

## **BID DOCUMENTS**

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# **Taylor Coastal Navigational Aids Bird Racks & River Entrance Markers Taylor County, Florida 2001-008-ENG**

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**January 2017**

**Prepared for:**

**Taylor County Board of County Commissioners  
108 N. Jefferson St.  
Perry, Florida 32347**

**Prepared by:**

**Taylor County Engineering  
201 East Green Street  
Perry, FL 32347  
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# **PART 1 – BIDDING REQUIREMENTS**



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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## INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers.**

Qualified firms or individuals desiring to provide the required products or services must submit **five (5)** packages in a sealed envelope or similar package marked “**Sealed Proposal for Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers**” to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on **March 3, 2017**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **6:00 P.M.** local time, or as soon thereafter as practical, on **March 6, 2017**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

**Taylor County Engineering Department**  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

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1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 1<sup>st</sup> Floor Courthouse, 108 N. Jefferson St., Suite 102, Perry, FL*. Bidding procedures will be administered at the *Taylor County Administrative Complex located at 201 East Green St., Perry, FL*.
- B. *Bidder*-- One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to Bidder.
- C. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

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3.01 To demonstrate Bidder's qualifications to perform the Work, ~~within five days of Owner's request~~, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

[A. Valid Business/Contractor Licensing/Registration Information]

[B. The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

## **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

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### *4.01 Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

### *4.02 Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

### *4.03 Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 - PRE-BID CONFERENCE**

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5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions received prior to the bid opening. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 6 - SITE AND OTHER AREAS**

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6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

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7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.



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## **ARTICLE 8 - BID SECURITY**

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8.01 Bid security will not be required for this project.

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## **ARTICLE 9 - CONTRACT TIMES**

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9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

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## **ARTICLE 10 - LIQUIDATED DAMAGES**

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10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

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## **ARTICLE 11 - SUBSTITUTE AND “OR-EQUAL” ITEMS**

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11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

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## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

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12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

12.05 Any proposed Subcontractors shall provide proof of current licensure in the related trade category for the work they will be performing. Further, all proposed Subcontractors shall be required to meet the same insurance requirements as that required for the Bidder either through an employee relationship or separate coverage. Failure to provide proof of current licensure and/or insurance will be considered a violation of contract terms and conditions and result in termination of award.

## **ARTICLE 13 - PREPARATION OF BID**

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13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer or the Issuing Office.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

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14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount

[added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

## ARTICLE 15 - SUBMITTAL OF BID

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15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

- [A. Certificates of Liability Insurance or Agency Statement]
- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) ]
- [E. Non-Collusion Affidavit]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.]
- [H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)]
- [I. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)]
- [J. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)]

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "*Sealed Proposal for Taylor Coastal Navigational Aids - Bird Racks & River Entrance Markers.*" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

15.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

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16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 17 - OPENING OF BIDS**

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17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

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19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County Ordinance No. 2003-12.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work

for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

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20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.02 All Proposals submitted require General Liability and Workmen's Compensation Insurance (State and Federal Longshoreman's), and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

## **ARTICLE 21 - SIGNING OF AGREEMENT**

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21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## **ARTICLE 22 - SALES AND USE TAXES**

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22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.

2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

## **ARTICLE 23 - RETAINAGE**

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23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## **ARTICLE 24 - CONTRACTS TO BE ASSIGNED**

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24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for *Taylor Coastal Navigational Aids - Bird Racks & River Entrance Markers* project. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

# BID FORM

## Taylor Coastal Navigational Aids - Bird Racks & River Entrance Markers

### 2001-008-ENG

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#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

*Taylor County Board of County Commissioners  
 Clerk of Court  
 1<sup>st</sup> Floor Courthouse, Suite 102  
 108 North Jefferson St.  
 Perry, Florida 32347*

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.



**ARTICLE 5 – BASIS OF BID**

**5.01** Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price	_____	\$ _____
90 Total Contract Days	(words)	(numerals)
 <b><u>Bird Racks</u></b>		
T1 Rocky Point	_____	\$ _____
T11 Pitts Creek	_____	\$ _____
T12 Big Bayou	_____	\$ _____
	Bird Rack Subtotal	\$ _____
 <b><u>River Entrance Markers</u></b>		
Fenholloway River	_____	\$ _____
Spring Warrior	_____	\$ _____
	River Entrance Marker Subtotal	\$ _____

Any and all specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

**ARTICLE 6 – TIME OF COMPLETION**

**6.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

**6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

**7.01** The following documents are attached to and made a condition of this Bid:

- A. Certificate of Liability Insurance or Agency Statement
- B. Declaration Page form Workers’ Compensation Insurance or Exemption Issued by the State of Florida
- C. Workers’ Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Non-Collusion Affidavit
- F. Valid Business/Contractor Licensing/Registration Information

- G. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security’s E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- J. List of Project References (Include: Project Cost, Completion date, Owner Contact information, etc.)

**ARTICLE 8 – DEFINED TERMS**

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

An Individual

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

By: \_\_\_\_\_ (SEAL)  
*(Individual’s signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

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

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

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

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of first joint venture partner -- attach evidence of authority to sign)*

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

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of second joint venture partner -- attach evidence of authority to sign)*

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

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, \_\_\_\_\_(Contractor), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Worker's Compensation exemption and Owner having agreed for Contractor to proceed with the following project, to-wit:

*Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers  
Taylor County, Florida*

**Contract:** The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives

1. Contractor hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:

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

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

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_  
(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: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

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

5. I understand that “convicted” or “conviction” as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

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

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

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

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

(Name of individual signing)

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

of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s) of \_\_\_\_\_ individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

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

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced



## **PART 2– CONTRACT FORMS**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers, Taylor County, Florida.* The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications.

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*This project is to be a lump sum project, with any add/deduct items as specified on the Bid Proposal.*

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been prepared by:

Taylor County Engineering Division  
201 East Green Street  
Perry, Florida 32347  
Phone: 850-838-3500  
Fax: 850-838-3501

3.02 The Project will be administered by:

Taylor County Engineering Division  
201 East Green Street  
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 85 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of zero percent (0%) per annum.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any

aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Standard General Conditions.
3. Supplementary Conditions.
4. Specifications as listed in the table of contents of the Project Manual.
5. Drawings consisting of 3 sheets with each sheet bearing the following general title: Taylor Coastal Navigational Aids - Bird Racks & River Entrance Markers [or] the Drawings listed on attached sheet index.
6. Addenda (numbers 1 to \_\_\_\_\_, inclusive).
7. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys 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 assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

### 10.06 Public Records Provision

- A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

A. Venue for disputes arising from this contract shall be Taylor County, Florida.

**IN WITNESS WHEREOF**, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2017 (which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

Taylor County Board of County Commissioners

By: Ted Lakey

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_ (Where applicable)

Agent for service or process: \_\_\_\_\_

\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

# BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

BID  
Bid Due Date: March 3, 2017

Project (Brief Description Including Location): *Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers, Taylor County, Florida.* The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications.

BOND  
Bond Number: \_\_\_\_\_  
Date (Not later than Bid due date): \_\_\_\_\_  
Penal Sum: \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

## CONTRACT

Date:

Amount:

Description (Name and Location): *Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers, Taylor County, Florida.*  
The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications.

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

\_\_\_\_\_  
Signature and Title

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

Attest:

\_\_\_\_\_  
Signature and Title:

**EJCDC No. C-610 (2002 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

## CONTRACT

Date:

Amount:

Description (Name and Location): *Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers, Taylor County, Florida.*  
The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications.

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: \_\_\_\_\_

Signature and Title

### CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

### SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By: \_\_\_\_\_

Signature and Title

(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker:  
Owner's Representative (engineer or other party):**

## **PART 3 – CONDITIONS OF THE CONTRACT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

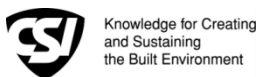
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AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).



## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:**

- A. *Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

**SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

**SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*
- |    |  |                  |
|----|--|------------------|
| a. | <i>State</i>                                     | <i>Statutory</i> |
| b. | <i>Applicable Federal (e.g., Longshoreman's)</i> | <i>Statutory</i> |
| c. | <i>Employer's Liability</i>                      | <i>\$100,000</i> |
2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*
- |    |  |                    |
|----|--|--------------------|
| a. | <i>General Aggregate</i>   | <i>\$1,000,000</i> |
| b. | <i>Products – Completed Operations Aggregate</i>   | <i>\$1,000,000</i> |
| c. | <i>Personal and Advertising Injury</i>   | <i>\$1,000,000</i> |
| d. | <i>Each Occurrence (Bodily Injury and Property Damage)</i>   | <i>\$1,000,000</i> |
| e. | <i>Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</i> |                    |
| f. | <i>Excess or Umbrella Liability</i>  |                    |
|    | 1) <i>General Aggregate</i>  | <i>\$1,000,000</i> |
|    | 2) <i>Each Occurrence</i>  | <i>\$1,000,000</i> |

3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*
- |    |                                 |             |
|----|---------------------------------|-------------|
| a. | <i>Bodily Injury:</i>           |             |
|    | 1) <i>Each person</i>           | \$1,000,000 |
|    | 2) <i>Each Accident</i>         | \$1,000,000 |
| b. | <i>Property Damage:</i>         |             |
|    | 1) <i>Each Accident</i>         | \$ 500,000  |
| c. | <i>Combined Single Limit of</i> | \$1,000,000 |
4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*
- |    |                            |             |
|----|----------------------------|-------------|
| a. | <i>Bodily Injury:</i>      |             |
|    | 1) <i>Each Accident</i>    | \$1,000,000 |
|    | 2) <i>Annual Aggregate</i> | \$1,000,000 |
| b. | <i>Property Damage:</i>    |             |
|    | 1) <i>Each Accident</i>    | \$1,000,000 |
|    | 2) <i>Annual Aggregate</i> | \$1,000,000 |

**5.04.B.1. Additional Insureds:**

*Taylor County Board of County Commissioners*

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
  2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

**SC-6.13**

*Any and All Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, piling installation, reef-ball placement, material deliveries, etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Ted Lakey, County Administrator*

*Kenneth Dudley, County Engineer*

*Victor Blanco, University of Florida Marine and Natural Resources Agent*

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

*No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.*

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

**SC-16**

*The venue for all disputes shall be Taylor County, Florida.*

## **PART 4 – SPECIFICATIONS**

## SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is undertaking construction of Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers. The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications. All work shall be completed in accordance with these specifications and plans.
2. **FDOT MODIFICATIONS** - When “FDOT Roadway and Traffic Design Standards” or “FDOT Standard Specifications for Road and Bridge Construction” refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When “FDOT Roadway and Traffic Design Standards” or “FDOT Standard Specifications for Road and Bridge Construction” refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. **FDOT SPECIFICATIONS** – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. **WARRANTY** - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.
5. All products and materials used shall meet all stated requirements and specifications. Proof of product/supplies compliance shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. At a minimum, Contractor shall make provisions to accommodate one (1) authorized Taylor County representative to be on site during all reef ball and piling placement/installation.
7. All product/material certifications shall be provided to Taylor County at time of material receipt.

## SECTION 01100 – SUMMARY OF THE WORK

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers.
  - 1. Project Location: Gulf Coast, Taylor County, Florida.
  - 2. Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers Contract: The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems & river entrance markers as more fully detailed in the project plans and specifications.
    - a. See Demolition 02050 for additional details concerning structure recovery and salvageable materials.
  - 3. The Sequence of Construction will be permitted to follow the Contractor's typical format for such work. However, the Sequence of Construction is generally expected to initiate with placement of Erosion Control measures, removal of pre-existing structure debris, placement of reef balls (at Bird Racks only), piling installation, structure construction, signage and location identifiers installation, final inspection.
- B. Architect/Engineer Identification: The Contract Documents, dated January 2017, were prepared and assembled for the project by the Taylor County Engineering Division. Kenneth Dudley, P.E. is the Engineer of Record.
- C. The Contractor shall furnish all labor, tools, services and incidentals to complete all work required by these Contract Documents.
- D. The Contractor shall perform the work complete, in place, disinfected where applicable and ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.
- E. Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper construction of the work, whether specifically indicated in the Contract Documents or not.

### 1.3 CONTRACT(S)

- A. Project will be constructed under a general construction contract.

### 1.4 SUBSTANTIAL COMPLETION

- A. The project will be considered substantially complete when all components of the project are complete, in operation and available for use by Owner.

### 1.5 WORK SEQUENCE

- A. The Work shall be conducted (if applicable in multiple phases), as described on phasing drawings.
- B. All work performed under this contract shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, Contractor shall obtain written approval at least three days prior to scheduling of such work.
- C. The County's authorized representative shall be given no less than 48 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, piling installation, concrete pours, material deliveries, lane closures etc.
- D. The Contractor shall post all needed warning signs for construction.

### 1.6 OWNER FURNISHED PRODUCTS

- A. None.

### 1.7 ABBREVIATIONS AND REFERENCES

- A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the Contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.
- B. Reference to a technical society, organization, or body may be in the Specifications by abbreviations, in accordance with the following list:

AASHTO	- The American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
AGA	- American Gas Association
AGMA	- American Gear Manufacturers Association
IEEE	- Institute of Electrical and Electronic Engineers

AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
ANSI	- American National Standards Institute
API	- American Petroleum Institute
ASCE	- American Society of Civil Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society of Testing Materials
AWPA	- American Wood Preservation Association
AWS	- American Welding Society
AWWA	- American Water Works Association
FED SPEC	- Federal Specifications
CIPRA	- Cast Iron Pipe Research Association
DIPRA	- Ductile Iron Pipe Research Association
NCPI	- National Clay Pipe Institute
NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
NEWWA	- New England Water Works Association
TCA	- Tile Council of America, Inc.
NEC	- National Electric Code
NLMA	- National Lumber Manufacturers Association
SAE	- Society of Automotive Engineers Standards
SHBI	- Steel Heating Boiler Institute
SBCC	- Standard Building Code Congress International, Inc.
FDOT/DOT	- Florida Department of Transportation
U.L., Inc.	- Underwriter's Laboratories, Inc.
OSHA	- Occupation Health and Safety Act
SSPC	- Steel Structures Painting Council

- C. When no reference is made to a code, standard, or specification, the standard specification of the AWWA, the ASTM, the ANSI, the IEEE, the FDOT or the NEMA shall govern.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100



## SECTION 01600 – MATERIAL AND EQUIPMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.

## 1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
  - 3. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
  - 4. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

5. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
6. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
7. Manufacturer's Warranty: Prepared written warranty published by individual manufacturer for a particular product and specifically endorsed by Manufacturer to Owner.
8. Special Warranty: Written warranty required by or incorporated into the Contract Documents, whether to extend time limit provided by manufacturer's warranty or to provide more rights to owner.

#### 1.4 SUBSTITUTIONS

- A. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
  1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  2. Revisions to Contract Documents requested by the Owner or Architect/Engineer.
  3. Specified options of products and construction methods included in Contract Documents.
  4. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### 1.5 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Owner and Architect/Engineer.
  1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
  2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
  3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

- a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
- b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
- c. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
- d. Samples, where applicable or requested.
- e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
- f. Cost information, including a proposal of the net change, if any in the Contract Sum.
- g. The Contractor's certification that the proposed is equal-to or better in every respect to that required by the Contract Documents and is appropriate for the applications indicated.
- h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

#### 4. ARCHITECT'S/ENGINEER'S ACTION

- a. Within one week of receipt of the request for substitution, the Architect/Engineer will request additional information or documentation necessary for evaluation of the request.
- b. Within two weeks of receipt of the request, or one week of receipt of the additional information or documentation, which ever is later, the Architect/Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

#### 1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products or manufacturers for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each prime contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
  2. If a dispute arises between prime contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer
    - b. Model and serial number
    - c. Capacity
    - d. Speed
    - e. Ratings

#### 1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, and loss, including theft.
1. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses; and to prevent overcrowding of construction spaces.
  2. Deliver products to the site in undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, and unpacking, protecting, and installing.
  3. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  4. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  5. Store heavy materials away from the Project structures in a manner that will not endanger the supporting construction.

6. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- B. All new installed materials shall be sealed from moisture penetration at the end of each day.

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation. Discontinued items will not be accepted.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
  2. Semiproprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.
    - a. Where Specifications specify products or manufacturers by name, accompanied by the term "**or equal**" or "**or approved equal**," comply with the Contract Documents provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product or manufacturer.
  4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
  5. Performance Specification Requirements: Where Specifications require compliance with performance requirements only, and do not provide a list of acceptable products and/or

manufacturers, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

- a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample (match existing), the Architect's/Engineer's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
8. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with specified requirements. The Architect/Engineer will select the color, pattern, and texture from the full available product line of that manufacturer with final approval from Owner. Any selections within the product line which are unavailable, no longer made or superseded by another should be so marked. The use of the word "standard" in this context is defined as all colors offered by a manufacturer in their published literature and would not include the creation of a specially mixed color for this specific project not typically available.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Conditions: Contractor's substitution request will be received and considered by the Architect/Engineer when one or more of the following conditions are satisfied, as determined by the Architect/Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
  1. Extensive revisions to Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of Contract Documents.
  3. The request is timely, fully documented and properly submitted.
  4. The request is directly related to an "or approved equal" clause or similar language in the Contract Documents.
  5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect/Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
  7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and Architect's/Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

## SECTION 01720 –PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 REQUIREMENTS INCLUDED

- A. Maintain a complete and accurate log of control and survey work on site as work progresses.
- B. Throughout the Project duration maintain, on site, one set of the following record documents; record actual revisions to the work:
  - 1. Contract Drawings
  - 2. Electronic AutoCAD drawing files for Contract Drawing and Shop Drawings
  - 3. Project Specifications
  - 4. Addenda
  - 5. Change Orders and other modifications to the Contract Drawings
  - 6. Reviewed and approved shop drawings, product data, and samples
  - 7. Written interpretations and clarifications
  - 8. Field orders or written directives or instructions
  - 9. Field test reports
  - 10. Construction photographs

## 1.2 RELATED REQUIREMENTS

- A. Section 01050: Field Engineering.
- B. Section 01340: Shop Drawings, Working Drawings and Samples.
- C. Section 01380: Construction Photographs.

## 1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage samples.
- B. File documents and samples in accordance with CSI/CSC format.
- C. Maintain documents in a clean, dry, legible condition and in good condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Architect/Engineer and Owner.



#### 1.4 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated (RED) by the Architect/Engineer.

#### 1.5 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
  - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual consideration:
  - 1. Depth of various elements of foundation in relation to finish first floor datum
  - 2. Field changes of dimension and detail
  - 3. Changes made by Field Order or by Change Order
  - 4. Details not on original contract drawings
  - 5. Major architectural and structural changes including relocation of doors, windows, etc.
  - 6. Prior to contract closeout, this data shall be recorded to scale legibly on a clean contract set of documents. Where changes are to be recorded, the contract set drawings will be labeled and marked "As-Built." Where the work was installed exactly as shown on the contract drawings the drawings shall not be disturbed other than being marked "As-Built." In showing the changes the same legend shall be used to identify stormwater structure, piping etc., as was used on the contract drawings. The Contractor shall review and sign the approved As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. The drawings including those unchanged and changed shall be submitted to the Architect/Engineer when completed, together with two sets of "As-Built" prints and an electronic pdf format copy burned to a CD for review and forwarding to the Owner.
- D. Specifications and Addenda: Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and items of equipment actually installed.
  - 2. Changes made by Field Order or by Change Order.

#### 1.6 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Engineer for the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01720

SECTION 02010 - STORM WATER POLLUTION PREVENTION PLAN

**Project:**

Taylor Coastal Navigational Aids – Bird Racks & River Entrance Markers  
Taylor County, Florida

**Owner:**

Taylor County Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347

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## PART 1 -

## 1.1 SITE DESCRIPTION

## A. Project Name and Location:

Taylor Coastal Navigational Aids – Bird Racks

T1 Rocky Point @ LAT 29° 58' 1.800" N; LONG 83° 56' 0.300" W

T11 Pitts Creek @ LAT 29° 57' 46.200" N; LONG 83° 52' 12.480" W

T12 Big Bayou @ LAT 29° 57' 2.640" N; LONG 83° 54' 4.020" W

Taylor Coastal Navigational Aids – River Entrance Markers

Fenholloway River @ LAT 29° 58' 35.772" N; LONG 83° 47' 16.587" W

Spring Warrior River @ LAT 29° 55' 16.996" N; LONG 83° 41' 13.530" W

all along the Taylor County, Florida coast

## B. Owner Name and Address:

Taylor County Board of County Commissioners  
108 North Jefferson St., Suite 102, Perry, FL 32347  
Perry, Florida 32347

## C. The intent of this contract is to secure all labor, equipment and materials required for the Taylor Coastal Navigational Aids – Bird Racks &amp; River Entrance Markers project in Taylor County, Florida. This project includes complete removal and disposal of pre-existing structure debris at the proposed locations and new construction of multiple wooden piling bird rack systems &amp; river entrance markers as more fully detailed in the project plans and specifications. The following is a proposed construction sequence concerning sedimentation and erosion control.

1. Installing Perimeter sediment controls as indicated on the plan(s)
2. Complete removal and lawful disposal of pre-existing pilings and structure debris
3. Construction of Wooden Piling Bird Rack System and/or River Entrance Marker
4. Removal of Perimeter sediment controls after project completion and return of stability of disturbed areas

## 1.2 NAME OF RECEIVING WATERS

## A. Gulf of Mexico

## 1.3 GENERAL

## A. Scope

1. This section covers the stormwater management practices that the Contractor shall employ in accordance with the Environmental Resource Permit (ERP) permit governing storm

water discharges during construction and in accordance with erosion control practices specified in other sections.

2. The Contractor shall manage the discharge of stormwater from the site in accordance with the ERP and this document. The Contractor shall be responsible for conducting the stormwater management practices in accordance with the permit. The Contractor shall be responsible for any enforcement action taken or imposed by Federal or State agencies, including the cost of fine, construction delays, and remedial actions resulting from the Contractor's failure to comply with the permit provisions.
3. The Contractor shall monitor the suitability of the designated management practices to achieve the stormwater quality provisions of the permit, and shall notify the Owner of the need to change management practices. If changes are ordered by the Owner, an adjustment in Contractor's fee shall be considered in accordance with the General Conditions. However, the Contractor's failure to monitor or report deficiencies to the Owner will result in the Contractor being liable for fines and construction delays from any Federal or State agency enforcement action.

#### 1.4 EROSION AND SEDIMENT CONTROLS

##### A. Stabilization practices for this site include:

1. Minimized/Limited disturbance of adjacent unaffected areas.
2. Limit mooring/anchoring locations

##### B. Structural practices for this site include:

1. Floating Turbidity Barrier (Contractor shall keep a Turbidity Meter at the project site to measure project site and background (150m from site) turbidity as needed).

##### C. Sequence of Major Activities

- ##### D. The general contractor will be responsible for implementing the following erosion control and stormwater management. The general contractor may designate these tasks to certain subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the general contractor.

#### 1.5 CONSTRUCTION SEQUENCE

- A. Post all applicable permit placards. The permit placards shall not be nailed to trees
- B. Construct/Install sedimentation control device(s) - Floating Turbidity Barrier.
- C. Secure approval to commence construction from Architect/Engineer/Owner Representative
- D. Remove and lawfully dispose of pre-existing structure debris with careful attention to avoid disturbance of adjacent unaffected areas and fishery structures (culverts, etc.).

- E. Place/Orient Reef Balls at intended piling location(s) (at Bird Racks only)
- F. Install Wooden Pilings
- G. Construct Bird Rack System and/or River Entrance Marker.
- H. Install Signage and Location identifiers
- I. Removal of sedimentation control device(s)

#### 1.6 OTHER CONTROLS

##### A. Waste Disposal

1. In Section 104 of the Erosion Control Plan, the Contractor shall describe the proposed procedure to comply with applicable state and local regulations for waste disposal, sanitary sewer and septic systems. All waste materials will be collected and stored in accordance with all local and state solid waste management regulations.

##### B. Sanitary Waste

1. All sanitary waste will be collected from the portable units a minimum of three times per week by a licensed portable facility provider in complete compliance with local and state regulation.

##### C. Hazardous Substances and Hazardous Waste

1. All hazardous waste materials shall be disposed of in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. Site personnel will be instructed in these practices by the job site superintendent, who will also be responsible for seeing that these practices are followed. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the SWPPP file at the job site construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.
2. The contractor will implement the Spill Prevention Control and Countermeasures (SPCC) Plan found within this SWPPP and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with storm water discharges. If such contact occurs, the storm water discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated storm water. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the SPCC plan.

3. Any spills of hazardous materials which are in quantities in excess of Reportable Quantities as deemed by EPA regulations shall be immediately reported to the EPS National Response Center 1-800-424-8802.
4. In order to minimize the potential for a spill of hazardous materials to come into contact with stormwater the following steps will be implemented:
  - a. All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in source in a secure location, under cover, when not in use.
  - b. The minimum practical quantity of all such materials will be kept on the job site.
  - c. A spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.
  - d. All of the products in a container will be used before the container is disposed of.
  - e. All products will be used in strict compliance with instructions on the product label.
  - f. The disposal of excess or used products will be in strict compliance with instructions on the product label.

#### 1.7 CONTAMINATED SOILS

- A. Any contaminated soils (resulting from spills of materials with hazardous properties) which may result from construction activities will be contained and cleaned up immediately in accordance with the procedures given in the Spill Prevention Control and Countermeasures (SPCC) Plan and in accordance with applicable state and federal regulations.
- B. The job site superintendent will be responsible for seeing that these procedures are followed.

#### 1.8 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

- A. Contractor will obtain copies of any and all local and state regulations which are applicable to storm management and pollution minimization at this job site and will comply fully with such regulations. The contractor will submit written evidence of such compliance if requested by the Owner or any agent of a regulatory body. Contractor will comply with all conditions of the ERP for Construction Activities, including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the job site and allowing regulatory personnel access to the job site and to records in order to determine compliance.
- B. Owner has petitioned the appropriate regulatory agencies for authorization and recommended measures needed in dealing with endangered species located on the site.

#### 1.9 MAINTENANCE INSPECTION PROCEDURES

- A. Erosion and Sediment Control Maintenance and Inspection Practices
- B. The following is a list of erosion and sediment controls to be used on this site during construction practice.
  - 1. Stabilization practices for this site include:
    - a. Minimized/Limited disturbance of adjacent unaffected areas
    - b. Limit mooring/anchoring locations
  - 2. Structural practices for this site include:
    - a. Floating Turbidity Barrier (Contractor shall keep a Turbidity Meter at the project site to measure project site and background (150m from site) turbidity as needed).
  - 3. The following inspection and maintenance practices will be used to maintain erosion and sediment controls.
    - a. All control measures will be inspected before and upon completion of any project activity but no less than at least once each week until such measures are approved for removal.
    - b. All measures shall be maintained in good working order. If repairs are found to be necessary, they must be initiated within 7 days of report.
    - c. A maintenance inspection report will be made after each inspection.
    - d. The job site superintendent will be responsible for selecting the individuals who will be responsible for these inspections, maintenance and repair activities, and filling out inspection and maintenance reports.
    - e. Personnel selected for the inspection and maintenance responsibilities will receive training from the job site superintendent. They will be trained in all inspection and maintenance practices necessary for keeping the erosion and sediment controls that are used onsite in good working order.
    - f. Inspectors shall complete the forms provided in Appendix A when performing all inspections.

#### 1.10 SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN

- A. MATERIALS COVERED
- B. The following materials or substances with known hazardous properties are expected to be present onsite during construction:

Petroleum based products



C. MATERIAL MANAGEMENT PRACTICES

1. The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

D. GOOD HOUSEKEEPING

1. The following good housekeeping practices will be followed onsite during the construction project:
  - a. An effort will be made to store only enough products required to do the job.
  - b. All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or other enclosure.
  - c. Products will be kept in their original containers with the original manufacturer's label in legible condition.
  - d. Substances will not be mixed with one another unless recommended by the manufacturer.
  - e. Whenever possible, all of a product must be used up before disposing of the container.
  - f. Manufacturer's recommendations for proper use and disposal must be followed.
  - g. The job site superintendent shall be responsible for ensuring proper use and disposal of materials.

E. HAZARDOUS PRODUCTS

1. These practices shall be used to reduce the risks associated with hazardous materials:
  - a. Products must be kept in original containers with the original labels in legible condition.
  - b. Original labels and material safety data sheets (MSDS's) must be procured and used for each material.
  - c. Product containers and any surplus product must be disposed of per manufacturer's or local/state/federal government recommended methods.
  - d. A spill control aid containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rages, gloves, goggles, plastic and metal trash containers, etc.) shall be provided at the storage site.

F. PRODUCT SPECIFIC PRACTICES

1. The following product specific practices will be followed on the job site:

G. PETROLEUM PRODUCTS

- 1. All onsite vehicles/equipment shall be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products must be stored in tightly sealed containers, which are clearly labeled. Any petroleum storage tanks used on site will be installed per all appropriate local/state/federal regulations. Any asphalt substances used onsite shall be applied according to the manufacturer’s recommendations.

H. SPILL PREVENTION PLAN

- 1. Manufacturer’s recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup.
- 2. Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite in the spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.)
- 3. All spills shall be cleaned up immediately after discovery.
- 4. Spills of toxic or hazardous materials shall be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the spill. Spills of amounts that exceed Reportable Quantities of certain substances specifically mentioned in federal regulations (40 CFR 302 list and oil) shall be immediately reported to the EPA National Response Center, telephone 1-800-424-8802. Reportable Quantities of some substances which may be used at the job site are as follows:

Oil-appearance of a film or sheen on water  
Pesticides usually 1 lb.  
Acids 5000 lb.  
Solvents, flammable 100 gal.

1.11 OWNER CERTIFICATION

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including possibility of fine and imprisonment for knowing violations.”

Signed: \_\_\_\_\_ Position: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

1.12 CONTRACTOR’S CERTIFICATION



- \_\_\_\_\_ Remove and lawfully dispose of pre-existing structure debris from site location. Do not disturb any of the surrounding unaffected areas and fishery structures (culverts, etc.)
- \_\_\_\_\_ Place/Orient Reef Balls at intended piling location(s) (at Bird Racks only)
- \_\_\_\_\_ Install Wooden Pilings
- \_\_\_\_\_ Construct Bird Rack System and/or River Entrance Marker
- \_\_\_\_\_ Install Signage and Location Identifiers
- \_\_\_\_\_ Removal of Sedimentation Control Device(s)

END OF SECTION 02010

## SECTION 02050 - DEMOLITION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SCOPE OF WORK

- A. Unless noted otherwise, the work includes demolition and removal of all materials and debris at proposed project site not noted to be salvaged to Owner. Materials resulting from demolition work shall become the property of the Contractor and shall be removed from the limits of the property and disposed of in a manner which is legal and in accordance with local codes.
  - 1. Existing undamaged pilings and lighting equipment shall be cleaned of connectors/hardware and salvaged to Owner at the Public Works Department located at US HWY 27 E, Perry, FL, 32347. Such deliveries shall be coordinated during normal work hours through Hank Evans, Public Works Director (850.838.3529).
    - a. Contractor shall include recovery and salvage of the disturbed Fenholloway River Entrance Marker Structure and lighting equipment located at 23d 59' 14" N, 83d 46' 56" W.
  - 2. Existing undamaged reef balls are to be repositioned within the immediate vicinity of the bird rack structure per Owner's direction.

## 1.3 PROTECTION

- A. Protect contiguous and nearby structures from danger by temporary covers, shoring, bracing, and supports. Repair or replace items damaged during the performance of the work at no expense to Owner.
- B. Where pedestrian or vehicle driver safety is endangered in the area of the demolition and removal work, erect barricades with flashing lights. Provide flagmen for traffic control, if required.
- C. Contractor's insurance shall specifically hold harmless the owner of the property from all claims arising from the demolition work. Contractor shall procure and shall maintain during the life of this Contract, "Worker's Compensation Insurance" as required by State and Federal law. In addition, Contractor shall procure and shall maintain during the life of this Contract, "Contractor's Public Liability and Property Damages Insurance and Vehicle Liability Insurance" in an amount of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and "Contractor's Property Damage Insurance" in an amount of not less than \$1,000,000.

#### 1.4 SUBMITTAL

- A. Contractor shall furnish Owner with Certificates of Insurance showing the type, amount, class of operations covered, effective dates, and date of expiration of policies for both the Contractor and his/her subcontractors.
- B. Contractor shall prepare a detailed description and schedule of the proposed procedure to accomplish the demolition and removal of demolished materials and debris and shall submit such description to Owner for approval before commencing work. The procedure shall provide for careful removal and disposition of material specified to be salvaged, coordination with other work in progress, and a disconnection schedule of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the proposed sequence of operation.

#### 1.5 EXPLOSIVES

- A. Use of explosives shall not be permitted.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Disconnection of utility services as required shall be coordinated with the Agency responsible for the service before the start of work.

#### 3.2 DEMOLITION

- A. Unless noted otherwise, the entire structure shall be demolished including pilings, foundations, structure members, connectors, etc.
- B. When utility lines are encountered, Contractor shall contact the respective utility owner/operator to arrange for removal or relocation as necessary.
- C. Salvage materials (Contractor's portion) shall be removed from Owner's property daily. Materials of value shall not be sold at the project site. All materials shall be fully and completely removed. No materials shall be buried within the project limits.
- D. Debris and rubbish shall be removed and transported in a manner that will prevent spillage in the water or on the streets or adjacent properties. All regulations and fees for disposal are the responsibility of Contractor.

#### 3.3 RESTORATION OF SITE

- A. After the demolition is complete, Contractor shall ensure that all trash and debris resulting from the demolition activities have been removed and the area thoroughly policed for litter.
- B. If Owner does not request that additional fill dirt be brought in, then Contractor shall grade the area as smooth and level as possible. The area shall then be seeded & mulched in accordance with these specifications and/or local requirements.
- C. If Owner does request that additional fill dirt be brought in, then Contractor shall bring in the required quantity of select fill dirt and compact and test the backfill in accordance with Section 02200, Earthwork. The area shall then be graded smooth and level and seeded & mulched.

END OF SECTION 02050

## SECTION 06100 – ROUGH CARPENTRY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Wood blocking cants, nailers, curbs, stripping, sills, furring, and similar members.
  - 2. Wood members for marine and marina applications
- B. Related Sections include the following:
  - 1. None.

## 1.3 DEFINITIONS

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. AWWPA – American Wood Protection Association
  - 2. NELMA – Northeastern Lumber Manufacturers Association.
  - 3. NLGA – National Lumber Grades Authority.
  - 4. SPIB – Southern Pine Inspection Bureau.
  - 5. WCLIB – West Coast Lumber Inspection Bureau.
  - 6. WWPA – Western Wood Products Association.

## 1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.



2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
  3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to project site.
  4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Preservative-treated wood.
  2. Fire-retardant-treated wood.

## 1.5 DELIVERY, STORAGE AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PRODUCTS GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the ALSC Board of Review.
1. Factory mark each piece of lumber with grade stamp of grading agency.
  2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  3. Provide dressed lumber, surfaced four sides (S4S), unless otherwise indicated.
  4. Provide seasoned dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

### 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: Treatments shall be applied and consistent with the American Wood Protection Association Standard, latest edition.

- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Pressure treat above ground items with waterborne preservatives to a minimum retention based on AWPA UC3B requirements (0.25 lb/cubic ft. ACQ/ACZA).
    - a. Wood cants, nailers, curbs, stripping, and similar members in connection with roofing, flashing vapor barriers, and waterproofing.
    - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
    - c. Wood framing members less than 18 inches above grade.
  - 2. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention based on AWPA UC4C requirements (0.40 lb/cubic ft. ACQ/ACZA).
  - 3. Pressure treat wood members for marine applications:
    - a. Above ground and out of water but subject to splash items with waterborne preservatives to a minimum retention based on AWPA UC4A requirements (0.31 CA or 0.60 lb/cubic ft. ACQ/ACZA).
    - b. In brackish or saltwater use and subject to marine borer attack items with waterborne preservatives to a minimum retention based on AWPA UC5C requirements (2.5 lb/cubic ft. CCA/ACZA).

### 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPA UFCA (C20) and AWPA UFCB (C27). Identify fire-retardant-treated wood with appropriate classification acceptable to authorities having jurisdiction.
  - 1. Use treatment for which chemical manufacturers publish physical properties of treated wood after exposure to elevated temperatures when tested by a qualified independent testing agency according to ASTM D 5664 and ASTM D 5516.
  - 2. Use treatment that does not promote corrosion of metal fasteners.
- B. All lumber within the envelope of the building shall be fire retardant treated.

2.4 WOODEN PILINGS

- A. General: Provide round timber piles of Southern Pine for support members of the Bird Rack System.
  - 1. Strength and Physical Characteristics: Meet ASTM D25 specification
  - 2. Exposure Durability Classification: AWWA UC5C; Saltwater Contact, Marine Construction
  - 3. Preservative and Retention Rating: 2.50 lb/cf of CCA, C18
  - 4. Quality of Piling: Class #2

2.5 DIMENSION LUMBER

- A. General: If not indicated on Contract documents, provide dimension lumber of any species and grades indicated for applicable use category listed in table below. Lumber shall comply with AITC’s American Lumber Standards Committee’s National Grading Rule (NGR) provisions of inspection agency applicable to species.

PRODUCT (Nominal Dimension)	GRADE	USE
Structural Light Framing 2 to 4 inches thick 2 to 4 inches wide	Select Structural No. 1 No. 2 No. 3	Structural applications where highest design values are needed in light framing sizes.
Light Framing 2 to 4 inches thick 2 to 4 inches wide	Construction Standard Utility	Where high-strength values are not required, such as wall framing, plates, sills, cripples, and blocking.
Stud 2 to 4 inches thick 2 inches and wider	Stud	Optional all-purpose grade designed primarily for stud uses, including bearing walls.
Structural Joists and Planks 2 to 4 inches thick 5 inches and wider	Select Structural No. 1 No. 2 No. 3	Intended to fit engineering applications for lumber nominal 5 inches and wider, such as joists, rafters, headers, beams, trusses, and general framing.

- B. Species and grades must meet or exceed the following values, unless indicated otherwise on Contract documents.
  - 1. Fb (extreme fiber stress in bending): Minimum 850 psi.
  - 2. E (modulus of elasticity): Minimum 1,400,000 psi.
- C. Exposed Framing: Refers to dimension lumber which is not concealed by other work, and is indicated to receive stained, painted, and or natural finish.
- D. Provide material hand-selected from lumber of species and grade indicated for type of use, for uniformity of appearance, and freedom from characteristics that would impair finish appearance.

## 2.6 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated, and into shapes shown on Contract documents.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- D. Grade and Species: For dimension lumber sizes, provide No. 3 or Standard grade lumber per AITC's American Lumber Standards Committee's NGRs of any species. For board-size lumber, provide No. 3 Common or Standard grade per WWPA of any species.

## 2.7 WOOD-BASED STRUCTURAL-USE PANELS, GENERAL

- A. Structural-Use Panel Standards: Panel thickness, grade, veneer qualities and group number or span rating, shall be as shown on Drawings, and in accordance with recommendations of APA. Comply with PS 1 for plywood panels, and PS 2 for products not manufactured under PS 1 provisions.
  - 1. Panels which have any edge or surface permanently exposed to weather shall be classed Exterior Grade.
  - 2. Panel thickness, grade, and group number or span rating shall be at least equal to that needed to comply with requirements specified but not less than thickness shown on Drawings.
  - 3. Comply with "Code Plus" provisions in APA Form No. E30k, "APA Design/Construction Guide: Residential & Commercial."
- B. Trademark: Factory-mark each structural-use panel with APA trademark evidencing compliance with grade requirements.

## 2.8 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for concealed types of applications, provide APA performance rated panels complying with requirements indicated for grade designation, span rating, exposure durability classification, and edge detail (where applicable).
  - 1. Provide panel clips for edge support as recommended by panel manufacturer, or where required by IBC.
  - 2. Provide panels of thickness meeting requirements specified, but not less than thickness indicated.
- B. Combination Subfloor-Underlayment: APA-rated Sturd-I-Floor.
  - 1. Exposure Durability Classification: Exposure 1.
  - 2. Span Rating: As required to suit joist spacing indicated.

3. Edge Detail: Tongue and groove.
  4. Surface Finish: Fully sanded face.
- C. Subflooring: APA-rated sheathing.
1. Exposure Durability Classification: Exposure 1.
  2. Span Rating: As required to suit joist spacing indicated.
- D. Wall Sheathing: APA-rated sheathing.
1. Exposure Durability Classification: Exposure 1. Where sheathing is exposed on any side, it shall be exposure durability classification "Exterior."
  2. Span Rating: As required to suit stud spacing indicated.
- E. Roof Sheathing: APA-rated sheathing.
1. Exposure Durability Classification: Exposure 1.
  2. Span Rating: As required to suit joist or truss spacing indicated.

## 2.9 STRUCTURAL-USE PANELS FOR BACKING

- A. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade C-D plugged Exposure 1, in thickness indicated on Contract documents or, if not otherwise indicated, not less than 15/32 inch thick.

## 2.10 STRUCTURAL-USE PANELS FOR UNDERLAYMENT

- A. General: Over smooth subfloors, provide underlayment not less than 1/4 inch thick. Over board or uneven subfloors, provide underlayment not less than 1 1/32 inch thick.
- B. Plywood Underlayment for Resilient Flooring: For underlayment under 19/32 inch thick, provide plywood panels with fully sanded face, APA Underlayment grade, Exposure 1.
- C. Structural-Use Panel Underlayment for Resilient Flooring: For underlayment 19/32 inch thick or more, provide fully sanded, veneer-faced, APA-rated, Sturd-I-Floor panels, Exposure 1.
- D. Plywood Underlayment for Ceramic Tile: Provide APA-rated, Underlayment grade, exterior plywood, 5/8 inch thick, for ceramic tile set in epoxy mortar.
- E. Plywood Underlayment for Carpet: For underlayment under 19/32 inch thick, provide plywood panels with fully sanded face, APA Underlayment grade, Exposure 1.
- F. Structural-Use Panel Underlayment for Carpet: For underlayment 19/32 inch thick or more, provide APA-rated Sturd-I-Floor panels with touch-sanded face, Exposure 1.

## 2.11 PARTICLE BOARD

- A. General: Comply with and factory mark each panel according to ANSI A208.1. Provide thickness indicated on Contract documents.

- B. Particleboard Underlayment: Grade PBU.
- C. Particleboard Subflooring: Grade M-3-Exterior Glue.
- D. Particleboard Wall Sheathing: Grade M-1-Exterior Glue.

## 2.12 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specifies in this Article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153 or of Type 304 (18/8) Stainless Steel. Where carpentry is exposed to marine environment provide fasteners of Type 316 (18/10) Stainless Steel.
  - 2. Where carpentry is exposed to salt and/or water environment provide stainless steel fasteners complying with ASTM F593, A 316 alloy, unless noted otherwise.
- B. Nails, Wire, Braids, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1., ASTM F879
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1. Stainless (Grade 18/10-Marine Applications, Others-18/8)
- G. Bolts: Steel bolts complying with ASTM A 307 with ASTM A 563 hex nuts and, where indicated, flat washers. Stainless Steel bolts complying with ASTM F 593 with ASTM F 594 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspection agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.

- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Apply field treatment complying with AWPAC M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
- E. Countersink fastener heads on exposed carpentry work and fill holes with wood filler.
- F. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood; fasten panel products to allow for expansion at joints unless otherwise indicated.

### 3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

### 3.3 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction" unless noted otherwise.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Install framing members of size and at spacing indicated.
- D. Do not splice structural members between supports.

END OF SECTION 06100

## **PART 5 – DRAWINGS (BOUND SEPARATELY)**