



PROJECT NO.: **RFP-12-01**
CLOSING DATE: **Wednesday,
November, 14, 2011**
AND TIME: **11:30 a.m.**
LOCATION: **County/City Annex
Procurement Management
1825 Hendry Street
3RD Floor Conf. Room
Fort Myers, FL 33901**

REQUEST FOR PROPOSALS

**TITLE:
(TWO-STEP)
FOR
LEE COUNTY WASTEWATER COLLECTION
SYSTEM REHABILITATION
FOR LEE COUNTY
BOARD OF COUNTY COMMISSIONERS**

October 14, 2011

SOLICITATION NO.: RFP-12-01

REQUEST FOR PROPOSALS
FOR
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

PROPOSERS ARE ADVISED THAT THE BOARD OF COUNTY COMMISSIONERS HAS ADOPTED A POLICY ESTABLISHING AN OVERALL 10% GOAL FOR LOCAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION IN COUNTY PROCUREMENTS. PROPOSERS WILL TAKE ALL REASONABLE AND NECESSARY AFFIRMATIVE STEPS TO ASSURE THAT LOCAL DBE FIRMS WILL BE UTILIZED FOR THIS PROJECT.

THE ESTABLISHED GOAL FOR THIS PROJECT IS 3 %

SCOPE: To provide all labor and materials for the rehabilitation of the Lee County Wastewater Collection System Rehabilitation. The services required by this contract shall include but not be limited to the items on these exhibits. The County shall order services as required but make no guarantee as to the quantity, number, type or tests that will be ordered. Services shall be requested as needed throughout the year.

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE PROVIDER TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY

A copy of the Request for Proposals (RFP) may be obtained from, Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida 33901, or by calling (239) 533-5450, at no charge. Or by downloading these documents from our Internet site at www.lee-county.com/procurementmanagement (under Projects, Open). Please Note: If the Official Documents are not obtained from Lee County Procurement Management, Proposals will not be accepted by the County from a Proposer.

Pre-Proposal Conference Will Be held at Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida 33901 on Tuesday, November 1, 2011 at 3:30 p.m. Attendance is not mandatory but Proposers are strongly encouraged to attend.

Sealed Proposals will be received by Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida 33901, until Wednesday, November 16, 2011 at 11: 30 A.M., and will be opened immediately thereafter by the Contracts Supervisor or designee.

The County intends to enter into a one (1) year contract with the option of being renewed for four (4) additional one (1) year periods.

All Proposers are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission nor any employees from the Lee County Government nor any members of the Evaluation Review Committee are to be lobbied either individually or collectively concerning this proposal. Proposers and their agents who intend to, or have submitted proposals for this proposal are hereby placed on formal notice that they are not to contact members of the County Commission nor candidate for County Commission nor staff members outside of regular Board of County Commissioner Meetings for such purposes as holding meetings of introduction, meetings relating to the evaluation process outside of those specifically scheduled by the County for negotiations, dinners, lunches, or any other actions that may be interpreted as potentially influencing the results of this process. Failure to comply with this requirement shall result in an immediate disqualification of such firm by the County from further consideration for this proposal.

Lee County reserves the exclusive rights to: 1) require oral presentation, if necessary; 2) waive any informalities in the evaluation process, 3) accept or reject any or all proposals in part or in whole, with or without cause; 4) request additional information if appropriate; 5) limit and determine the actual contract services to be included in a final proposed contract;; and 6) reject all proposals if found by the Board of County Commissioners not to be in the best interest of Lee County.

Lee County is an Equal Opportunity Employer.

LEE COUNTY BOARD OF COUNTY
COMMISSIONERS
LEE COUNTY, FLORIDA

AFFIDAVIT REQUESTED

/s/ Frank Mann, Chair

LEGAL AD

TO RUN: Friday, October 14, 2011

LEGAL NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by LEE COUNTY PROCUREMENT MANAGEMENT, at 1825 Hendry Street, 3rd Floor, Fort Myers, Florida, until 11:30 a.m., on Wednesday, November 16, 2011, after which such time they will be opened by the Contracts Manager or designee for:

LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

SCOPE OF SERVICES: The Lee County Board of County Commissioners is requesting proposals from qualified contractors to provide all labor and materials for the rehabilitation of the Lee County Wastewater Collection System Rehabilitation. The services required by this contract shall include but not be limited to the items on these exhibits. The County shall order services as required but make no guarantee as to the quantity, number, type or tests that will be ordered. Services shall be requested as needed throughout the year.

1. COPIES OF REQUEST FOR PROPOSALS

1.1 A copy of the Request for Proposal may be examined and/or obtained from LEE COUNTY DIVISION OF PROCUREMENT MANAGEMENT, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida 33901 or by calling 239.533.5450 at no charge. **Or by downloading these documents from our Internet site at www.lee-county.com/ProcurementManagement (under Projects-Open). Please Note: If the Official Documents are not obtained from Lee County Division of Procurement Management, Proposals will not be accepted by the County from a Proposer.**

2. SUBMITTAL OF PROPOSALS

2.1 Proposals should be sealed in an envelope, and the outside of the envelope should be marked with the following information:

- 1) Marked with the words "Sealed Proposal"
- 2) Name of the firm submitting the Proposal
- 3) Title of the proposal
- 4) Proposal number

The Proposal should be submitted as follows:

- 1) One (1) original hard copy consisting of the complete RFP response, Lee County Proposal forms and properly signed.
- 2) Six (6) additional copies of Step 1 **Qualifications ONLY** on CD ROM with the complete proposal submittal in **Envelope 1**.
 - a. **One** single adobe PDF file and should be copied in the same order as the original hard copy.
 - b. Limit the color and number of images to avoid unmanageable file sizes.
 - c. Use a rewritable CD and do not lock files (we may have to remove information prior to sharing in order to protect the integrity of the pricing)
- 3) One (1) copy of Step 2 **Cost Proposal and Cost Schedule** on CD ROM in **Envelope 2**.

- a. One single file containing pricing information, clearly marked/named as pricing information. If there is a pricing schedule this must be submitted as a Microsoft excel file.
- b. Use a rewritable CD and **do not lock files** (we may have to remove information prior to sharing in order to protect the integrity of the pricing)

Failure to comply with these requirements may be considered non-responsive.

Step 1 (Qualifications) Proposal envelope should include the following:

- 2.1.1. Complete response to all proposal requirements
- 2.1.2. The completed Official Proposal Form. Proposal must be properly signed and, where applicable, corporate and/or notary seals.
- 2.2.1.1. Acknowledgement of receipt of Addenda (if any).
- 2.2.2. Pricing **should not** be included in the step 1 qualifications envelope.
- 2.2.3. Schedule D, DBE Participation form completed and signed
- 2.2.4. Signed and notarized Affidavit Certification Immigration Laws
- 2.2.5. Signed and notarized Affidavit Principal Place of Business
- 2.2.6. Contractors' Qualification Questionnaire (No. CMO:004)
- 2.2.7. Contractors' History
- 2.2.8. Six (6) copies of Step **Qualifications ONLY** on **CD ROM** with the complete proposal submittal.
- 2.2.9.. All other pertinent documentation required in the Request for Proposal.

Step 2 (Cost Proposal) envelope should include the following:

- 2.3.1. The completed official Proposal Form – Pricing. Proposal must be properly signed and, where applicable, corporate and/or notary seals.
- 2.3.2. Bid Bond Security issued in the amount of \$50,000.00
- 2.3.3. One (1) copy of Step 2 **Cost Proposal** and **Cost Schedule** on **CD ROM.**
- 2.4.1. Any written proposals, other submissions, correspondence and all records made thereof, as well as invitations to proposals pursuant to this RFP shall be open and public in compliance with Florida law governing public records and meetings.

3. **CONTRACT TERM**

Will be one (1) year with the option of being renewed for four (4) additional one (1) year periods.

4. **COUNTY PERSONNEL**

The Project Manager for this proposal is Jessica Muñoz, Utilities Division, phone (239) 533-8155, fax (239) 485-8385.

The County contact person for process and procedures is Rachel Ott, Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers FL 33901, phone (239) 533-5876, fax (239) 485-5460.

INSTRUCTIONS TO PROPOSERS

1. COUNTY'S RESERVATION OF RIGHTS

The issuance of this RFP constitutes an invitation to present sealed proposals. The County reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer, the right to solicit proposals with any Proposer or Proposers submitting a response, and the right to reject any or all responses with or without cause. The County also reserves the right to modify the Scope to be considered for this project. In the event that this RFP is withdrawn by the County, or the County does not proceed for any reasons, including but not limited to the failure to occur of any of those things or events set forth herein, the County shall have no liability to any Proposer for any costs of expenses incurred in connection with the preparation and submittal of this RFP or otherwise.

2. COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Rachel Ott, (rott@leegov.com) Contract Specialist** with Procurement Management, and received no later than **Wednesday, November 16, 2011 by 2:00 p.m.**

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY

All such interpretations, any supplemental instructions, and/or any modifications to the Proposal Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known PROPOSERS through the COUNTY'S Web Site, not later than five (5) calendar days (excluding Saturdays, Sundays, and Holidays), prior to the proposal opening date. Questions will not be accepted during the last seven (7) days prior to proposal opening date, unless otherwise specified by the Lee County Division of Procurement Management. All Proposers should check the COUNTY'S Web Site or contact the County's Procurement Management Office at least five (5) calendar days before the proposal receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the proposal as non-responsive. Proposer shall acknowledge receipt of all Addenda by number and date. Addenda information will be posted on the COUNTY'S Web Site at www.lee-county.com/ProcurementManagement. **IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO ENSURE HE/SHE OBTAINS INFORMATION RELATED TO ADDENDA. All Addenda shall become part of the Contract Documents.**

3. SUBMITTAL OF PROPOSALS

Proposals submitted shall not be valid unless sealed in an envelope or box marked "Sealed Proposal"; identified by the name of the firm; project name; request for proposal number; and the date and time of proposal receiving. This envelope or box shall contain two (2) additional sealed envelope: 1 – labeled Step 1 (Qualifications) and 1 – labeled Step 2 (Cost Proposal). **One (1) Original (hard copy) and Six (6) copies of the Proposal shall be submitted on CD ROM.**

The proper delivery of the proposal to Lee County is solely and strictly the Proposer's responsibility. Lee County shall not be responsible for delays caused by the United States Postal Service or any other occurrence.

Proposals submitted by certified or registered mail, not received by Procurement Management at the time of Proposal Opening, will not be honored.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Proposer unopened with the notations: "This proposal was received after the delivery time designated for the receipt of proposals."

4. ALTERNATE PROPOSALS

If the proposer elects to submit more than one proposal, then the proposals should be submitted in separate envelopes and marked as indicated above. The second, or alternate, proposal should be marked as "Alternate".

5. BID SECURITY AND FORFEITURE

5.1 The BIDDER shall submit not less than **fifty thousand dollars (\$50,000.00)** (including applicable alternates) as bid security. The Bid Security is to be submitted to the COUNTY as part of the Proposal submission.

5.2 The following types of Bid Security are acceptable:

5.2.1 A Certified Check or a Cashier's Check, in a stated dollar amount of not less than **fifty thousand dollars (\$50,000.00)**. Any Certified Checks or Cashier Checks submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or

5.2.2 A bid bond may be submitted on Lee County Paper Bid Bond Form No. CMO:001 completed and signed by all required parties, of not less than **fifty thousand dollars (\$50,000.00)** (including Alternate(s) if applicable) shall accompany each Bid. The Bid Bond, shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

5.3 The Bid Security of the Bidder will be retained until Bidder has executed the contract, whereupon the Bid Security will be returned. The Bid Security of other Bidders whom the COUNTY believes to have a reasonable chance of receiving the award may be retained by the COUNTY until the effective date of the Agreement, whereupon Bid Securities furnished by such Bidders will be returned.

5.4 If within seven (7) calendar days after notification by Lee County of the COUNTY'S approval to award a contract, the successful BIDDER refuses or otherwise neglects to execute the required written contract, fails to furnish the required Public Payment and Performance Bond, or fails to submit the required Certificate of Insurance, then the COUNTY may annul the Notice of Award. The amount of the BIDDER'S bid security shall be forfeited and may be retained by Lee County.

5.5 No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the BIDDER for recovery of its bid security or as a defense to any action based upon its neglect or refusal to execute a written Contract.

6. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The proposer shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and local municipality, which may be applicable to the supply of this service. Also,

this project requires the Contractor to have the following license(s) to perform the specified scope of work: Underground Utilities Contractor License. The proposer shall have or obtain all necessary permits required for this project.

7. WITHDRAWAL, TRANSFER OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn on written, faxed or telegraphic requests dispatched by the Proposer in time for delivery in the normal course of business prior to the time fixed for the opening of proposals provided, however, that written confirmation of any telegraphic withdrawal over the signature of the proposer is placed in the mail and postmarked prior to the time set for proposal opening.

If, within twenty-four (24) hours after proposals are opened (excluding Saturdays, Sundays and Holidays), any proposer providing a signed, written notice to the County and demonstrating to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its proposal, may withdraw its proposal without penalty. The proposal shall be disqualified from further consideration on the work to be provided under this project. Except as specified in this subparagraph, proposer may not withdraw its proposal after the appointed proposal opening time.

Proposers may not modify their proposals after the appointed proposal opening time for any reason whatsoever.

Proposers may not assign or otherwise transfer its proposal prior to or after the proposal opening time.

8. DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS

Proposers are advised that the Board of County Commissioners has adopted a policy establishing an overall 10% goal for local DBE participation in County procurements.

Proposers will take all reasonable affirmative steps to assure that local DBE firms will be utilized for this project.

The established goal for this project is 3%.

If a proposer intends to utilize any local DBE firms, the Proposer shall complete Schedule D, "DBE Participation Form" and submit said form with this RFP.

If no local DBE firms are to be utilized, the Schedule D, DBE Participation form will not need to be submitted.

9. PUBLIC ENTITY CRIMES AFFIDAVIT

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to the County; may not submit a proposal on a contract with the County for the construction or repair of a public building or a public work; may not submit proposals or leases of real property to the County; may not be awarded or perform work as a Proposer, supplier, subProposer, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

10. PROPOSAL PROTEST PROCEDURE

Any proposer that has submitted a formal proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal proposal, shall file with the County's Procurement Management Director a written "Notice of Intent to File a Protest" not later than Seventy-Two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal proposal.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Department not later than Four O'CLOCK (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within Ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired.

Strict adherence to the proposal protest procedures is required for such protest to be considered. Details regarding the bid protest procedures are specified in Lee County Administrative Code AC-4-4 (Lee County Contract Manual) which is available for examination and/or copying at Lee County Procurement Management, 1825 Hendry Street, 3rd Floor, Fort Myers, Florida (239) 533-5450.

All proposal solicitations shall set forth the following statement:

"FAILURE TO FOLLOW THE PROPOSAL PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

11. DRUG FREE WORKPLACE

Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes 287.087.

12. DESIGNATED CONTACT

The successful provider shall appoint a person or persons to act as a primary contact with Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

13. COOPERATIVE PURCHASING

The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency in accordance with Florida Statutes 287.055. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

14. AUTHORITY TO PIGGYBACK

14.1 It is hereby made a condition of this agreement that this agreement constitutes an agreement made under the same conditions, for the same price, and for the same effective period as this agreement, to any other governmental entity.

It is further understood that any governmental entity that electing to piggyback from this agreement with Lee County, will issue its own purchase orders, and will require separate billing, in accordance with Florida Statutes 287.055.

15. IMMIGRATION LAWS

15.1 Lee County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

15.2 Lee County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

16. MISCELLANEOUS

Additional Information Requests - The County reserves the right to request additional information from Firms during any phase of the evaluation process. During the evaluation and selection process, the County may require the presence of Firm's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.

Conditions of Award - The County may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the County.

17. PROPOSER'S LIABILITY INSURANCE

The Proposer will purchase and maintain such insurance as will protect him from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom any or all of which may arise out of or result from the Proposer's operations under the Contract Documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the Owner signing the Contract, the Proposer's will file with the Owner certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision for cancellation.

Insurance Requirements. Before final execution of the Agreement and until acceptance of the Work by the Owner, the Proposer shall procure and maintain insurance of the types and of the limits specified below.

An Insurance Certificate shall be required from the Proposer. Such form must be properly executed and submitted by an authorized representative of the insurance company and Contractor. Such certificate of insurance must state that the coverage is primary, and shall be in the types and amounts stated below. The Certificate should include producers phone number and reference the name of the project.

Certificate of Insurance. Lee County Board of County Commissioners, its officers and employees, is to be specifically included as an Additional Insured on the Commercial General Liability coverage.

In the event the insurance coverage expires prior to the completion of the project, a written renewal certificate shall be issued thirty (30) calendar days prior to said expiration date.

It shall be the responsibility of the Proposer to ensure that all subcontractors carry General Liability Insurance, Automobile Liability, Workers' Compensation and Professional Liability in compliance with statutory limits.

The Certificate of Insurance must contain the following limits:

- (a) Worker's Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$500,000.00 each accident. The certificate shall include a waiver of subrogation from the carrier.
- (b) Commercial General Liability: Shall have minimum limits of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Lee County Board of County Commissioners, its officers and employees shall be included as an Additional Insured.
- (c) Business Automobile Policy: Shall have minimum limit of \$1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on occurrence basis.

The Proposer agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the Proposer, its agents, employees, subcontractors, etc.

18. PUBLIC PAYMENT AND PERFORMANCE BOND

18.1 If required, a Public Payment and Performance Bond (on Form No. CMO:007 provided in (Part A) issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful PROPOSER. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the COUNTY from lawsuits for non-payment of debts incurred during the successful PROPOSER'S performance under such Contract. **The Public Payment and Performance Bond shall be required on any and all individual project over \$200,000.00.**

18.2 A public payment and performance bond must be properly executed by the surety company and successful PROPOSER within seven (7) calendar days after notification by Lee County of the COUNTY'S approval to award the Contract. Only the form provided with the contract documents (form CMO:007 provided in Part A) will be accepted.

18.3 A Clean Irrevocable Letter of Credit or Cash Bonds may be accepted by the COUNTY in lieu of the Public Payment and Performance Bond. Only the form provided with the contract documents (form CMO:008 provided in Part A) will be accepted.

19. QUALIFICATIONS OF SURETY COMPANIES

19.1 In order to be acceptable to the COUNTY, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, or Letters of Credit called for herein, shall meet and comply with the minimum standards set forth in Part B of the Contract Documents.

20. PROPOSER EXAMINATION/INVESTIGATION OF SITE

20.1 Before submitting proposal, PROPOSERS must carefully examine the site of the proposed work and make all necessary investigations to inform itself thoroughly as to all difficulties involved in the completion of all work required pursuant to the requirements of this proposal package. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this proposal package as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful PROPOSER to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

20.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigation and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the County and/or its Consultant in preparing the Drawings and Specifications. COUNTY will make copies of such reports available to any PROPOSER requesting them. These reports are not guaranteed as to their accuracy or completeness, nor are they part of the Contract Documents. Before submitting its Proposal, each PROPOSER will, at its own expense, make such additional investigations and tests as the PROPOSER may deem necessary.

20.3 PROPOSER shall not be entitled to compensation beyond its proposal price when required to incur expenses because of tolls, weight limits of trucks, access to the site, permanent or temporary power at the job site, delivery of materials, temporary utilities, or compliance with OSHA requirements when examination and/or investigation of the site conditions and access routes would have revealed the extra expense involved. The above list is intended to be illustrative and not all-inclusive.

21. PROCUREMENT PROCESS TO BE UTILIZED

The below procedure process and Proposer selection will utilize the following step for a final selection of a firm:

- Submittal of RFP that includes 2 envelopes: (1) qualifications and (1) cost proposal
- Committee review of qualification response – could result in a shortlist of firms if not found qualified. Firms found not qualified at this step will have their cost proposal envelope returned unopened.
- Proposers found qualified will have their cost proposal envelope opened.
- Committee review (qualifications and prices)
- Committee final selection

22. CRITERIA FOR EVALUATION AND AWARD

The successful Proposer will be selected based upon the Proposer whose proposal was evaluated to be in the best interest of Lee County meeting the following main requirements:

A qualified contractor to provide all labor and materials for the rehabilitation of the Lee County Wastewater Collection System Rehabilitation. The services required by this contract shall include

but not be limited to the items on these exhibits. The County shall order services as required but make no guarantee as to the quantity, number, type or tests that will be ordered. Services shall be requested as needed throughout the year.

23. DEFINITIONS

23.1 "PROPOSAL DOCUMENTS" or "CONTRACT DOCUMENTS" include Request for Proposal; Construction Contract (Part A); General Conditions (Part B); Supplementary General Conditions (Part C); Plans & Technical Specifications (Part D); all Addenda issued by the COUNTY; all Change Orders or Contract Amendments; County Purchase Order NOTE: Title, Subtitles, Headings, Running Headlines of Contents, and Indexes are used merely for convenience purposes.

23.2 "SAMPLE FORMS" include:

- 23.2.1 Schedule D, Disadvantaged Business Enterprise Participation (No. CMO:005)
- 23.2.2 Affidavit Certification Immigration Laws (No. CMO:100)
- 23.2.3 Public Payment and Performance Bond (No. CMO:007)
- 23.2.4 Clean Irrevocable Letter of Credit (No. CMO:008)
- 23.2.5 Agreement (No. CMO:006)
- 23.2.6 Lee County Proposal Request (No. CMO:009)
- 23.2.7 Field Change Order (No. CMO:010)
- 23.2.8 Field Directive Change (No. CMO:012)
- 23.2.9 Change Order (No. CMO:011)
- 23.2.10 Application for Estimate & Requisition for Payment (No. CMO:013)
- 23.2.11 Certificate of Substantial Completion (No. CMO:014)
- 23.2.12 Warranty (No.: CMO:015)
- 23.2.13 Certificate of Final Completion (No. CMO:016)
- 23.2.14 Disadvantaged Business Enterprise Participation Certification (No. CMO:017)
- 23.2.15 Contractor Performance Evaluation (No. CMO:018)
- 23.2.16 Contractors' Qualification Questionnaire (No. CMO:004)
- 23.2.17 Contractors' History

24. EXECUTION OF WRITTEN CONTRACT

24.1 Within seven (7) calendar days of notice of award, the successful PROPOSER will be required to sign written Agreement form (included as Part A of the Proposal Documents) which is written evidence of the Agreement as a result of the award made by the COUNTY to the successful PROPOSER.

24.2 The COUNTY will issue a "Notice to Proceed" on the Project within fifteen (15) calendar days of the effective date of the Agreement as shown in the Construction Contract (Part A). Notices to Proceed will be issued by the Project Manager per project received.

25. REQUIRED INFORMATION & RESPONSE

1. QUALIFICATIONS BASED SELECTION PROCESS:

The purpose of this qualification requirement is to provide Lee County Utilities with information to assess the capabilities, capacity, and experience of responsive contractors who submit proposals for the Annual Contract for Lee County Wastewater Collection System Rehabilitation. The Qualification Proposal should be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Qualification Proposal.

A. QUALIFICATION PROPOSAL (ENVELOPE 1)

The Qualification Proposal should be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. **No cost information is to be included with the Qualification Proposal (Envelope 1).** The Qualification Proposal should include the following information:

General Information

Each Proposer should respond to all requested proposal content as noted below.

Each Proposer should document recent and successful experience with similar projects. Each Proposer should identify the proposed project team and the team's experience.

Lack of the proposer's similar project experience or lack of the proposed project team's experience on recent similar projects or responses considered unsuitable may result in the cost proposal being declared non-responsive and rejection of the cost proposal. Experience on all other recent projects of the proposer may also be evaluated.

The following information and project experience should be fully and accurately filled out. The information provided will be used to evaluate the proposals. Lee County reserves the exclusive right to determine the suitability and acceptance of this information in its determination of the lowest responsive Proposer and its award of the construction contract. Failure of the Proposer to fully and completely address the questions and to identify suitable project experience and references may result in the proposal being considered non-responsive and rejection of the proposal.

Proposal Format

The Qualification Proposal should consist of a bound document on 8.5 by 11 inch paper. Each proposal section should be marked by a tabbed divider.

Proposal Content

The Qualification Proposal should consist of the following sections, presented in the order listed. Responses of N/A or none may be considered non-responsive.

1. **Proposal Cover and Title Page:** The Proposal Cover and the Title Page should prominently and clearly display the Title of this RFP, the RFP number, and the name of the proposing firm.
2. **Company Information -** Provide a concise profile of your organization to include the following:
 - Firm Name:
 - Contact Person
 - Telephone no.
 - Fax Number
 - E-mail Address
3. **Company Information –** include the following:
 - description of the Contractor's history
 - number of years in operation
 - number of personnel
 - table of organization
 - scope of operations

4. Provide a **current** copy of your Contractors License(s) for Lee County (as applicable).
5. **Proof of Insurance:**
The proposer should provide **proof in the form of a certificate of insurance** as described in 16. **PROPOSER'S LIABILITY INSURANCE**
6. **Proof of Bonding:**
The proposer should provide proof of bonding capability **in the form of a letter from the Surety** as described in 17. **PUBLIC PAYMENT AND PERFORMANCE BOND**
7. Describe all project litigation, mediation and arbitration initiated by the proposer or one of its affiliates on construction projects in the past six years. Identify the current status of initiated action.
8. Describe all litigation, mediation, arbitration, regulatory citations and hearings involving the proposer or one of its affiliates involving labor disputes, discrimination complaints or safety violations on construction projects in the last six years.
9. Identify and describe in detail all construction projects in the last six years involving the proposer or one of its affiliates for which liquidated damages were assessed by the project owner on any partial or final progress payment, even if those damages were not ultimately collected by that owner.
10. Identify and describe in detail all construction projects underway within the last six (6) years during which the owner issued any type of warning notice to remedy a situation or face contract default.
11. Clearly identify proposed major subcontractors to be used for this project. Describe in detail the proposer's prior project experience and prior contractual relationships with the proposed major subcontractors. If there is no history, explain why this is a qualified team.
12. The Proposer should show the capability to provide all the necessary equipment and material for project support and execution. Provide a list of equipment planned to be utilized for the work. Lee County reserves the right to inspect proposer's equipment.
13. Provide a list of proposed personnel and management staff to be utilized for the work. Qualifications for the listed personnel should also be provided. Listed personnel should be knowledgeable in their areas of expertise and have completed at least 5 projects in Florida within the past 5 years. The County reserves the right to perform investigation as may be deemed necessary to ensure that competent persons will be utilized during the performance of the contract.

The contractor should be required to provide only those technicians that have been approved by the County to perform services within the scope of the RFQ. In the event of new personnel being hired during the course of the contract, the Contractor will be required to submit the resumes of the new employee(s) for County approval before performing any work requested by the County. The Contractor should provide proof of knowledge and qualifications for new personnel, including; certifications or licenses as related to the work to be performed.

- A. Provide an organizational chart of proposed personnel and management staff to be utilized.
- B. Provide qualifications for the listed personnel including at least 5 completed projects in Florida within the past 5 years.

C. Provide the appointed name of person or persons to act as a primary contact for all Client members during the project.

14. Proposer's Similar Project Experience:

Proposers should provide project experience on at least ten similar projects in size and scope (at least 24" diameter and 2,000 LF) in Florida, within the past 10 years. Project experience information should include the following: name, location and full description of project, contractual role (prime contractor or sub-contractor), contractual responsibilities, date of completion, initial contract amount, final contract amount, number of change orders and project contract references including name, title, telephone number and email address for each contact reference.

15. Proposer's Similar Project Experience References:

Provide Five (5) separate references within the last five (5) years, for projects in Florida that are not in litigation. Typical references include customers and other governmental agencies that have contracted for similar services, and engineering consultants or other professionals whose design was incorporated or undertaken by the Contractor. Please be sure that reference contact information is up to date. The list should include:

- Company name and address.
- Contracting officer and telephone number.
- Technical representative and telephone number.
- A brief, written description of the project.
- Proposer's role (Prime or Sub-Contractor) and proposer's specific scope of work on the project.
- Project value quoted for integration services work for each project.

References should indicate:

- Successful application of coating product(s) of the same material type as specified herein and should be certified by the proposed product manufacturer and/or authorized representative.
- Successful installation of a minimum 500 full circle/lateral connections, 500 point repairs and should be certified by the proposed product manufacturer and/or authorized representative.
- Providing competency in the field of TV/video inspection of water and wastewater pipe system.

16. Proposer's Project Experience - Proposers should provide a list of all project experience for the past five years. Project experience information should include the following:

- Project name and location
- Brief description of project
- Proposer's role (Prime or Sub contractor)
- Date of completion and final cost
- Evidence of full project completion and schedule under or over run is required.

17. The County reserves the right to check all references furnished and consider the responses received in determining the award of this proposal.

18. Six (6) copies of Step **Qualifications ONLY** on **CD ROM** with the complete proposal submittal.

B. COST PROPOSAL (ENVELOPE 2)

1. The completed Official Proposal Form. Proposal must be properly signed and, where applicable, corporate and/or notary seals.
2. Acknowledgment of receipt of Addenda (if any).
3. Provide a unit price proposal on the Cost Schedule provided.
4. Bid Bond Security issued in the amount of \$50,000.00
5. One (1) copy of Step 2 **Cost Proposal** and **Cost Schedule** on **CD ROM.**

26. **BASIS OF AWARD**

Once the Step 1 evaluation process is complete; those proposers deemed qualified will proceed to Step 2 where the basis of award for this proposal will be the proposer offering the lowest fees and cost.

NOTE: The County reserves the right to award to one proposer or award to two separate proposers in any combination.

NOTE: All fees and costs shall be included in the total pricing.

**STEP 1
OFFICIAL PROPOSAL FORM**

DATE: _____

TIME: _____

Procurement Management
P O Box 398
Fort Myers FL 33902-0398

Ladies and Gentlemen:

1. The Undersigned, hereinafter called PROPOSER, having become familiar with the local conditions, nature and extent of the work and having examined carefully the Request for Proposal (RFP) and having fulfilled their requirements, proposes to furnish all services for the proper execution and completion of the:

LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

in full accordance with the proposal documents, and all other pertinent documents related thereto on file with Procurement Management, and if awarded, to complete the said scope within the time limits specified.

2. The above proposal shall remain in full force and effect for a period of 120 days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame. Once the proposer has been notified that his/her proposal has been awarded by the Board of County Commissioners, within the above time frame the proposed pricing, as shown in the proposal plan, as submitted shall constitute the contract cost which shall be executed within the time frames established.

3. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

4. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the County, also that no head of any department or employee therein, or in any officer of Lee County, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other bidder, or to secure any advantage against the COUNTY or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

In witness whereof, the Proposer has hereunto set his signature and affixed his seal this _____ day of _____, 2011.

ATTEST: _____ (Seal)

By: Printed _____

By: Signature _____

Title: _____

Company Name Contact Person

Mailing Address Phone Number

City, State, and Zip Fax Number

Email

**STEP 2:
PROPOSAL FORM
PRICING**

Date: _____

Proposer Name: _____

Procurement Management
P O Box 398
Fort Myers FL 33902-0398

Ladies and Gentlemen:

1. The Undersigned, hereinafter called PROPOSER, having become familiar with the local conditions, nature and extent of the work and having examined carefully the Request for Proposal (RFP) and having fulfilled their requirements, proposes to furnish all services for the proper execution and completion of the:

LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

in full accordance with the proposal documents, and all other pertinent documents related thereto on file with Procurement Management, and if awarded, to complete the said scope within the time limits specified.

2. The above proposal includes items as listed in the attached schedule of values.

IT IS CLEARLY UNDERSTOOD THAT LEE COUNTY RESERVES THE RIGHT TO REFUSE ALL OFFERS AS A RESULT OF THIS QUOTATION.

Information contained in this proposal has been reviewed and approved.

Name (print): _____

Signature: _____

**RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION**

Cost Schedule

COST SCHEDULE SUMMARY		
BID GROUP	DESCRIPTION	ESTIMATED COST
A	EXCAVATED POINT REPAIRS	\$
B	CHEMICAL GROUTING	\$
C	MANHOLE REPAIRS	\$
D	SECTIONAL AND LATERAL LINING	\$
E	CIP MAINLINE PIPE LINING	\$
F	FOLD AND FORM LINING	\$
TOTAL		\$

GROUP A EXCAVATED POINT REPAIRS					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
A1	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (up to 6 feet in depth)	150	EA	\$	\$
A2	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (6 to 8 feet in depth)	150	EA	\$	\$
A3	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (8 to 10 feet in depth)	150	EA	\$	\$
A4	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (10 to 12 feet in depth)	150	EA	\$	\$
A5	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (12 to 14 feet in depth)	150	EA	\$	\$
A6	Point repair <u>lateral</u> , 4-inch and 6-inch gravity pipe (14 to 16 feet in depth)	150	EA	\$	\$
A7	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (up to 6 feet in depth)	150	EA	\$	\$
A8	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (6 to 8 feet in depth)	150	EA	\$	\$
A9	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (8 to 10 feet in depth)	150	EA	\$	\$
A10	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (10 to 12 feet in depth)	150	EA	\$	\$
A11	Point repair <u>main</u> , 8-inch and 10-inch gravity pipe (12 to 14 feet in depth)	150	EA	\$	\$
A12	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (up to 6 feet in depth)	50	EA	\$	\$
A13	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (6 to 8 feet in depth)	50	EA	\$	\$
A14	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (8 to 10 feet in depth)	50	EA	\$	\$

PROPOSER: _____

DATE: _____

RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

A15	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (10 to 12 feet in depth)	50	EA	\$	\$
A16	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (12 to 14 feet in depth)	50	EA	\$	\$
A17	Point repair <u>main</u> , 12-inch and 15-inch gravity pipe (14 to 16 feet in depth)	50	EA	\$	\$
A18	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (up to 8 feet in depth)	50	EA	\$	\$
A19	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (8 to 12 feet in depth)	50	EA	\$	\$
A20	Point repair <u>main</u> , 18-inch through 24-inch gravity pipe (12 to 16 feet in depth)	50	EA	\$	\$
A21	Install polyethylene fused-on saddle (open trench)	300	EA	\$	\$
A22	Work in rear-yard easement (items A1 through A20)	300	EA	\$	\$
A23	Cleanout installation in grass area (up to 5 feet in depth)	300	EA	\$	\$
A24	Cleanout installation in asphalt area (up to 5 feet in depth)	300	EA	\$	\$
A25	Cleanout installation in concrete area (up to 5 feet in depth)	300	EA	\$	\$
A26	Cleanout installation (beyond 5 feet in depth)	100	V.F.	\$	\$
A27	Work in rear-yard easement (items A23 to A26)	300	EA	\$	\$
A28	Cleanout installation (open trench)	300	EA	\$	\$
A29	Lateral T / Y replacement (open trench)	300	EA	\$	\$
A30	Asphalt roadway replacement	200	S.Y.	\$	\$
A31	Asphalt pavement overlay (1-inch thick)	200	S.Y.	\$	\$
A32	Concrete sidewalk replacement	650	S.Y.	\$	\$
A33	Concrete curb and gutter replacement	1,500	L.F.	\$	\$
A34	Asphalt driveway replacement	200	S.Y.	\$	\$

**RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION**

Cost Schedule

A35	Concrete driveway replacement	200	S.Y.	\$	\$
A36	Sod replacement	25,000	S.F.	\$	\$
A37	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	\$	\$
A38	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	\$	\$
A39	Bypass pumping (18-inch through 24-inch sewer)	20	DAY	\$	\$
A40	Sewer <u>main cleaning and TV inspection</u> (8-inch through 12-inch)	100,000	L.F.	\$	\$
A41	Sewer <u>main cleaning and TV inspection</u> (15-inch through 21-inch)	5,000	L.F.	\$	\$
A42	Sewer <u>main cleaning and TV inspection</u> (21-inch through 24-inch)	5,000	L.F.	\$	\$
A43	Traffic control - flagman, each	75,000	HOUR	\$	\$
A44	Traffic control - arrow board, each	500	DAY	\$	\$
A45	Traffic control - barricade, each	1,500	DAY	\$	\$
A46	Expedited mobilization	25	EA	\$	\$
TOTAL BID FOR GROUP "A" - ITEMS A1 THROUGH A47 INCLUSIVE:					\$

GROUP B CHEMICAL GROUTING					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
B1	Test joints, 8-inch and 10-inch gravity pipe	150,000	EA	\$	\$
B2	Test joints, 12-inch and 15-inch gravity pipe	20,000	EA	\$	\$
B3	Test joints, 18-inch and 21-inch gravity pipe	20,000	EA	\$	\$
B4	Test and seal joints, 8-inch and 10-inch gravity pipe	100,000	EA	\$	\$
B5	Test and seal joints, 12-inch and 15-inch gravity pipe	20,000	EA	\$	\$

PROPOSER: _____

DATE: _____

RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

B6	Test and seal joints, 18-inch and 21-inch gravity pipe	20,000	EA	\$	\$
B7	Work in rear-yard easement (items B1 to B6)	300	EA	\$	\$
B8	Chemical grout for sealing sewer joints	40,000	GAL	\$	\$
B9	Chemical root removal (8-inch through 12-inch)	15,000	L.F.	\$	\$
B10	Chemical root removal (15-inch through 21-inch)	5,000	L.F.	\$	\$
B11	Grout / Seal lateral connection 8 & 10 main, 4&6-inch laterals (3' minimum)	300	EA	\$	\$
B12	Grout / Seal lateral connection 12 & 15 main, 4&6-inch laterals (3' minimum)	150	EA	\$	\$
B13	Grout / Seal lateral connection 18 & 24 main, 4&6-inch laterals (3' minimum)	50	EA	\$	\$
B14	Work in rear-yard easement (items B11 to B13)	300	EA	\$	\$
B15	Mechanical root or grease removal (12-inch and smaller)	5,000	L.F.	\$	\$
B16	Mechanical root or grease removal (15-inch through 21-inch)	2,500	L.F.	\$	\$
B17	<u>Sewer main cleaning and TV inspection (8-inch through 12-inch)</u>	100,000	L.F.	\$	\$
B18	<u>Sewer main cleaning and TV inspection (15-inch through 21-inch)</u>	5,000	L.F.	\$	\$
B19	<u>Sewer main cleaning and TV inspection (21-inch through 24-inch)</u>	500	L.F.	\$	\$
B20	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	\$	\$
B21	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	\$	\$
B22	Bypass pumping (18-inch and 21-inch sewer)	20	DAY	\$	\$
B23	Expedited mobilization	25	EA	\$	\$
TOTAL BID FOR GROUP "B" - ITEMS B1 THROUGH B24 INCLUSIVE:					\$

PROPOSER: _____

DATE: _____

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LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

GROUP C MANHOLE REPAIRS AND REPLACEMENT					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
C1	Replace Manhole Ring and Cover (in paved area)	40	EA	\$	\$
C2	Replace Manhole Ring and Cover (in unpaved area)	20	EA	\$	\$
C3	Realign Manhole Ring and Cover (in paved area)	40	EA	\$	\$
C4	Realign Manhole Ring and Cover (in unpaved area)	20	EA	\$	\$
C5	Provide and Install Manhole Coating/Liner (IET coating)	50	EA	\$	\$
C6	Provide and Install Manhole Coating/Liner (Raven coating)	50	EA	\$	\$
C7	Provide and Install Manhole Coating/Liner (ShurFlex coating)	50	EA	\$	\$
C8	Repair Manhole bench and invert	50	EA	\$	\$
C9	Replace Manhole bench and invert	50	EA	\$	\$
C10	Remove Existing Coating/Liner	50	EA	\$	\$
C11	Repair Existing Coating/Liner	50	EA	\$	\$
C12	Repair Defect/Leak (4 to 8 feet in depth)	200	EA	\$	\$
C13	Repair Defect/Leak (8 to 16 feet in depth)	200	EA	\$	\$
C14	Work in rear-yard easement (Items C1 through C13)	50	EA	\$	\$
C15	Install new drop connection precast concrete 48-inch-diameter sewer manhole (up to 4 feet in depth)	15	EA	\$	\$
C16	Install new drop connection precast concrete 48-inch-diameter sewer manhole (4 to 6 feet in depth)	15	EA	\$	\$

PROPOSER: _____

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C17	Install new drop connection precast concrete 48-inch-diameter sewer manhole (6 to 8 feet in depth)	15	EA	\$	\$
C18	Install new drop connection precast concrete 48-inch-diameter sewer manhole (8 to 10 feet in depth)	15	EA	\$	\$
C19	Install new drop connection precast concrete 48-inch-diameter sewer manhole (10 to 12 feet in depth)	15	EA	\$	\$
C20	Install new drop connection precast concrete 48-inch-diameter sewer manhole (12 to 14 feet in depth)	15	EA	\$	\$
C21	Install new drop connection precast concrete 48-inch-diameter sewer manhole (14 to 16 feet in depth)	15	EA	\$	\$
C22	Work in rear-yard easement (items C15 through C24)	50	EA	\$	\$
C23	Asphalt roadway replacement	200	S.Y.	\$	\$
C24	Asphalt pavement overlay (1-inch thick)	200	S.Y.	\$	\$
C25	Concrete sidewalk replacement	650	S.Y.	\$	\$
C26	Concrete curb and gutter replacement	1,500	L.F.	\$	\$
C27	Asphalt driveway replacement	200	S.Y.	\$	\$
C28	Concrete driveway replacement	200	S.Y.	\$	\$
C29	Sod replacement	25,000	S.F.	\$	\$
C30	Bypass pumping (8-inch and 10-inch sewer)	82	DAY	\$	\$
C31	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	\$	\$
C32	Bypass pumping (18-inch and 21-inch sewer)	20	DAY	\$	\$
C33	Traffic control - flagman, each	75,000	HOUR	\$	\$
C34	Traffic control - arrow board, each	500	DAY	\$	\$
C35	Traffic control - barricade, each	1,500	DAY	\$	\$
C36	Expedited mobilization	25	EA	\$	\$

**RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION**

Cost Schedule

TOTAL BID FOR GROUP "C" - ITEMS C1 THROUGH C37 INCLUSIVE:	\$
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**GROUP D
SECTIONAL AND LATERAL LINERS**

ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
D1	Install cured-in-place <u>sectional pipe</u> liners, 6-inch to 12-inch diameter (up to 6 feet in length, all depths)	300	L.F.	\$	\$
D2	Install cured-in-place <u>sectional pipe</u> liners, 6-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	300	L.F.	\$	\$
D3	Install cured-in-place <u>sectional pipe</u> liners, 15-inch to 18-inch diameter (up to 6 feet in length, all depths)	150	L.F.	\$	\$
D4	Install cured-in-place <u>sectional pipe</u> liners, 15-inch to 18-inch diameter (per linear foot beyond 6 feet in length, all depths)	150	L.F.	\$	\$
D5	Install cured-in-place <u>sectional pipe</u> liners, 21-inch diameter (up to 6 feet in length, all depths)	150	L.F.	\$	\$
D6	Install cured-in-place <u>sectional pipe</u> liners, 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	150	L.F.	\$	\$
D7	Work in rear-yard easement (items E1 through E6)	200	EA	\$	\$
D8	Reinstate laterals and grout annular space	300	EA	\$	\$
D9	Sewer <u>main cleaning and TV inspection</u> (6-inch through 12-inch)	10,000	L.F.	\$	\$
D10	Sewer <u>main cleaning and TV inspection</u> (15-inch through 21-inch)	5,000	L.F.	\$	\$
D11	Sewer <u>main cleaning and TV inspection</u> (21-inch through 24-inch)	5,000	L.F.	\$	\$

PROPOSER: _____

DATE: _____

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Cost Schedule

D12	FCLRL – Cured-in-Place <u>Lateral Liner</u> 6-inch to 10-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	300	EA	\$	\$
D13	FCLRL – Cured-in-Place <u>Lateral Liner</u> 12-inch to 15-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	\$	\$
D14	FCLRL – Cured-in-Place <u>Lateral Liner</u> 18-inch to 21-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	150	EA	\$	\$
D15	FCLRL – Cured-in-Place <u>Lateral Liner</u> 24-inch main, 4 & 6-inch lateral pipe, up to 15 linear feet. (all depths)	100	EA	\$	\$
D16	FCLRL – Cured-in-Place <u>MH Drop Liner</u> 8-inch to 15-inch main, 8-inch to 10-inch manhole drop connection, up to 12 linear feet of drop. (all depths)	150	EA	\$	\$
D17	Lateral Liner 4 & 6-inch pipe, greater than 15 linear feet all depths. (all depths)	200	L.F.	\$	\$
D18	Install CIP liner in 4-inch to 6-inch laterals, all depths (includes 15 feet of laeral)	300	L.F.	\$	\$
D19	Install CIP liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 15 feet of lateral pipe)	300	L.F.	\$	\$
D20	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 6 - 10-inch main with 4-inch to 6-inch laterals, all depths.	300	L.F.	\$	\$
D21	Install Full-Circle CIP mainline/lateral connection interface seal (minimum 3') in 12 - 21-inch main with 4-inch to 6-inch laterals, all depths.	150	L.F.	\$	\$
D22	Install Full-Circle CIP mainline/lateral connection interface seal 6-inch to 10-inch main, 4-inch & 6-inch lateral pipe, up to <u>6-inches of lateral piping</u> , all depths.	300	L.F.	\$	\$
D23	Install Full-Circle CIP mainline/lateral connection interface seal 12-inch to 21-inch main, 4-inch & 6-inch lateral pipe, up to <u>6-inches of lateral piping</u> , all depths.	150	L.F.	\$	\$

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Cost Schedule

D24	Transitional Liner 6-inch to 4-inch.	200	EA	\$	\$
D25	Coating Removal / Surface Preparation (Items D20 and D21)	300	EA	\$	\$
D26	Work in rear-yard easement (items D12 through D21)	300	EA	\$	\$
D27	Sewer <u>Lateral TV inspection</u> from main w/ P&T Camera (up to 30 feet)	300	EA	\$	\$
D28	Sewer <u>Lateral TV inspection</u> from main (beyond 30 feet)	300	L.F.	\$	\$
D29	Sewer <u>Lateral TV inspection</u> from cleanout w/P&T Camera (up to 30 feet)	300	EA	\$	\$
D30	Sewer <u>Lateral TV inspection</u> from cleanout (beyond 30 feet)	300	L.F.	\$	\$
D31	Cleanout installation in grass area (up to 5 feet in depth)	300	EA	\$	\$
D32	Cleanout installation in asphalt area (up to 5 feet in depth)	300	EA	\$	\$
D33	Cleanout installation in concrete area (up to 5 feet in depth)	300	EA	\$	\$
D34	Cleanout installation (beyond 5 feet in depth)	100	V.F.	\$	\$
D35	Work in rear-yard easement (items D25 through D32)	300	EA	\$	\$
D36	Lateral Pipe Grouting, to facilitate proper lateral liner installation.	300	EA	\$	\$
D37	Lateral Pipe Testing. (10% of installations)	100	EA	\$	\$
D38	Mechanical Root or Grease Removal (10-inch and smaller)	5,000	L.F.	\$	\$
D39	Mechanical Tuberculation Removal (10-inch or smaller)	5,000	L.F.	\$	\$
D40	Bypass pumping (8-inch and 10-inch sewer)	85	DAY	\$	\$
D41	Bypass pumping (12-inch and 15-inch sewer)	20	DAY	\$	\$
D42	Bypass pumping (18-inch and 24-inch sewer)	20	DAY	\$	\$
D43	Traffic control - flagman, each	75,000	Hour	\$	\$
D44	Traffic control - arrow board, each	500	Day	\$	\$

PROPOSER: _____

DATE: _____

RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

Cost Schedule

D45	Traffic control - barricade, each	1,500	Day	\$	\$
D46	Expedited mobilization	25	EA	\$	\$
TOTAL BID FOR GROUP "D" - ITEMS D1 THROUGH D47 INCLUSIVE:					\$

PROPOSER: _____

DATE: _____

RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

GROUP E					
CIP Mainline Pipe Lining					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	\$	\$
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	\$	\$
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 18 feet in depth)	2,000	L.F.	\$	\$
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 18 feet in depth)	2,000	L.F.	\$	\$
E9	Work in Rear-Yard Easement (items E1 to E8).	300	EA	\$	\$
E10	Reinstate Laterals and Grout annular space	300	EA	\$	\$
E11	Protruding service connection removed by internal means	300	EA	\$	\$
E12	Mechanical Root or Grease Removal (12-inch and smaller)	5,000	L.F.	\$	\$
E13	Mechanical Root or Grease Removal (15-inch through 24-inch)	2,500	L.F.	\$	\$

PROPOSER: _____

DATE: _____

**RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION**

Cost Schedule

E14	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	\$	\$
E15	Mechanical Tuberculation Removal (15-inch through 18-inch)	2,500	L.F.	\$	\$
E16	Mechanical Tuberculation Removal (21-inch through 30-inch)	2,000	L.F.	\$	\$
E17	Sewer <u>main cleaning and TV inspection</u> (6-inch through 12-inch)	100,000	L.F.	\$	\$
E18	Sewer <u>main cleaning and TV inspection</u> (15-inch through 18-inch)	5,000	L.F.	\$	\$
E19	Sewer <u>main cleaning and TV inspection</u> (21-inch through 30-inch)	5,000	L.F.	\$	\$
E20	Bypass Pumping (6-inch through 12-inch sewer)	85	Day	\$	\$
E21	Bypass Pumping (15-inch and 18-inch sewer)	20	Day	\$	\$
E22	Bypass Pumping (18-inch through 30-inch sewer)	20	Day	\$	\$
E23	Traffic control - flagman, each	75,000	Hour	\$	\$
E24	Traffic control - arrow board, each	500	Day	\$	\$
E25	Traffic control - barricade, each	1,500	Day	\$	\$
E26	Expedited mobilization	25	EA	\$	\$
E27	Consideration for Indemnification	1	L.S.	\$	\$
TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E27 INCLUSIVE:					\$

GROUP F Form and Form Pipe Lining					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	60,000	L.F.	\$	\$
F2	Install Fold and Form liner, 10-inch diameter gravity mains (all depths)	15,000	L.F.	\$	\$

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LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

F3	Install Fold and Form liner, 12-inch diameter gravity mains (all depths)	12,000	L.F.	\$	\$
F4	Install Fold and Form liner, 15-inch diameter gravity mains (all depths)	10,000	L.F.	\$	\$
F5	Reinstate Laterals and Grout annular space	300	Each	\$	\$
F6	Work in Rear-Yard Easement (items F1 & F4)	300	Each	\$	\$
F7	Protruding service connection removed by internal means	300	Each	\$	\$
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	\$	\$
F9	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	\$	\$
F10	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	\$	\$
F11	Mechanical Root or Grease Removal (12-inch or smaller)	5,000	L.F.	\$	\$
F12	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	\$	\$
F13	Bypass Pumping (6-inch through 10-inch sewer)	85	Day	\$	\$
F14	Bypass Pumping (12-inch and 15-inch sewer)	20	Day	\$	\$
F15	Bypass Pumping (18-inch and 24-inch sewer)	20	Day	\$	\$
F16	Traffic control - flagman, each	75,000	Hour	\$	\$
F17	Traffic control - arrow board, each	500	Day	\$	\$
F18	Traffic control - barricade, each	1,500	Day	\$	\$
F19	Expedited mobilization	25	EA	\$	\$
TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F18 INCLUSIVE:					\$

PROPOSER: _____

DATE: _____

RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

GROUP E					
CIP Mainline Pipe Lining					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
E1	Install cured-in-place liner, 18-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E2	Install cured-in-place liner, 18-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	\$	\$
E3	Install cured-in-place liner, 21-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E4	Install cured-in-place liner, 21-inch diameter gravity mains (12 to 16 feet in depth)	2,000	L.F.	\$	\$
E5	Install cured-in-place liner, 24-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E6	Install cured-in-place liner, 24-inch diameter gravity mains (12 to 18 feet in depth)	2,000	L.F.	\$	\$
E7	Install cured-in-place liner, 30-inch diameter gravity mains (8 to 12 feet in depth)	2,500	L.F.	\$	\$
E8	Install cured-in-place liner, 30-inch diameter gravity mains (12 to 18 feet in depth)	2,000	L.F.	\$	\$
E9	Work in Rear-Yard Easement (items E1 to E8)	300	EA	\$	\$
E10	Reinstate Laterals and Grout annular space	300	EA	\$	\$
E11	Protruding service connection removed by internal means	300	EA	\$	\$
E12	Mechanical Root or Grease Removal (12-inch and smaller)	5,000	L.F.	\$	\$
E13	Mechanical Root or Grease Removal (15-inch through 24-inch)	2,500	L.F.	\$	\$

PROPOSER: _____

DATE: _____

RFP-12-01
LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

E14	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	\$	\$
E15	Mechanical Tuberculation Removal (15-inch through 18-inch)	2,500	L.F.	\$	\$
E16	Mechanical Tuberculation Removal (21-inch through 30-inch)	2,000	L.F.	\$	\$
E17	Sewer <u>main cleaning and TV inspection</u> (8-inch through 12-inch)	100,000	L.F.	\$	\$
E18	Sewer <u>main cleaning and TV inspection</u> (15-inch through 18-inch)	5,000	L.F.	\$	\$
E19	Sewer <u>main cleaning and TV inspection</u> (21-inch through 30-inch)	5,000	L.F.	\$	\$
E20	Bypass Pumping (6-inch through 12-inch sewer)	85	Day	\$	\$
E21	Bypass Pumping (15-inch and 18-inch sewer)	20	Day	\$	\$
E22	Bypass Pumping (18-inch through 30-inch sewer)	20	Day	\$	\$
E23	Traffic control - flagman, each	75,000	Hour	\$	\$
E24	Traffic control - arrow board, each	500	Day	\$	\$
E25	Traffic control - barricade, each	1,500	Day	\$	\$
E26	Expedited mobilization	25	EA	\$	\$
E27	Consideration for Indemnification	1	L.S.	\$	\$
TOTAL BID FOR GROUP "E" - ITEMS E1 THROUGH E27 INCLUSIVE:					\$

GROUP F					
Form and Form Pipe Lining					
ITEM NO.	DESCRIPTION	QUANTITY AMOUNT	UNIT	UNIT PRICE BID	TOTAL
F1	Install Fold and Form liner, 8-inch diameter gravity mains (all depths)	60,000	L.F.	\$	\$
F2	Install Fold and Form liner, 10-inch diameter gravity mains (all depths)	15,000	L.F.	\$	\$

PROPOSER: _____

DATE: _____

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LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION
Cost Schedule

F3	Install Fold and Form liner, 12-inch diameter gravity mains (all depths)	12,000	L.F.	\$	\$
F4	Install Fold and Form liner, 15-inch diameter gravity mains (all depths)	10,000	L.F.	\$	\$
F5	Reinstate Laterals and Grout annular space	300	Each	\$	\$
F6	Work in Rear-Yard Easement (items F1 & F4)	300	Each	\$	\$
F7	Protruding service connection removed by internal means	300	Each	\$	\$
F8	Sewer main cleaning and TV inspection (8-inch through 12-inch)	100,000	L.F.	\$	\$
F9	Sewer main cleaning and TV inspection (15-inch through 21-inch)	5,000	L.F.	\$	\$
F10	Sewer main cleaning and TV inspection (21-inch through 24-inch)	5,000	L.F.	\$	\$
F11	Mechanical Root or Grease Removal (12-inch or smaller)	5,000	L.F.	\$	\$
F12	Mechanical Tuberculation Removal (12-inch or smaller)	5,000	L.F.	\$	\$
F13	Bypass Pumping (6-inch through 10-inch sewer)	85	Day	\$	\$
F14	Bypass Pumping (12-inch and 15-inch sewer)	20	Day	\$	\$
F15	Bypass Pumping (18-inch and 24-inch sewer)	20	Day	\$	\$
F16	Traffic control - flagman, each	75,000	Hour	\$	\$
F17	Traffic control - arrow board, each	500	Day	\$	\$
F18	Traffic control - barricade, each	1,500	Day	\$	\$
F19	Expedited mobilization	25	EA	\$	\$
F20	Consideration for Indemnification	1	L.S.	\$	\$
TOTAL BID FOR GROUP "F" - ITEMS F1 THROUGH F18 INCLUSIVE:					\$

SOLICITATION NO. RFP-12-01

BID BOND

Complete EITHER Section 1, Lee County Paper Bid Bond, OR Section 2, Lee County Electronic Bid Bond

Section 1 - Lee County Paper Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)
_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, in the SUM OF FIFTY THOUSAND DOLLARS (\$50,000.00).

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____ 2011

WHEREAS, said Principal is herewith submitting a Proposal for the :

RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal: _____ (SEAL)
(Principal) _____

(By) _____

Witness as to Surety: _____ (SEAL)
(Surety's Name) _____

_____ (By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

CMO:001
09/25/01

**SCHEDULE D
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

NOTE: This form must be signed by the person who will sign, or has signed the Bid Form. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBPROPOSER'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBPROPOSER'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBPROPOSER'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE /MINORITY /WOMEN (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: _____

SUBPROPOSER'S NAME: _____

EST. DOLLAR VALUE OF PROPOSED WORK: _____

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: _____ %

PROPOSER NAME _____ SIGNATURE _____ DATE _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY PROPOSER WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY SHALL CONSIDER THE EMPLOYMENT BY ANY PROPOSER OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced _____ (Print or Type Name) _____ as identification. _____ (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



LEE COUNTY

SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26

Local Bidder's Preference

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Principal place of business is located within the boundaries of Lee County.

Company Name: _____

Signature

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

CMO:019

SOLICITATION NO.: RFP-12-01

DATE _____

**LEE COUNTY
CONTRACTORS QUALIFICATION QUESTIONNAIRE**

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THIS BID PACKAGE OR WITHIN FIVE (5) CALENDAR DAYS AFTER BID OPENING. FAILURE TO SUBMIT THIS QUESTIONNAIRE WILL BE GROUNDS TO BE DECLARED NON-RESPONSIVE.

Submitted By: _____

CORPORATION - Date of Incorporation: _____ State of Incorporation: _____
If Out of State Corporation, currently authorized to do business in Florida, give date of such authorization: _____

PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General
Limited
Association

INDIVIDUAL - Name and Address of Owner _____

JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

OTHER - Explain _____

Parent Company Office Address (if any): _____

Principal Office Address: _____

Name of Project (if applicable): _____

Person to Contact: _____

Title: _____ Telephone No.: _____

CONTRACTORS QUALIFICATION QUESTIONNAIRE (Continued)

Type of Work (file separate form for each classification of work):

General Contractor: _____ Road Repair: _____
 Underground Utilities: _____ Heavy Construction: _____
 Road Building: _____ Other (specify): _____

The signee of this questionnaire guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Lee County Government deemed necessary to verify the statements made in this application or regarding the standing and general reputation of the Bidder.

1. How many years has your organization been in business as a _____ Contractor under your present name?

2. Under what other or former names has your organization operated?

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION

4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	LEE COUNTY COMP. NO.	STATE REG. NO.	LEE COUNTY OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE

CONTRACTORS QUALIFICATION QUESTIONNAIRE (Continued)

5. List jurisdictions in which your organization's partnership or trade name is filed:

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it? YES NO
See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? YES NO
See Sheet No. _____

6.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five (5) years? YES NO
See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another? YES NO
If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project? YES NO
If so, state the name of the individual, other organization, when, where and the reason therefore:

9. Has your organization ever been refused registration by an Federal, State or Municipal Agency as a Pre-qualified Bidder or Qualified Bidder for construction contracts? YES NO

If so, for what type of work? _____

Give details and reason: _____

10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:

(use extension sheet if necessary and reference sheet number herein: _____)

CONTRACTORS QUALIFICATION QUESTIONNAIRE (Continued)

11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information:
- 11.1 Name and present position or capacity
 - 11.2 Years of construction experience, type of work, position or capacity and cost range
 - 11.3 Years of related construction experience, type of work, position or capacity and cost range
 - 11.4 Brief education and professional registrations

12. List of type of work normally provided by your own work forces:

13. Indicate type of contracting undertaken by your organization and number of years experience:

As General Contractor	_____	Years	_____	Type
As SubContractor	_____	Years	_____	Type

14. Attach the prime construction contracts your organization has underway on this date _____.

The list shall include the following information: (reference sheet numbers herein:_____)

- 14.1 Project Title and Location
- 14.2 Contractor or SubContractor
- 14.3 Contract Amount and Date of Contract
- 14.4 Percent Complete
- 14.5 Project Manager or Superintendent
- 14.6 Required Completion Date
- 14.7 Name, Address and Telephone Number of Owner
- 14.8 Designing Architect/Engineer and Address

15. Attach the last five (5) prime construction contracts completed in the past five (5) years by your organization.

The list shall include the following information: (reference sheet numbers herein:_____)

- 15.1 Project Title and Location
- 15.2 Contractor or SubContractor
- 15.3 Contract Amount and Date of Contract
- 15.4 Date Complete
- 15.5 Project Manager or Superintendent
- 15.6 Required Completion Date
- 15.7 Name, Address and Telephone Number of Owner
- 15.8 Designing Architect/Engineer and Address

CONTRACTORS QUALIFICATION QUESTIONNAIRE (Continued)

16. Attach the prime construction contracts your organization has contracted with Lee County that are either underway or completed.

The list shall include the following information: (reference sheet numbers herein: _____)

- 16.1 Project Title and Location
- 16.2 Contractor or SubContractor
- 16.3 Original Contract Amount and Date
- 16.4 Final Contract Amount
- 16.5 Percentage Complete
- 16.6 Project Manager or Superintendent
- 16.7 Required Completion Date
- 16.8 Name, Address and Telephone Number of Owner
- 16.9 County Sponsoring Department

17. If General Contractor, list one or more of the following subcontractors who have been associated with you on any of the projects listed above:

SUBCONTRACTOR (Name and Address)

17.1 Mechanical Work _____

17.2 Plumbing _____

17.3 Electrical _____

17.4 Structural _____

17.5 Three (3) other major subcontractors:

CONTRACTORS QUALIFICATION QUESTIONNAIRE (Continued)

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

19. List no less than three (3) and preferably five (5) financial references:

20. What is the largest contract (dollar cost) ever performed by your organization?

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?

Dated at _____ this _____ day of _____, 20

Name of Organization

BY: _____

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20__

by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

CMO:004 (6 of 6)
09/25/01

SOLICITATION NO.: RFP-12-01

DATE: _____

**LEE COUNTY
CONTRACTOR HISTORY**

*Please answer the following four (4) questions. Attach additional pages, if necessary.
Failure to submit this form will be grounds to be declared non-responsive.*

1. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been charged, convicted or plead guilty to criminal violations of any state, federal or local environmental laws within the past seven (7) years? If yes, please describe in detail the nature of the charge and its status, or the nature of the conviction or guilty plea.

2. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been cited or served notice of any civil violations of municipal, county, state or federal environmental laws, regulations or ordinances within the past seven (7) years? If yes, please describe in detail the nature of the citation or notice of violation and the outcome or its current status.

3. Has your company, corporation, partnership, enterprise or any of its principals, partners, officers been cited or served notice of any violations of the Occupational Safety and Health Act of 1970 (OSHA) within the past seven (7) years? If yes, please describe in detail the nature of the citation or notice of violation and the outcome or its current status.

4. Has your company, corporation, partnership, enterprise or any of its principals, partners or officers been a party in any litigation related to construction, contract or environmental laws within the past seven (7) years? If yes, please describe the nature of the lawsuit(s), the names of the parties, the court and case number and the outcome or current status.

THE SIGNEE OF THIS QUESTIONNAIRE GUARANTEES, AS EVIDENCED BY THE SWORN AFFIDAVIT REQUIRED HEREIN, THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ALL ANSWERS TO THE QUESTIONS 1-4 ABOVE.

Company Name: _____

 Signature Title Date

STATE OF _____
 COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 2____, by _____ who has produced _____ (Print or Type Name) _____ as identification.
 _____ (Type of Identification and Number)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

SAMPLE

PART A

LEE COUNTY CONSTRUCTION CONTRACT

AGREEMENT FORM

Contract No. _____

Board Award Date: _____

AGREEMENT

made as of the _____ day of _____ in year of 20
BETWEEN the COUNTY: Board of County Commissioners, Lee County, Florida
and the CONTRACTOR:

Name and Address

Check Appropriate Line:

- Individual
- Partnership
- Incorporated in the State of _____

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

ARTICLE 1. WORK

The CONTRACTOR shall perform all the work required by the Contract Documents:

Scope of work: to provide all labor and materials for the rehabilitation of the Lee County Wastewater Collection System Rehabilitation. The services required by this contract shall include but not be limited to the items on these exhibits. The County shall order services as required but make no guarantee as to the quantity, number, type or tests that will be ordered. Services shall be requested as needed throughout the year.

in full accordance with the drawings and as elaborated in the specifications.

PROJECT NAME: RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

LOCATION: Lee County, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The COUNTY shall pay the CONTRACTOR in current funds for the performance of the work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: (express in words and numerals) _____ Dollars(\$_____).

CONSTRUCTION CONTRACT

ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER'S Representative by the CONTRACTOR, and Certificates for Payment issued by the OWNER'S Representative, the COUNTY shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, ninety percent (90%) of the portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the work and ninety percent (90%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the COUNTY.

3.1.1 At the discretion of the project manager, department director and final authorization by the Public Works Director, once the project reaches 50% completion and the County is holding 5% of the total contract amount, no further retainage may be withheld from the subsequent monthly invoices, provided however, that the project is on schedule. At any time the project falls behind schedule, the County retains the exclusive right to revert back to the original contract terms, by withholding the full 10% retainage, until the project is back on schedule or the project is completed.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the COUNTY shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

This Contract entered into this date by the Lee County Board of County Commissioners and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the work above described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and enumerated as follows:

4.1 Lee County Request for Proposal/Project Manual Titled:RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION

DATED: October 14, 2011

4.1.1 Contractors Cost Proposal Dated _____, ATTACHED AS EXHIBIT "A"

4.2 Project Drawings consisting of the following sheets listed by title and date:

SHEET NO.	DESCRIPTION	DATE
NONE		

CMO:006 2 of 5)
09/25/01

CONSTRUCTION CONTRACT
ARTICLE 4.2 CONTRACT DOCUMENTS (Continued)

4.3 Public Payment and Performance Bond

4.4 Certificate of Insurance

4.5 Notice of Award

4.6 Addenda

4.7 Documentation submitted by the CONTRACTOR prior to the Notice of Award:

4.8 The following which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 5.6 and 5.7 of the General Conditions.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed issued by the project manager per project.

5.2 The County intends to enter into a one (1) year contract with the option of being renewed for four (4) additional one (1) year periods.

Liquidated Damages:

5.3 The COUNTY and CONTRACTOR recognize that time is of the essence of this agreement and that the COUNTY will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the COUNTY if the work is not completed on time. Accordingly, instead of requiring any such proof, COUNTY and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$410.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the COUNTY for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the COUNTY due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual Damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity. The COUNTY shall have the right to deduct all damages due from the final payment request as well as retainage. However, prior to deducting liquidated damages, the COUNTY shall give the CONTRACTOR seven (7) calendar days notice prior to submitting the adjusted amount due to the Clerk for payment.

CMO:006(3 of 5)
REV: 03/18/04

CONSTRUCTION CONTRACT

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the COUNTY to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the COUNTY.

6.2 Terms used in the Agreement which are defined in the General Conditions of the Contract (Part B) shall have the meaning designated in those conditions.

6.3 The COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the COUNTY. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgements of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the COUNTY, excluding only the sole negligence of the COUNTY. This provision shall also pertain to any claims brought against the COUNTY by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

CMO:006(4 of 5)
09/25/01

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CONSTRUCTION CONTRACT

In witness whereof, COUNTY and CONTRACTOR have signed this agreement in duplicate. One counterpart has been retained by the Clerk of the Board of County Commissioners, one to the Project Sponsoring Department, and one part each has been delivered to the Lee County Procurement Management, and the CONTRACTOR. All portions of the Contract Document have been signed or identified by COUNTY and CONTRACTOR, or by COUNTY'S CONSULTANT on their behalf.

Signed, sealed, and delivered in the presence of:

Secretary (Correct Name of Business)

BY: _____

(Corporate Seal)

Title

Date: _____

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

ATTEST: Clerk of the Board

BY: _____
Chair

BY: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

BY: _____
Assistant County Attorney

LEE COUNTY CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND

BOND NO:

1. Know all men by these presents, that (Name, Full Address & Phone # of Awarded Contractor), hereinafter referred to as the CONTRACTOR, as Principal, and _____, a corporation, licensed to do business in the State of Florida, hereinafter called SURETY, located at: _____

_____ are held and firmly bound unto the Lee County Board of County Commissioners, P O Box 398, Fort Myers, FL 33901, (239) 533-5450, a Political Subdivision of the State of Florida as "Owner", in the full and just sum of (Amount of Bond Written in words) (\$0.00) Dollars, lawful money of the United States of America, to the payment of which sum, will and truly to be made, the CONTRACTOR and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, the CONTRACTOR has entered into a certain written Contract with the COUNTY as the OWNER, dated the ___ day of ___, 2011, for: Legal Description of project, _____ for the project known as RFP-12-01 LEE COUNTY WASTEWATER COLLECTION SYSTEM REHABILITATION, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof in its' entirety for the purpose of perfecting this bond.

3. NOW, THEREFORE, the conditions of this obligation are such that if CONTRACTOR shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract Documents (which includes the Notice to Bidders, Instruction to Bidders, Bid Proposal Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, Change Orders, and such alterations thereof as may be made as provided for therein), and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

3.1 The undersigned shall indemnify and save harmless the OWNER from and against all costs, expenses and damages, including litigation costs and attorneys fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said CONTRACTOR, his agents, servants or employees in the execution or performance of said Contract with the OWNER.

3.2 The undersigned shall promptly make payment(s) to all persons supplying services, labor, material or supplies used directly or indirectly by said CONTRACTOR, or any SubContractor or Sub-SubContractor, in the prosecution of the work provided for in said Contract with the OWNER.

CMO:007(1 of 3)
REV: 03/18/04

**CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)**

3.3 The undersigned agree to promptly pay to the OWNER any difference between the sum to which the CONTRACTOR would be entitled for the completion of the contract including any damages, direct, liquidated or delay, which the OWNER may sustain by reason of failure of the CONTRACTOR to properly and promptly perform and abide by all of the provisions of said Contract, and any sum which the OWNER may be or was obligated to pay for the completion of said work by the CONTRACTOR.

3.4 The undersigned SURETY covenants and agrees that change orders, extensions of time, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in no way effect their obligation on this Bond, and the SURETY does hereby expressly waive notice of any such changes, extensions of time, alterations or additions, so long as the fundamental nature of the work on the Project by the CONTRACTOR is not changed.

3.5 Subject to the OWNER'S priority, claimants covered by Section 713.01, Florida Statutes, shall have a direct right of action against the Principal and Surety under this obligation, after written notice is provided to the OWNER of the performance of labor or delivery of materials or supplies, and non-payment thereof. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05, Florida Statutes, as they may be revised from time to time.

4.1 The CONTRACTOR and the SURETY shall hold the County harmless from any and all damages, expenses and cost, or lawsuits, which may arise by virtue of any defects in said work or materials within the period of one (1) year from the date of OWNER'S express acceptance of the project, providing, however, that upon completion of the work, the amount of this bond shall be reduced to 100% of the Contract Price.

5.1 This public payment and performance bond shall be governed by the laws, administrative rules, and regulations of the State of Florida. Any claims or suits instituted under this bond shall be governed solely by the laws of the State of Florida.

SIGNED and sealed this, the _____ day of _____, 20

CONTRACTOR, As Principal:

WITNESS

Firm Name

Signature

By: _____ (SEAL)
Signature

Type Name and Title

Type Name and Title

WITNESS: (if no seal)

Signature

Type Name and Title

CMO:007(1 of 3)
REV: 03/18/04

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CONSTRUCTION CONTRACT
PUBLIC PAYMENT AND PERFORMANCE BOND (CONTINUED)

COUNTERSIGNED, as SURETY

Title

STATE OF _____)
COUNTY OF _____) SS
CITY OF _____)

Name

Address

City, State, Zip Code

Power-of-Attorney Signature

BEFORE me, a Notary Public, duly commissioned, qualified and acting personally, appeared:

to me well-known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for _____, as Surety, and that he has been authorized by said Surety to execute the foregoing Public Payment and Performance Bond on behalf of the (CONTRACTOR) Principal named therein in favor of the OWNER.

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ (Print or Type Name)

who has produced _____ (Type of Identification and Number)

as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

CLEAN IRREVOCABLE LETTER OF CREDIT

DATE: _____

TO:

AMOUNT: USDLRS \$ _____ EXPIRATION DATE: _____

We hereby open our Clean Irrevocable Letter of Credit No. _____ in favor of the Lee County Board of County Commissioners (County) for the amount of _____ U.S. Dollars (_____) effective as of this date.

This Letter of Credit is issued pursuant to that certain contract No. _____ between _____, as Contractor, and Lee County, Florida, dated _____, 20 (the "Contract"), however, this Letter of Credit is independent of that contract and reference herein is for information only.

Funds under this Letter of Credit are available to the County hereunder not exceeding in aggregate the amount of this Credit against the County's demand for payment on us mentioning our Credit No. _____.

When we receive your demand for payment at _____ (street address)

on or prior to the Expiration Date, we will promptly honor the same.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department, mentioning specifically our Credit Number.

Venue for any and all legal action necessary to enforce the terms of this Letter of Credit shall be Lee County, Florida.

This bond shall be effective from _____ and remain in effect until _____ and shall be renewed annually for the term of the agreement.

Authorized Signature: _____

Notary Public: _____ Name (typed): _____

_____ Title: _____

(Optional)

Except as is inconsistent with the express provisions hereof, this Letter of Credit is subject to the Uniform Customs and Practices For Documentary Credits (1993) Revision, International Chamber of Commerce Publication No. 500.

CMO:008

09/25/01

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Your Insurance Company's Name Phone # 2 Address City, State and Zip		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Your Company's Name 4 3 Address City, State and Zip		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A:	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS 5
		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR Deductible	Policy # listed here	Coverage effective date here	Coverage end date here	EACH OCCURRENCE Enter Policy 9 6 DAMAGE TO RENTED PREMISES (Ea occurrence) Amounts here MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS Deductible	Policy # listed here	Coverage effective date here	Coverage end date here	COMBINED SINGLE LIMIT (Ea accident) Enter Policy Amounts Here BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy # listed here	Coverage effective date here	Coverage end date here	WC STATU-TORY LIMITS OR ER Enter Policy Amounts here EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT
		OTHER Builders Risk All Risk (If Applicable)				Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS Additional Insured(s): Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials.

CERTIFICATE HOLDER Lee County Board of County Commissioners Attn: Procurement Management PO Box 398 Fort Myers, Florida 33902	CANCELLATION Should any of the above described policies be canceled the expiration date thereof, Notice will be delivered in accordance with the policy provisions. AUTHORIZED REPRESENTATIVE
--	--

LEE COUNTY PROPOSAL REQUEST

PROPOSAL REQUEST NO. _____

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ PROJECT NO. _____

CONTRACT NO. _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST _____

Please submit an itemized bid for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of the Work)

Attachments: (List attached documents that support description)

CONTRACTOR:

BY: _____

CMO:009
09/25/01

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LEE COUNTY CONSTRUCTION CONTRACT
FIELD CHANGE ORDER

No. _____

Project No.: _____ Bid No.: _____ Contract No.: _____ Date: _____

Contract/Project Name: _____

Request By: _____

It is hereby requested, agreed, and authorized that the following field change(s) in the work required by the contract documents be made:

Description of the change:

Indicate drawings and/or specification affected by this change:

CONDITIONS TO THIS CHANGE ORDER:

It is hereby understood and agreed that the above described field change will not involve:

- (A) any change in the Contract Price, or
- (B) any change in the Contract Completion Time, or
- (C) any change that would be inconsistent with the scope of the Contract Documents.

NOTE If this change affects prior approvals for permits granted by any agency, written documentation of that agency's approval of the change is required prior to commencing this change.

CONTRACTOR ACCEPTANCE _____ By: _____
Contractor's Business Name

By: _____
Signature _____ Date _____
Title _____

CONSULTANT'S RECOMMENDATION _____ (if applicable)
By: _____
(Print Name of Consultant) By: _____
Signature _____ Date _____

COUNTY APPROVAL AND AUTHORIZATION

By: _____ By: _____
(Print Name) Department Director or Signature _____ Date _____
Designated Project Manager

Copies to: Contractor (Top Copy)
Project Consultant
Project Sponsoring Department
Procurement Management

LEE COUNTY CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE

NO.: _____

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name: _____

Contractor: _____

Request By: _____ Date of Request: _____

1. **Directive:** The COUNTY hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the COUNTY of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the COUNTY and the CONTRACTOR.

2. Description of the change(s):

3. Purpose or Intent of Field directive Change:

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the COUNTY by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the contract price: _____

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: _____

6. **Claim(s) resulting from Field Directive Change**
In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR's compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of Articles 11, 12 and 13 of the Contract Document, submit a written claim to the COUNTY requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

It is understood and agreed by the COUNTY in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

- | | |
|---|--|
| A. Method of Determining Change in Contract Price: | B. Method of Determining Change in Contract Time: |
| <input type="checkbox"/> Time and Materials | <input type="checkbox"/> Contractor's Records |
| <input type="checkbox"/> Unit Prices | <input type="checkbox"/> Consultant's Records |
| <input type="checkbox"/> Cost plus fixed fee | <input type="checkbox"/> Other |
| <input type="checkbox"/> Other | |

CMO:012
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Sheet 1 of 2
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FIELD DIRECTIVE CHANGE NO.: _____ (continued)

7. ACCEPTANCE:

COUNTY AUTHORIZATION

By _____ By _____
Printed Name Signature

Title/Position _____

Date _____

CONTRACTOR AUTHORIZATION

By _____
Contractor's Business Name

By _____
Print Name

By _____ _____
Signature Witness

Title/Position _____

Date _____

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- Contractor (Signed Original)
- Director Project Sponsoring Department (Signed Original)
- Project Manager
- Consultant (if applicable)
- Procurement Management

**LEE COUNTY CONSTRUCTION CONTRACT
CHANGE ORDER**

No.: _____

(A Change Order requires approval by the Department Director for expenditures under \$50,000, approval by the County Manger for expenditures between \$50,000.01 and \$100,000, or approval by the Board of County Commissioners for expenditures over \$100,000).

CONTRACT/PROJECT NAME: _____

CONTRACTOR: _____ **PROJECT NO.:** _____

CONTRACT NO.: _____ **BID NO.:** _____

CHANGE REQUESTED BY: _____ **DATE OF REQUEST:** _____

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: _____

Purpose of Change Order: _____

Attachments: (List documents supporting change) _____

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ _____

Previous Change Order No. _____ to No. _____
\$ _____

Contract Price prior to this Change Order
\$ _____

Net Increase (Decrease) of this Change Order
\$ _____

Contract Price will all approved Change Orders
\$ _____

CHANGE IN CONTRACT TIME:

Original Contract Time
_____ Calendar Days

Net Change from previous Change Orders
_____ Calendar Days

Contract Time prior to this Change Order
_____ Calendar Days

Net Increase (Decrease) of this Change Order
_____ Calendar Days

Contract Time with all approved Change Orders
_____ Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: _____
Department Director Date

Procurement Management

APPROVED:

County Attorney's Office Date

ACCEPTED

By: _____
Contractor

Date Accepted: _____

(CORPORATE SEAL)

COUNTY APPROVAL:

By: _____
Department Director (Under \$50,000)

Date Approved: _____

By: _____
County Administration (Under \$100,000)

Date Approved: _____

By: _____
Chair

Board of County Commissioners
(Over \$100,000)

Date Approved: _____

**LEE COUNTY CONSTRUCTION CONTRACT
ESTIMATE AND REQUISITION FOR PAYMENT**

Bid No.: _____ Contract No.: _____ Date: _____
Project No.: _____

Estimate No.: _____ (Partial Final) for Period _____ to _____

Project Name: _____

Requisition to be paid from funds of _____ Fund No.: _____

PAYEE: Contractor's Name: _____ **INSTRUCTIONS**
Mailing Address: _____ Please prepare original to be sent to
City & State _____ ZIP CODE _____ the Clerk of the Court Finance Office
by the Department for partial
payment and to County Attorney's
Office for final payment. Warrant
will be mailed to Contractor's mailing
address given, unless special
instructions are provided to the
immediate left of these instructions.

Deliver Warrant: _____
Special Instructions - If Other than Mail

Attach a list of names and addresses of all Sub-Contractors, materialmen, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: _____
Total Amount of Original Contract \$ _____

PLUS: Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	

Total Change Orders **ADDING** to cost of Contract \$ _____

LESS: Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	
Change Order # _____	dated _____	\$ _____	

Total Change Orders **SUBTRACTING** from cost of Contract \$ _____
Less Total Unit Price Amount Not Used Per Final Field Measurements \$ _____

TOTAL OF ABOVE \$ _____

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the County Finance Office or to Procurement Mgmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition	\$ _____	Retainage	\$ _____
Total Complete to Date (Column F, Sheet 3)	\$ _____		
Retainage % (Percent required in Contract Documents)	\$ _____		
Total Earned Less Retainage	\$ _____		
Less Prior Payments Made	\$ _____		
Less Liquidated Damages	\$ _____		
Amount of this Requisition	\$ _____		
Total Amount Paid to DBE's from above	\$ _____		

**LEE COUNTY CONSTRUCTION CONTRACT
PROGRESS PAYMENT CERTIFICATION**

Project Name: _____

Bid No.: _____
Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, materialmen or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby certify the amount of \$_____ to the Lee County Board of County Commissioners for a progress payment.

Signed: _____
Contractor

Date: _____
CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____

(Print or Type Name)

Who has produced _____
As identification. _____ (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Lee County Board of County Commissioners for progress payment.

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

**LEE COUNTY CONSTRUCTION CONTRACT
FINAL PAYMENT CERTIFICATION
AND CONTRACTORS AFFIDAVIT**

Project Name: _____

Bid No.: _____
 Contract No.: _____
 Estimate No.: _____
 Project No.: _____
 Requisition Date: _____
 Period From: _____
 To: _____

I do hereby certify that all items and amounts shown in the requisition for payment are correct and all work has been performed and materials delivered. This waiver and release of lien is conditioned upon payment of the consideration specified herein. It is not effective until said payment is received. I further certify that the consideration received in exchange for this final waiver and release of lien, when received is designated by the Contractor to be applied to the payment of subcontractors, materialmen, and suppliers who have furnished such services, labor, materials and supplies for which this request for payment is being made. The effect of this release is to quit claim in favor of the Owner, all rights that presently exist or may hereafter accrue to any subcontractor, laborer, supplier, materialman or the undersigned to assert a lien on this project by virtue of any law regarding the rights of a contractor, subcontractor, laborer, supplier or materialmen which they may have to assert a lien or claim against the project.

For warranty and guarantee start date, it is understood and agreed that the date of the final completion of the Work shall apply unless otherwise provided in the Certificate of substantial completion at which time the County initiates occupancy or utilizes the Work or designated portion thereof for the use for which it is intended, which ever is first.

Signed: _____ Contractor
 Date: _____
 CORPORATE SEAL

STATE OF _____
 COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20__ , by _____ (Print or Type Name) who has produced _____ as identification. _____ (Type of Identification and Number)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to the Lee County Board of County Commissioners for final payment.

Substantial Completion Date: _____
 Final Completion Date: _____
 Signed: _____ Signed: _____
 Owner's Rep. Preparing Estimate Department/Division Director
 Date: _____ Date: _____

APPROVAL RECOMMENDED
 By: _____
 County Attorney's Office
 Date: _____
 Alternate No. 2

Sheet No. 2 of 3
 A-18

CMO:013
 09/25/01

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LEE COUNTY CONSTRUCTION CONTRACT
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Project Inspector _____ Date _____
Name

Executed by OWNER'S REP. On

CONTRACTOR accepts this Certificate of Substantial Completion on

Date: _____

Date: _____

OWNER'S REPRESENTATIVE (Print)

CONTRACTOR (Print)

By _____
Signature

By _____
Signature

COUNTY accepts this Certificate of Substantial Completion on

Date: _____

DIVISION DIRECTOR (Print)

By _____
Signature

cc: Project Manager
Lee County Sponsoring Dept.
CONTRACTOR
Procurement Management

CMO:014 (2 of 2)
09/25/01

WARRANTY

The undersigned parties do hereby warranty and/or guarantee all work executed by the Contractor:

Name and Address of Contractor

Project Title

To be free from defects of materials and workmanship for a period of one year from

(Date of Substantial/Final Completion)

The undersigned parties further agree that they will, at their own expense, repair and replace all such defective work and all other work damaged by said defective work under this Warranty Guaranty. It is furthermore understood that the consideration for the giving of this warranty and/or guaranty is the requirement by the general conditions and specifications under which the contract was let that such warranty and/or guaranty would be given.

DATE _____

CONTRACTOR

By _____

Corporate Seal

Attest _____

CMO:015
09/25/01

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LEE COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER'S REPRESENTATIVE CERTIFICATE OF FINAL COMPLETION

EFFECTIVE DATE: _____
CONSULTANT (If Applicable): _____
PROJECT NAME: _____
PROJECT NUMBER: _____
CONTRACT NUMBER: _____
CONTRACTOR: _____
COUNTY PROJECT MANAGER: _____

This is a formal certification that based on observation of the Owner's Representative the above contractor has completed all work for the above project in conformance with the plans, specifications and provisions established by the Contract Documents.

I recommend that the work be accepted by the Lee County Board of County Commissioners.

SIGNED: _____
Owner's Representative

DATED: _____

cc: Project Manager
Lee County Sponsoring Department
CONTRACTOR
Procurement Management

CMO:016
09/25/01

A-23

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**LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): _____

This is a formal certification that the below list of Disadvantaged Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

<u>DBE SUB-CONTRACTOR</u>	<u>SUB-CONTRACTOR AMT</u>	<u>AMOUNT PAID</u>

Signed: _____
Contractor

Date: _____

cc: Project Manager
Procurement Management

CMO:017
09/25/01

CONTRACTOR PERFORMANCE EVALUATION

Contractor Name: _____
Project Manager: _____ Phone: _____
Project Name: _____ Number: _____
County Proj. Mgr: _____ Bid No.: _____
Notice to Proceed Date: _____ Completion Date: _____

**SECTION I
MANAGEMENT AND ORGANIZATION OF THE WORK**

- A. Effectiveness of supervision in scheduling the work, organizing construction operations and providing quality control. _____
- B. Negotiation of contract modifications, project recordkeeping and project documentation. _____
- C. Working relationship with department personnel responsible for administration of the contract requirements and inspection of the work. _____

SECTION I TOTAL ()
SECTION I AVERAGE _____

**SECTION II
WORK PERFORMANCE**

- A. Prosecution of the work. _____
- B. Work effort and product quality control. _____
- C. Scheduling and controlling of construction activities to minimize the impact on traffic through the construction zone, access to adjacent property and protection of the general public. _____
- D. Sufficiency of appropriate equipment to prevent downtime and safe production of a quality product. _____
- E. Compliance with E.E.O., labor, training and on-site safety. _____
- F. Interface with utility companies in adjusting, relocating or installing facilities concurrent with construction. _____
- G. Final completion of the project. _____

SECTION II TOTAL ()
SECTION II AVERAGE _____

CMO:018
09/25/01

CONTRACTOR PERFORMANCE EVALUATION
RATING SCALE

- 0 - Completely Insufficient - uncorrected or uncorrectable problems
- 1 -
- 2 - Poor - Problems and errors resulting in excessive effort, delay or actual damages to County or others; some effort made to remedy problems with active participation by County
- 3 -
- 4 - Below Expectations - Minor but consistent problems usually corrected after identification
- 5 -
- 6 - Acceptable - May encounter rare problems which are quickly remedied
- 7 -
- 8 - Above Expectations - Consistently problem free, complete and of high quality
- 9 -
- 10 - Outstanding - Excellent performance with service often above that specifically defined

PROJECT MANAGER'S REMARKS SUPPORTING GRADES

(Attach Additional Remarks)

Submitted _____
Project Manager Date

CONTRACTOR'S COMMENTS

(Attach Additional Remarks)

Submitted _____
Contractor Signature Date

Approved _____
Department/Division Director Date

cc: Procurement Management
CMO:018
09/25/01

PART B
LEE COUNTY CONSTRUCTION CONTRACT GENERAL CONDITIONS

ARTICLE 1. PRELIMINARY MATTERS

Titles, Article Headings, Section Headings, Indexes and Table of Contents are given for the sake of clarity, ease of reading and as a guide for ease of reference to specific topics within the General Conditions.

Administration

1.1 The Consultant is the initial interpreter of the Contract Documents but is not the Judge between the COUNTY and the CONTRACTOR. The COUNTY reserves the right to make final decisions considering the Consultant's recommendations or interpretations of the Contract Documents. The Consultant does not have authority to obligate or commit the COUNTY to fund additional expenditures or approve extensions of time over the approved Contract time or price. However, the CONSULTANT'S interpretation as to the intent of his design shall be final and not subject to interpretation by the COUNTY'S staff.

Copies of Documents

1.2 The COUNTY shall furnish to the CONTRACTOR the number of copies specified in the Supplementary Conditions of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

Before Starting Construction

1.3 Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.4 Within ten (10) calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review:

1.4.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

1.4.1.1 Long lead item shall be identified and scheduled accordingly.

1.4.2 a preliminary schedule of Shop Drawing submission; and

ARTICLE 1. PRELIMINARY MATTERS (Continued)
Before Starting Construction (Continued)

1.4.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on form No. CMO:013. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.

1.4.4 a plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.

1.4.5 for informational purposes, a proposed listing of subcontractors to be used for the project,

Pre-Construction Conference

1.5 Within fifteen (15) calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to discuss the items referred to in paragraph 1.4, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.

Finalizing Schedules

1.6 At least ten (10) calendar days before submission of the first Application for payment, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to finalize the schedules submitted in accordance with paragraph 1.4. The finalized progress schedule will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the OWNER'S REPRESENTATIVE or the COUNTY responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the OWNER'S REPRESENTATIVE as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as to form and substance.

ARTICLE 2. DEFINITIONS

The following definition of terms associated with this Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application and interpretation of such terms pertaining to this Contract.

ADDENDUM means any additional Contract provisions in writing signed and sealed by the CONSULTANT, if applicable, issued by the COUNTY prior to the receipt of Bid which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.

AGREEMENT means the written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

BIDDER is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.

ARTICLE 2. DEFINITIONS (Continued)

BID is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

BID BOND is a security in the form and amount required by the COUNTY pledging that the BIDDER will enter into a Contract with the COUNTY on the terms stated in his Bid.

BIDDING DOCUMENTS are the Request for Bids, the Notice to Bidders, the Instructions to Bidders, sample forms, the Bid Proposal Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDERS are written order to the CONTRACTOR signed by the COUNTY, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a Change Order. A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

COMPLETION (FINAL) means acceptance of the Project by the COUNTY as evidenced by its signature upon a final payment Certification form CMO:016 and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the COUNTY has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

COMPLETION (SUBSTANTIAL) shall mean an acceptance of the Work by the COUNTY when construction is sufficiently complete in accordance with the Contract Documents so the COUNTY can occupy or utilize the Work or designated portion thereof for the use applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

CONSTRUCTION is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term applies but is not limited to the repair, replacement modification or construction of roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

CONSULTANT is the person lawfully licensed to practice Architecture or Engineering and registered in the State of Florida, or an entity lawfully practicing Architecture or Engineering, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term CONSULTANT means the Architect or Engineer or his authorized representative. The CONSULTANT is specified by name in Part B, paragraph 4 of this Contract Document.

CONTRACT DOCUMENTS consist of the Construction Contract, Conditions of the Contract, the Plans, the Project Manual, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Purchase Order issued by the COUNTY.

A Modification is:

- (1) A written Amendment to the Contract.
- (2) A Change Order.
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative.
- (4) A Field Change Order.
- (5) A Field Directive Change.

ARTICLE 2. DEFINITIONS (Continued)

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, or corporation with whom the COUNTY has contracted and who has the primary responsibility for performance of the work.

COUNTY means the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors and assigns. Also hereinafter referred to as OWNER.

DAYS - The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty four (24) hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which when modifying the word "Work" refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER'S REPRESENTATIVE recommendation of final payment (unless responsibility for the protection thereof has been assumed by the COUNTY at Substantial Completion in accordance with paragraph 14.5 or 14.6).

EFFECTIVE DATE OF THE AGREEMENT means the date on which the agreement is signed and delivered by the latter of the two parties.

FIELD CHANGE ORDER is a written change order requested by the OWNER'S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 5.2 or 5.3, or to emergencies under paragraph 7.20. A Field Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time as provided in Articles 11 and 12.

FINAL ACCEPTANCE means acceptance of the Work by the COUNTY upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS - Anything used in the process of, but not limited to, constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence or with his agency in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business stated in the Bid Proposal and deposited in a postpaid wrapper in any United States Mailbox.

ARTICLE 2. DEFINITIONS (Continued)

NOTICE TO PROCEED is a written instrument issued by the COUNTY to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF AWARD means the written Notice given by the COUNTY to the successful Bidder.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents as stated in Section 15.2 by the COUNTY to the CONTRACTOR or by the CONTRACTOR to the COUNTY notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the COUNTY for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project Manager will be considered the OWNER'S REPRESENTATIVE for the purpose of this Contract Document. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the Board of County Commissioners. The OWNER'S REPRESENTATIVE is specified by name in Part B, paragraph 4 of this Contract Document.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement of which this contract forms a part.

PROJECT MANAGER is an employee or the Department or the COUNTY which requested the Contract and is a designee authorized by or for that Department who is the representative of the Board of County Commissioners in matters concerning the contractor of this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a contract with a CONSULTANT. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners. The Project Manager is specified by name in Part B, paragraph 4 of this Contract Document.

The PROJECT MANAGER, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR of any and all changes approved by the COUNTY in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following COUNTY approval, the Project Manager shall coordinate assurance of any such documents. The PROJECT MANAGER or his designee shall be responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract, or any AMENDMENT(S), or CHANGE ORDER(S) issued thereunder.

PROJECT MANUAL means the General Conditions, Supplementary General Conditions, Specifications, and the Bidding Documents.

PUBLIC WORKS DIRECTOR means the person employed by the Board to serve and act on the COUNTY'S behalf as the DIRECTOR of the COUNTY'S Public Works Office. The PUBLIC WORKS DIRECTOR (or designee), within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative shall issue written Addenda and notify all interested Bidders.

ARTICLE 2. DEFINITIONS (Continued)

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

SUBCONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Subcontractor does not include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Subcontractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Subcontractor means a Subcontractor or it's authorized representative.

SUB-Subcontractor is a person, firm, partnership, corporation, or entity who has a direct or indirect Contract with a Subcontractor to perform any of the Work at the site. The term Sub-Subcontractor means a Sub-Subcontractor or it's authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable, and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

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

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 3. - STARTING THE WORK

3.1 Written Notice to Proceed is contingent upon and will be done subsequent to the CONTRACTOR fully satisfying the COUNTY'S stated insurance and Bond submittal requirements. Until the CONTRACTOR receives the COUNTY'S written Notice to Proceed, the CONTRACTOR is advised that the COUNTY will not be liable for any expenses which the CONTRACTOR may incur relative to this Contract before the written Notice to Proceed is issued.

3.2 The Contract time shall commence to run from the date specified in the "Notice to Proceed".

3.3 The CONTRACTOR is required, before commencing the Work, to deliver to the COUNTY the Public Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it and post in conspicuous place at the project site.

3.4 The COUNTY will forward to the CONTRACTOR a Notice of Commencement along with a copy of the recorded Public Payment and Performance Bond with instructions to post in a conspicuous spot on the project site.

0925/01

ARTICLE 4. - INTERPRETATION INTENT, AMENDING AND REUSE OF CONTRACT DOCUMENTS.

4.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

4.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.

4.3 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.

4.4 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

4.5 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Document is as follows:

1. Change Order
2. Standard Form of Agreement
3. Addenda
4. Supplementary Conditions
5. General Conditions
6. Specifications
7. Drawings
8. Figure Dimensions
9. Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

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

- 4.6.1 a formal Written Amendment,
- 4.6.2 a Change Order (pursuant to Article 10).
- 4.6.3 a Field Directive Change (pursuant to Article 10).

As indicated in paragraphs 11.2 and 12.1, the Contract Price and the Contract Time may only be changed by a Change Order or Written Amendment.

4.7 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

- 4.7.1 a field Change Order (pursuant to paragraph 9.3),
- 4.7.2 The OWNER'S REPRESENTATIVE approval of a Shop Drawing or sample (pursuant to paragraphs 7.23 and 7.30), or
- 4.7.3 The OWNER'S REPRESENTATIVE written interpretation or clarification (pursuant to paragraph 9.2).

ARTICLE 4. - INTERPRETATION INTENT, AMENDING AND REUSE OF CONTRACT DOCUMENTS
(Continued)

REUSE OF DOCUMENTS:

4.8 Neither the CONTRACTOR nor any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the COUNTY shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the COUNTY or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

ARTICLE 5. - AVAILABILITY OF LANDS: PHYSICAL CONDITION: REFERENCE POINTS

Availability of Lands

5.1 The COUNTY will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by the COUNTY unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the COUNTY'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Article 10. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests.

Physical Conditions

5.2 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. These reports are not part of the contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports but not upon the non-technical data, interpretations or opinions contained therein for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and in paragraph 5.7, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

5.3 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 5.9) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence and paragraph 5.7, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

ARTICLE 5. - AVAILABILITY OF LANDS: PHYSICAL CONDITION: REFERENCE POINTS

(Continued)

Physical Conditions (Continued)

5.4 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

5.5 Report of Differing Conditions: If the CONTRACTOR believes that

5.5.1 any technical data on which the CONTRACTOR is entitled to rely as provided in paragraph 5.2 and 5.3 is inaccurate, or

5.5.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

The CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 7.20) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

5.6 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the COUNTY in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.

5.7 Possible Document Change: If the OWNER'S REPRESENTATIVE and the COUNTY conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

5.8 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

Physical Conditions - Underground Facilities

5.9 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the COUNTY or the CONSULTANT by the owners of such Underground facilities or by Others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.9.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 7.17 and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

ARTICLE 5. - AVAILABILITY OF LANDS: PHYSICAL CONDITION: REFERENCE POINTS

(Continued)

Physical Conditions –Underground Facilities (Continued)

5.10 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 7.20) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the COUNTY'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 7.17. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

Reference Points

5.11 The COUNTY shall provide engineering surveys to establish reference points, as specified in the Supplementary Conditions, for construction which in the judgment of the COUNTY and the CONSULTANT are necessary to enable CONTRACTOR to proceed with the Work. The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the COUNTY. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 6. - BONDS AND INSURANCE

Public Payment and Performance Bond

6.1 The CONTRACTOR will execute the Public Payment and Performance Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the COUNTY. Prior to execution of the Contract Documents, the COUNTY may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Payment and Performance Bond be amended accordingly and a copy of the amendment forwarded to the PROCUREMENT MANAGEMENT.

6.2 If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five (5) calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the COUNTY.

ARTICLE 6. - BONDS AND INSURANCE (Continued)
Public Payment and Performance Bond (Continued)

6.2.1 If the CONTRACTOR cannot obtain another bond and surety within (5) calendar days the COUNTY will accept and the CONTRACTOR shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the bond and surety can be obtained.

Qualifications of Surety Companies

6.3 In order to be acceptable to the COUNTY, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

6.3.1 General

6.3.1.1 All Sureties for Lee County projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

6.3.1.2 Attorneys-in-Fact who sign bid bonds or Public Payment and Performance Bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

6.3.1.3 Agents of surety companies must list their name, address, and telephone number on all bonds.

6.3.1.4 The life of all bonds provided to Lee County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the COUNTY.

6.3.1.4.1 the amount of the bond shall automatically be reduced from 100% of the contract price to 100% upon final completion and acceptance by the COUNTY.

6.3.2 To be acceptable to the OWNER AS Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

6.3.2.1 Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

6.3.2.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.

6.3.3 Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best shall comply with the following provisions:

6.3.3.1 The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

6.3.3.2 Surety must have fulfilled all of its obligations on all other bonds previously given to the COUNTY.

6.3.3.3 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

ARTICLE 6. - BONDS AND INSURANCE (Continued)
Public Payment and Performance Bond (Continued)

Letter of Credit

6.4 At any time during the life of the letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five (5) calendar days after notification by the COUNTY:

6.4.1 replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or

6.4.2 have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.

6.5 At the COUNTY'S option, the letter of credit may be replaced by a Public Payment and Performance Bond in accordance with the COUNTY'S existing bond policies.

6.6 Failure to comply with this provision may result in any or all of the following actions by the COUNTY:

6.6.1 suspension of the CONTRACTOR'S right to pull building permits and schedule inspections;

6.6.2 a stop work order; and/or

6.6.3 revocation of the Land Development Permit.

Financial Institutions/Letters of Credit

6.7 In order to be acceptable to the COUNTY, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

6.7.1 General

6.7.1.1 The face of the letter of credit must be in a format utilizing Lee County Standard Form CMO:008 and indicate the following:

6.7.1.1.1 the letter of credit is "clean" and "irrevocable";

6.7.1.1.2 an exact expiration date. The life of all letters of credit provided to Lee County shall extend twelve (12) months beyond the date of final payment;

6.7.1.1.3 statement of the purpose or project for which the letter of credit is issued;

6.7.1.1.4 a specific amount of the letter of credit, in U.S. dollars;

6.7.1.1.5 the method of disbursement of draws against the letter of credit;

6.7.1.1.6 the street address where draws against the letter of credit may be made; and

6.7.1.1.7 venue in Lee County.

ARTICLE 6. - BONDS AND INSURANCE (Continued)
Financial Institutions/Letters of Credit (Continued)

6.7.1.2 Verification of the status or certification of any financial institution may be made with:

Department of Insurance and Treasurer
Bureau of Collateral Securities
200 East Gaines Street
Tallahassee, FL 32377-0345
Phone (850) 922-3167

or

Procurement Management
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901
Phone (239) 533-5450

or

Lee County Risk Management
2115 Second Street
Fort Myers, FL 33901
Phone (239) 533-2221

6.7.2 At the time of issuance of the letter of credit, the financial institution must have a minimum "peer group" rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

6.7.3 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in 20.2.1.3 above must be confirmed by a financial institution with either of the minimum ratings indicated in 20.2.1.3 above.

6.7.4 All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by COUNTY staff, and agree to venue in Lee County.

6.7.5 In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provisions of paragraph 20.2.1.1 above and all subsequent sub-paragraphs, with the exception of 20.1.1.1.7.

6.8 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the COUNTY. The CONTRACTOR agreement shall so provide for replacement or confirmation in accordance with this policy.

Contractor's Liability Insurance

6.9 The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom any or all of which may arise out of or result from the CONTRACTOR'S operations under

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ARTICLE 6. - BONDS AND INSURANCE (Continued)
Contractor's Liability Insurance (Continued)

the Contract Documents, whether such operations be by himself or any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the COUNTY signing the Contract, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in Paragraph 6.14.

Insurance Requirements

6.10 Before final execution of the Agreement and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and the limits specified below.

6.11 All CONTRACTOR'S Certificates of Insurance must be approved by the Lee County Risk Manager (or designee) before the final execution of the agreement by the COUNTY.

6.12 An Insurance Certificate (provided in Part E) shall be required from the successful BIDDER. Such form must be properly executed and submitted by an authorized representative of the insurance company and successful BIDDER within seven (7) calendar days after notification by Lee County of the Board of County Commissioners' approval to award the contract. Such certificate of insurance must have a 30 days notice of cancellation, state that the coverage is primary, and shall be in the types and amounts stated in the Contract Documents. Certificate should include producers phone number and reference the name of the project.

Certificate of Insurance

6.13 Lee County Board of County Commissioners, its officers and employees is to be specifically included as an Additional Insured on the Commercial General Liability coverage.

6.14 In the event the insurance coverage expires prior to the completion of the project, a written renewal certificate shall be issued thirty (30) calendar days prior to said expiration date. The policy shall provide a thirty (30) calendar day written notification clause in the event cancellation or modification to the policy.

6.15 It shall be the responsibility of the CONTRACTOR to ensure that all Subcontractors comply with the insurance requirements specified below.

6.16 The Certificate of Insurance must contain the following limits:

6.16.1 WORKER'S COMPENSATION

Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$500,000.00 each accident and shall include a waiver of subrogation from the carrier.

6.16.2 COMMERCIAL GENERAL LIABILITY

Shall have minimum limits of \$1,000,000.00 Per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property damage, XCU Coverage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. Lee County Board of County Commissioners, its officers and employees shall be included as an Additional Insured.

ARTICLE 6. - BONDS AND INSURANCE (Continued)
Certificate of Insurance (Continued)

6.16.3 BUSINESS AUTOMOBILE POLICY

Shall have minimum limits of \$1,000,000.00 Per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage liability. This shall include Owned Vehicles, and Employees Non-Ownership and be based on occurrence basis.

6.16.4 ALL RISK BUILDERS RISK OR INSTALLATION FLOATER (If Applicable)

All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), buildings(s), or structure(s). Any deductible is the responsibility of the CONTRACTOR. The COUNTY shall be named as an additional insured only with respect to losses in connection with this contract.

6.16.5 SUBCONTRACTORS

It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors carry Automobile Liability, General Liability and Workers' Compensation in compliance with statutory limits.

6.17 The CONTRACTOR agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CONTRACTOR, it's agents, employees, subcontractors, etc.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

7.1 The CONTRACTOR will supervise and direct the Work efficiently. He will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

7.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

Labor Material and Equipment

7.3 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

7.4 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified.

7.5 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)
Labor Material and Equipment (Continued)

7.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

7.7 In instances where the act is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form (Part D) being by this reference considered a certification of such fact.

Adjusting the Progress Schedule

7.8 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for acceptance of adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto. The COUNTY reserves the right to reject the progress schedule from the CONTRACTOR which in its judgment does not appear to devote sufficient resources of manpower to enable the timely completion of the project. If the COUNTY requests the progress schedule to be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the COUNTY.

Substitute Materials or Equipment

7.9 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty (30) calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the COUNTY who shall be the judge of quality. Whether or not the COUNTY accepts a proposed substitute, the CONTRACTOR shall reimburse the COUNTY for any charges or cost for evaluating any proposed substitute.

Concerning Subcontractors

7.10 The CONTRACTOR will be fully responsible for all acts and omissions of his SUBCONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and the COUNTY. The COUNTY may, upon request, furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

7.10.1 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or delineating the Work to be performed by any specific trade.

7.10.2 The CONTRACTOR agrees to bind specifically every SUBCONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the COUNTY.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)
Concerning Subcontractors (Continued)

7.10.3 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the COUNTY as trustee.

Patent Fees and Royalties

7.11 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under this contract, shall be paid by the CONTRACTOR. The CONTRACTOR and his sureties, together with his officers, agents, and employees, shall protect and hold the COUNTY harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if requested by the COUNTY, furnish acceptable proof of a proper release from all such fees or claims.

7.11.1 Should the CONTRACTOR, his agent, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the COUNTY, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the COUNTY elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the COUNTY, his officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

Permits

7.12 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of his bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the COUNTY.

7.12.1 Pursuant to the requirements of F.S. 218.80, the following County permits and fees are required to be obtained and paid for by the contractor.

<u>Permit or Fee</u>	<u>Dollar Amount/Percentage Method/ Unit Method of Computation</u>
DOT ROW Permit	\$250.00
FDEP NPDES	\$400.00
SFWM Dewatering Permit	Range \$500.00 to \$2,800.00

This is a disclosure of permits and fees required by Lee County for this project and does not relieve the contractor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)

Laws and Regulations

7.13 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, he will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, he will bear all cost arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Licenses

7.14 The CONTRACTOR must be properly licensed, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

Use of Premises

7.15 The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

Record Drawings

7.16 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one (1) complete set of all recorded changes made during Construction entitled "Record Drawings", and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

Safety and Protection

7.17 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.17.1 All employees on the Project and other persons who may be affected thereby;

7.17.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

7.17.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)
Safety and Protection (Continued)

7.18 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in 7.17.2 and 7.17.3 caused directly or indirectly, in whole or in part by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the COUNTY, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

7.19 The CONTRACTOR will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

Emergencies

7.20 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the COUNTY and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

Shop Drawings and Samples

7.21 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.

7.22 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

7.22.1 At the time of each submission, the CONTRACTOR will in writing call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)
Shop Drawings and Samples (Continued)

7.23 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the COUNTY for the review of a shop drawing in excess of two (2) reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

7.24 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the COUNTY of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.

7.25 The OWNER'S REPRESENTATIVE approval of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE attention to such deviation at the time of submission and the COUNTY and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Indemnification

7.26 The CONTRACTOR shall indemnify, save harmless and defend the COUNTY and all of it's officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CONTRACTOR, his agent, consultants, employees, subcontractors etc., in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume any related cost.

7.27 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages he causes to any property of the COUNTY. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)

Cleaning Up

7.28 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the COUNTY. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.28.1 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the COUNTY may do so and the cost thereof shall be deducted from the final retainage due the CONTRACTOR.

Continuing the Work

7.29 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the COUNTY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 13.7 (The COUNTY May Stop Work) or as the CONTRACTOR and the COUNTY may otherwise agree in writing.

Anti-Discrimination

7.30 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:

7.30.1 In the furnishing of services to the COUNTY hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

7.30.2 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The CONTRACTOR will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.

7.30.3 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

7.30.4 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY to be pertinent to ascertain compliance. The CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the COUNTY its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this CONTRACT.

7.30.5 In the event of breach of any of the above anti-discrimination covenants, the COUNTY shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the CONTRACTOR or canceling, terminating or suspending this CONTRACT, in whole or in part.

ARTICLE 7. - CONTRACTOR'S RESPONSIBILITIES (Continued)

Anti-Discrimination (Continued)

Additionally, the CONTRACTOR may be declared ineligible for further COUNTY contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

7.30.6 The CONTRACTOR will send to each labor union, or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

7.30.7 The CONTRACTOR will include the provisions of paragraphs 7.30.1 through 7.30.6 in every sub-contract under this contract to insure its provisions will be binding upon each Subcontractor. The CONTRACTOR will take such action with respect to any Subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

ARTICLE 8. - WORK BY OTHERS

8.1 The COUNTY may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

8.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the COUNTY, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the Work.

8.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the COUNTY), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.

8.4 The CONTRACTOR will do all cutting, fitting and patching of his Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.

8.5 If the performance of additional Work by other Contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.

ARTICLE 9. - OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION
County's Representatives

9.1 The COUNTY shall issue all communications to the CONTRACTOR through the OWNER'S REPRESENTATIVE.

Clarifications and Interpretations

9.2 The OWNER'S REPRESENTATIVE will issue with reasonable promptness, through the COUNTY, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the COUNTY may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work

9.3 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the COUNTY minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order on form CMO:010 and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

ARTICLE 10. - CHANGES IN WORK

10.1 Without invalidating the Agreement, the COUNTY may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order on form CMO:011 or Field Directive Change on form CMO:012, the CONTRACTOR will proceed with the Work involved.

10.1.1 All such Work shall be executed under the applicable conditions of the Contract Documents.

10.1.2 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12.

10.2 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency as provided in Article 7.20.

10.3 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten (10) calendar days of the initiation of the change.

ARTICLE 11. - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order on form CMO:011. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless COUNTY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with paragraph 11.2. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the COUNTY. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

11.3.3 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

11.3.4 If none of the above methods is agreed upon, the value shall be determined by the COUNTY on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.

In such cases the CONTRACTOR will submit in the form prescribed by the COUNTY an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the COUNTY. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

Cash Allowances

11.4 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUBCONTRACTORS and for such sums within the limit of the allowances as the COUNTY may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.

Unit Price Work

11.5 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

11.6 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR'S overhead and profit for each separately identified item.

11.7 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:

11.7.1 if the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

11.7.2 if there is no corresponding adjustment with respect to any other item of Work; and

11.7.3 if the CONTRACTOR believes that it has incurred additional expense as a result thereof; or

11.7.4 if the COUNTY believes that the quantity variation entitles it to an adjustment in the unit price, either the COUNTY or the CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 12. - CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order on form CMO:011. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The COUNTY shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the COUNTY. The COUNTY shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, SUBCONTRACTORS, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.

ARTICLE 12. - CHANGE OF CONTRACT TIME (Continued)

12.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the COUNTY, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.

12.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the COUNTY in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Subcontractors regardless of the reasons.

12.5 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court cost) for delay by either party.

ARTICLE 13. - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

13.1 The CONTRACTOR warrants and guarantees to the COUNTY that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the COUNTY.

Test and Inspections

13.2 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE timely notice of readiness therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

13.3 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

ARTICLE 13. - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

(Continued)

Close Out Procedure

13.4 General Operating/Maintenance Instructions & Manuals

13.4.1 The CONTRACTOR shall organize maintenance operating manual information into four (4) suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

13.4.2 Arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

Access to the Work

13.5 The COUNTY and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

Uncovering the Work

13.6 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefor as provided in Article 11 and 12.

County May Stop the Work

13.7 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment: the COUNTY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated: however, this right of the COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of the CONTRACTOR or any other party.

ARTICLE 13. - WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK
(Continued)

Correction or Removal of Defective Work

13.8 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the COUNTY and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten (10) calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

One (1) Year Correction Period

13.9 If, after the approval of the final payment and prior to the expiration of one (1) year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the COUNTY, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven (7) calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the COUNTY may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR.

Acceptance of Defective Work

13.10 If, instead of requiring correction or removal and replacement of defective Work, the COUNTY prefers to accept it, the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to the COUNTY.

Neglected Work By Contractor

13.11 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the COUNTY may, after three (3) calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

ARTICLE 14. - PAYMENT AND COMPLETION

Schedule of Values

14.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR will submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the COUNTY and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment form No. CMO:013 prescribed by the COUNTY. Unit Price Contracts shall have the bid proposal prices incorporated into the Estimate and Requisition for Payment.

Application for Progress Payment

14.2 Not more often than once a month, nor less often than specified in the approved payment schedule 1.4.3, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form No. CMO:013 filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the COUNTY'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the COUNTY of the Work.

Contractor's Warranty of Title

14.3 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the COUNTY prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

Approval of Payments

14.4 The OWNER'S REPRESENTATIVE will, within ten (10) calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to the COUNTY or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. The COUNTY will, within five (5) calendar days after receipt of each approved application for payment, either indicate their approval of payment and within fifteen (15) calendar days pay the CONTRACTOR the amount approved or return the application to the CONTRACTOR thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

ARTICLE 14. - PAYMENT AND COMPLETION (Continued)

Approval of Payments (Continued)

14.4.1 The OWNER'S REPRESENTATIVE'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.

14.4.2 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth in this Article 14 have been fulfilled.

14.4.3 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if in his opinion, he is unable to make such representations to the COUNTY. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:

14.4.3.1 The Work is defective;

14.4.3.2 A portion of such payment is the subject of a dispute or claim that has been filed.

14.4.3.3 The Contract Price has been reduced because of Modifications;

14.4.3.4 The COUNTY has been required to correct defective Work or complete the Work in accordance with Article 13, or

14.4.3.5 Of unsatisfactory prosecution of the Work, including failure to clean up as required by Article 7.

Substantial Completion

14.5 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the COUNTY does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the COUNTY considers the Project substantially complete, a Certificate of Substantial Completion (Form No. CMO:014) will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the COUNTY and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time. The COUNTY shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the COUNTY will allow the CONTRACTOR reasonable access to complete items on the punch list.

ARTICLE 14. - PAYMENT AND COMPLETION (Continued)

Partial Utilization

14.6 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the COUNTY believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the COUNTY considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the COUNTY and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The COUNTY shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the COUNTY will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

Final Inspection

14.7 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

Final Inspection for Payment

14.8 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUBCONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

Approval of Final Payment

14.9 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within ten (10) calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the COUNTY. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The COUNTY will, within fifteen (15) calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen (15) calendar days pay the CONTRACTOR the amount approved by the COUNTY and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

ARTICLE 14. - PAYMENT AND COMPLETION (Continued)
Approval of Final Payment (Continued)

14.10 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the COUNTY shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Article 6, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.11 If liquidated damages are to be deducted from the final payment, the COUNTY shall so notify the CONTRACTOR in writing at least seven (7) calendar days prior to the COUNTY'S submittal to Finance.

14.12 The Contractor will be required to submit with his final payment documents a DBE Participation Certification, Form No. CMO:017 indicating all DBE sub-contractor(s) and amount(s) utilized for the project.

If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, Schedule D, a letter of justification, as to why shall be submitted along with the DBE Participation Certification.

14.13 At the final completion of the construction project if the county project manager experienced problems with the CONTRACTOR the project manager will prepare a Contractor Performance Evaluation, Form No. CMO:018 and forward to the Contractor for review, comment and signature.

14.14 Upon receipt of the Contractor Performance Evaluation the CONTRACTOR will have seven (7) calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CONTRACTOR within the seven (7) calendar days, the COUNTY will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with Lee County Procurement Management.

Contractor's Continuing Obligation

14.15 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the COUNTY, the issuance of the Certificates of Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY, any act of acceptance by the COUNTY, any failure to do so, nor any correction of defective Work by the COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents.

Waiver of Claims

14.16 The making and acceptance of final payment shall constitute:

14.16.1 A waiver of all claims by the COUNTY against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,

14.16.2 A waiver of all claims by the CONTRACTOR against the COUNTY other than those

previously made in writing and still unsettled.

ARTICLE 15. - SUSPENSION OF WORK AND TERMINATION

County May Suspend Work

15.1 The COUNTY may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety (90) calendar days by notice in writing to the CONTRACTOR. The COUNTY shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any COUNTY suspension and if he makes a claim thereof as provided in Articles 11 and 12.

County May Terminate

15.2 If the CONTRACTOR is adjudged bankrupt or insolvent, if he makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment, if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if he otherwise substantially violates any provisions of the Contract Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven (7) calendar days written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the COUNTY may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the COUNTY to do so, shall promptly remove any part of his equipment and supplies from the property of the COUNTY; failing, the COUNTY shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

15.2.1 In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the COUNTY. Such cost incurred by the COUNTY will be determined by the COUNTY and incorporated in a Change Order.

15.2.2 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue.

15.2.3 If so terminated, any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.

15.2.4 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of Article 15.2 or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 15.3.

15.3 Upon seven (7) calendar days written notice to the CONTRACTOR, the COUNTY may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

ARTICLE 15. - SUSPENSION OF WORK AND TERMINATION (Continued)

Contractor May Stop Work or Terminate The Contract

15.4 If through no fault of the CONTRACTOR, or a Subcontractor, Sub-Sub-Contractor or their agents or employees or any other persons performing portions of the Work under Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) calendar days by the COUNTY or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification as provided in 14.4 or because the COUNTY has not made payment on a certificate for payment within the time stated in the Contract Documents, then the CONTRACTOR may, upon seven (7) calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the COUNTY payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

15.5 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven (7) calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation under paragraph 7.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the COUNTY.

ARTICLE 16. - MISCELLANEOUS

General

16.1 All Specifications, Drawings and copies thereof furnished by the COUNTY, to the CONTRACTOR, shall remain the COUNTY'S property. They shall not be used on another Project.

16.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the COUNTY thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

16.3 Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts he is legally liable, claim should be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage.

16.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the municipality in which the project is being done.

Computation of Time

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

ARTICLE 17. - MAINTENANCE OF RECORDS

17.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this Contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the COUNTY deems necessary during the period of this Contract and during the period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

ARTICLE 18. - FEDERAL REQUIREMENTS

18.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

PART C

SUPPLEMENTARY GENERAL CONDITIONS

These Supplementary General Conditions amend or supplement the LEE COUNTY CONSTRUCTION CONTRACT GENERAL CONDITIONS (PART F) as indicated herein. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES

SGC 7.4 Add Articles 7.4.1 through 7.4.4 to read as follows:

- 7.4.1 The Contractor shall provide temporary power for the Contractor's construction operations, as necessary.
- 7.4.1.1 All work conducted at night or under conditions of insufficient daylight shall be suitably lighted to insure proper work and to afford adequate facilities for inspection and safe working conditions. Temporary lighting shall be provided by the Contractor.
- 7.4.1.2 All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.
- 7.4.2 The Contractor shall provide water for the Contractor's construction operations.
- 7.4.2.1 The Contractor may install a temporary water service connection to an existing potable waterline within the area. The Contractor shall be responsible for installing a registered meter and monitoring flow. Consumption will be charged at the current rate by the water service provider.
- 7.4.3 Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- 7.4.3.1 The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. The Contractor shall rigorously prohibit the committing of nuisances on the site of the work, on County land, or an adjacent property.
- 7.4.4 The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Owner's Representative and in accordance with all laws and regulations pertaining thereto.

SGC 7.6 Add Articles 7.6.1 and 7.6.2.1 to read as follows:

7.6.1 Original warranties, called for in the Contract Documents, shall be submitted to the County through the Owner's Representative. When warranties are required, they shall be submitted prior to request for payment.

7.6.2 The Contractor shall guarantee that all materials, equipment, structures and work performed are free from defects in workmanship, design or materials for a period of one year after installation and acceptance. If any part of the work shall fail within this period, it shall be replaced and the unit restored to operation at no cost to the Owner.

7.6.3 When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.

SGC 7.7 Add Articles 7.7.1 and 7.7.2 to read as follows:

7.7.1 References to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations Code of Federal Regulations (OSHA), including all changes and amendments thereto.

7.7.2 References to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

SGC 7.16 Add Articles 7.16.1 through 7.16.4 to read as follows:

7.16.1 The Contractor shall employ a Florida Registered Professional Land Surveyor, for the completion of Record Drawings.

7.16.2 As-Built or Record Drawing data, with respect to the relocation and depth of the constructed utility lines or facilities, shall be taken and recorded on a set of plans, while the construction work is in progress.

7.16.3 During the entire construction operation, the Contractor shall maintain As-Built records showing the work performed and any deviations from the Drawings and Specifications and shall prepare therefrom a complete set of Record Drawings showing correctly and accurately all surface and subsurface structures, lines, valves, fittings, hydrants, services, meter boxes, concrete pads, edge of pavement, and other pertinent items. Actual elevations and distances of surface and subsurface structures from centerline or other appropriate reference shall be included to reflect the work as it was actually constructed. These drawings shall conform to recognized standards of drafting and shall be neat and legible.

7.16.4 Complete as-built record drawings shall be submitted to the Engineer for review no later than 30 working days after installation of the utility or appurtenances. Final contract payment will not be made to the Contractor until Record Drawings, signed and sealed by a Florida Registered P.L.S., have been submitted to the Department of Lee County Utilities representative and accepted. The basis of payment shall be included in the cost of all Pay Items.

SGC 7.17.3 Add Articles 7.17.3.1 through 7.17.3.3 to read as follows:

- 7.17.3.1 All paved areas cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents. All temporary and permanent pavement shall conform to the requirements of the County. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- 7.17.3.2 Wherever required by the County, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by the County before proceeding with the final restoration of improvements.
- 7.17.3.3 In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

SGC 7.20 Add Articles 7.20.1 through 7.20.3 to read as follows:

- 7.20.1 During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactorily in all respects. When required, protection shall be provided by use of tarpaulins, shelters, or other acceptable means.
- 7.20.2 The Owner's Representative may suspend construction operations at any time when, in the judgement of the Owner's Representative, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather conditions may be, in any season.
- 7.20.3 The Contractor shall take all precautions necessary to protect the work during hurricane and storm watches and warnings.

SGC 7.21 Add Articles 7.21.1 through 7.21.6 to read as follows:

7.21.1 The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to work due to the absence of such drawings. The Owner's Representative will review submitted shop drawings and return to the Contractor (regular mail, posted) no later than 21 days after receipt.

7.21.2 The Contractor's responsibility for errors and omissions in submittals is not relieved by the Owner's Representative review of submittals. Also, the Owner's Representative review of submittals shall not be construed as a complete check and shall not relieve the Contractor from responsibility for complete compliance with the Contract requirements. No corrections, changes, or deviations indicated on submittals reviewed by the Owner shall be considered as a change order.

7.21.3 Time delays caused by rejection of submittals are not cause for extra charges to the County or time extensions.

7.21.4 All shop drawings shall be submitted to the Owner's Representative through the Contractor, including those from any subcontractors. All drawings shall be clearly marked with the name of the project, owner, Contractor, project number, and to which the drawing applies. Drawings shall be suitably numbered and stamped by the Contractor. Each shipment of drawings shall be accompanied by a Letter of Transmittal giving a list of the drawing numbers and the names mentioned above.

7.21.5 Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

7.21.6 The Contractor shall notify the Owner's Representative, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents. The Contractor's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the Owner's Representative review of submittals, unless the Owner gives written acceptance of specific deviations.

ARTICLE 13. WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

SGC 13.1 Add Article 13.1.1 and 13.1.2 to read as follows:

13.1.1 Original warranties, called for in the Contract Documents, shall be submitted to the County through the Owner's Representative. When warranties are required, they shall be submitted prior to request for payment.

13.1.2 When advance copies of warranties are requested, they shall be submitted with, and considered as shop drawings.

ARTICLE 14. PAYMENT AND COMPLETION

SGC 14.1 Add Articles 14.1.1 through 14.1.4 to read as follows:

- 14.1.1 The bid items in the Bid Schedule are defined in the technical specifications and construction drawings. Payment will be made based on the specified items included in the description for each bid item. The Contractor shall receive and accept the compensation provided in the Proposal and the Contract as full payment for furnishing and mobilization/demobilization of all materials, labor, tools, and equipment for performing all operations necessary to complete the work under the Contract; and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the Engineer, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner.
- 14.1.2 The prices stated in the Proposal shall include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the plans and specified herein. Should the Contractor feel that the cost for any item of work has not been established by the Bid Schedule or Basis of Payment, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.
- 14.1.3 The Owner reserves the right to alter the project, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including addition, deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate the provisions thereof. When changes result in changes in quantities of work to be performed, the Contractor will accept payment according to Contract Unit Prices.
- 14.1.4 Payment shall fully reimburse the Contractor for cooperating with and meeting all the requirements of the State of Florida Trench Safety Act (90-96, Laws of Florida).

END SECTION