	\$	\$
5	Application of Sealants Concrete to Concrete	LF	11,512	\$	\$
6	Application of Coatings (Paint) Main Building & Sky Walk	SF	21,226	\$	\$
7	Application of Clear Sealer (Architectural Panels)	SF	47,991	\$	\$
8	Stucco Crack Repair	LF	300	\$	\$
9	Miscellaneous Work Clean up & Restoration	LS	1	\$	\$
	TOTAL BASE BID Option # 1 Based on Completion of 120 Calendar Days				\$
10	CONTRACT CONTINGENCY (USED ONLY WITH COUNTY APPROVAL)		10% of TOTAL BASE BID		\$
	TOTAL OFFER FOR BID OPTION #1 with Contract Contingency Based on Completion Time of 120 Calendar Days				\$

Bidder: _____

Authorized
Signature: _____

Bid Form - 2

BID FORM
(Submit in Duplicate)

IFB#15-0363-DS

**WATERPROOFING AND SEALING MANATEE COUNTY ADMINISTRATION BUILDING
1112 MANATEE AVENUE WEST, BRADENTON, FL 34205
IFB #15-00363-DS**

Bid Option # 2 Based on Completion Time of 135 Calendar Days

ITEM #	DESCRIPTION	U/M	QTY.	BID PRICE PER UNIT	TOTAL BID PRICE
1	Mobilization	LS	1	\$	\$
2	Application of Sealants Metal to Concrete	LF	12,724	\$	\$
3	Application of Sealants Metal to Metal	LF	9697	\$	\$
4	Application of Sealants Metal to Glass	LF	31,556	\$	\$
5	Application of Sealants Concrete to Concrete	LF	11,512	\$	\$
6	Application of Coatings (Paint) Main Building & Sky Walk	SF	21,226	\$	\$
7	Application of Clear Sealer (Architectural Panels)	SF	47,991	\$	\$
8	Stucco Crack Repair	LF	300	\$	\$
9	Miscellaneous Work Clean up & Restoration	LS	1	\$	\$
10	Exterior of the Parking Garage	SF	47,640	\$	\$
	TOTAL BASE BID Option # 2 Based on Completion of 135 Calendar Days				\$
11	CONTRACT CONTINGENCY (USED ONLY WITH COUNTY APPROVAL)		10% of TOTAL BASE BID		\$
	TOTAL OFFER FOR BID OPTION #2 with Contract Contingency Based on Completion Time of 135 Calendar Days				\$

If the County chooses to purchase option # 2 which consists of all items in option # 1 along with the addition of the exterior of the parking garage, the award will be made to the lowest, responsive, responsible, bidder of option #2.

Bidder: _____

Authorized
Signature: _____

Bid Form - 3

MAILING LABEL

Cut along the outside border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid and the bid due date and time where requested.

MAILING LABEL TO AFFIX TO OUTSIDE OF SEALED BID PACKAGE:

SEALED BID - DO NOT OPEN

BIDDER: _____

SEALED BID NO: IFB # 15-0363-DS

BID TITLE: Waterproofing and Sealing Manatee County
Administration Building

DUE DATE/TIME: _____ @ _____

EXHIBIT A
INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by County, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence <i>This policy shall contain severability of interests provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>1,000,000</u> single limit per occurrence
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits & Requirements
5. <input type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.</p>

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p>
	<p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder <u>may</u> provide “Builder’s Risk” insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, County and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to County of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act \$ _____ per occurrence</p> <p>Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft, \$ _____ per occurrence</p>
6. <input checked="" type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input checked="" type="checkbox"/> Performance Bond:	<p>For projects in excess of \$100,000.00, performance bond shall be submitted by bidder for 100% of the award amount.</p> <p>\$ _____</p>

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Insurance and Bonding exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of County in connection with any claim against the successful bidder for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to County or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold an A.M. Best rating of "A-" or better, and are deemed acceptable to County as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the project, including any warranty periods.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to County renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide County with such renewal certificate(s) shall be considered justification for County to terminate any and all agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to County of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse County for such costs within thirty (30) days after demand, County has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between the County and successful bidder. County shall be under no obligation to purchase such

insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it must comply with the following:
1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 15-0363-DS, Waterproofing and Sealing Manatee County Admin. Building
For any and all work performed on behalf of Manatee County.**
 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Donna M. Stevens, Contract Specialist**

Bid Bond/Certified Check:

By submitting a bid to this Invitation for Bid, the bidder agrees should the bidder's bid be accepted, **to execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If County enters into an Agreement with a bidder, or if County rejects any and/or all bids, accompanying bond will be promptly returned.

Performance and Payment Bonds:

Successful bidder shall furnish surety bonds using the Public Construction Bond form prescribed in Florida Statutes § 255.05, which is provided herein, as security for faithful performance of the Agreement awarded as a result of this bid and for the payment of all persons performing labor

and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Florida Statutes § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Florida Statutes § 255.05.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized Surety company, authorized to do business in the State of Florida, satisfactory to this County. Surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed five (5%) percent of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York, 10038. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and payment bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within ten (10) calendar days after notice of intent to award.

In addition, pursuant to Florida Statutes § 255.05(1)(b), prior to commencing Work, the successful bidder shall be responsible and bear all costs associated to record the performance and payment bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Florida Statutes § 255.05(1)(b), County will make no payment to the successful bidder until the successful bidder has complied with this paragraph.

Furnishing performance and payment bonds shall be requisite to execution of an Agreement with County. Said performance and payment bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of County at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

When activity occurs within the resulting Agreement that increases the amount of the Agreement by either an approved Administrative Contract Adjustment (ACA) or an approved Change Order, a recorded bond rider shall be provided before the additional Work can proceed. All premiums shall be paid by the successful bidder.

EXHIBIT B
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:

EXHIBIT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE**

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

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

_____ for _____ [Print name of entity submitting sworn statement]

whose business address is _____

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

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

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County'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.

EXHIBIT C

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

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



R. B. "Chips" Shore

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

EXHIBIT E: 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 _____

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

Revised: June 26, 2013

"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

**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. 15-0363-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. 15-0363-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

Company Name

Signature

Print Name & Title

(Corporate Seal)

SURETY

Company Name

Signature

Print Name & Title

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent? ☐ Yes ☐ No

License #: _____

State of: _____

County of: _____

City of: _____

PROJECT MANUAL

COATINGS AND SEALANTS PROJECT

KEG File: 13DS-1004.06
November 6, 2014

*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 Wset
Bradenton, FL 34205

November 6, 2014 Revision
File: 13DS-1004.06

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**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 that this Project Manual cover 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. MANATEE COUNTY will be responsible for removing all existing debris and equipment from areas immediately adjacent work surfaces before the CONTRACTOR is scheduled to start work.
 - 2. 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 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 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

**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.

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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.

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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

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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 was 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 – OPTION #2 BID ITEM

1.01 General

- A. This section includes requirements governing the Bid Option # 2. All items requested for Bid Option # 2 remain the same, with the exception of the addition of the exterior of the parking garage. 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 Option # 2 if it 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 either option, and to award the Contract accordingly unless otherwise indicated in the Contract Documents.
 - 3. Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.

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Option # 2 Bid Item No.11: 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.

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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**

PART 1 – GENERAL

1.01 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I specification sections, apply to work in this Section.

1.02 Summary

- A. This Contractor shall furnish and install all joint sealants as shown on the drawings and/or herein specified.
- B. The procedures specified in this Section shall constitute minimum requirements. Where Manufacturer has required procedures more stringent than those contained within this Section, the Manufacturer's procedures shall govern.
- C. It is intended that this manual direct the removal and replacement of all in-service exterior sealants.

1.03 References

- | | | |
|----|-----------------|---|
| A. | ASTM C920 | Elastomeric Joint Sealants |
| B. | ASTM C719 | Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle) |
| C. | ASTM C661 | Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer |
| D. | ASTM C792 | Effects of Heat Aging on Weight Loss, Cracking and Chalking of Elastomeric Sealants |
| E. | ASTM C794 | Adhesion-in-Peel of Elastomeric Joint Sealants |
| F. | ASTM D412 | Vulcanized Rubbers and Thermoplastic Rubbers and Thermoplastic Elastomers – Tension |
| G. | ASTM C 1521-02a | Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints |

1.04 Project Conditions

- A. This Contractor shall inspect the job conditions. Commencement of work shall constitute approval of existing conditions.
- B. Follow Manufacturer's recommendations regarding ambient weather conditions, temperature, humidity and other additional installation information.
- C. Install products only with adequate ventilation.

1.05 Quality Assurance

- A. Installation of Products shall be performed exclusively by manufacturer-approved applicators.
- B. Follow Manufacturer's recommendations regarding curing considerations and other additional quality control information.
- C. Manufacturer shall have a minimum of ten (10) years experience specializing in specified items. The applicator shall be approved by Sealant Manufacturer and shall have five (5) years experience. Contractor is to provide written verification and references.
- D. Where mixing of components is required, use complete pre-measured units.

**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..

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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 Corning 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.

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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.

**SECTION 09900
PAINTS and COATINGS**

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, Sillyl-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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side of the repair area. Stipple or texture to blend with adjacent surfaces.

- g) 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.

d. Cracks - 1/4" to 1/2":

- a) Saw-cut crack to create joint for backer rod and specified sealant.
- b) Rake-out with knife and clean.
- c) Seal with specified surface conditioner.
- d) Fit with backer rod.
- e) Install sealant.
- f) Allow sealant to dry in accordance with manufacturer's instructions until sealant has achieved through cure.
- g) 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 side of the repair area. Stipple or texture to blend with adjacent surfaces.
- h) 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.
- i) Note: Cracking, splitting or spalling concrete can have an adverse effect on performance of the specified coating system. Specifications for repairs, scope of work and materials should be provided by professionals experienced in this type of work. Consultation with a structural engineering firm specializing in the industry of concrete restoration is suggested.

K. Rust Stains:

- 1. From sprinkler systems:
 - a. Remove stains with rust stain remover.
 - b. Rinse and let dry.
- 2. From imbedded iron deposits:
 - a. Chip, drill or chisel out.
 - b. Treat stain with oxalic acid.
 - c. Seal with surface conditioner.
 - d. Fill with patching compound, blending with adjacent surfaces.
- 3. Rust-through from metal lath or reinforcing steel:
 - a. Corroded corner bead assemblies or rust-through from imbedded reinforcing steel should be reviewed and repair modes written by a qualified professional.

L. Stucco:

- 1. Deteriorating stucco areas less than 2 square inches in size and 1/4" deep:
 - a. Sound out and remove loose stucco.
 - b. Seal with surface conditioner.

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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