

## SOLICITATION - OFFER - AWARD

SOLICITATION NO: <b>22-C00056/DK</b>	SOLICITATION TITLE: <b>HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT</b>	DATE ISSUED: <b>MARCH 16, 2022</b>	CONTRACT NO: <b>22-C00056/DK</b>
ISSUED BY: <b>BOARD OF COUNTY COMMISSIONERS                  HERNANDO COUNTY, FLORIDA                  Steve Champion, Chairman                  John Allocco, Vice Chairman                  Elizabeth Narverud, Second Vice Chairman                  Wayne Dukes                  Jeff Holcomb</b>		SUBMIT BID OFFER TO: <b>HERNANDO COUNTY                  PURCHASING AND CONTRACTS                  15470 FLIGHT PATH DRIVE.                  BROOKSVILLE, FL 34604                  Toni Brady                  Chief Procurement Officer</b>	

### SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 15470 FLIGHT PATH DRIVE., BROOKSVILLE, FLORIDA 34604, **UNTIL 3:00 P.M., LOCAL TIME ON MAY 4, 2022.** NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT **3:00 P.M. ON MAY 4, 2022.** PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida. (SEE ATTACHED SPECIFICATIONS)	X	XXXXX	XXXXXXXXXX	\$ <u>154,642<sup>00</sup></u>

### OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

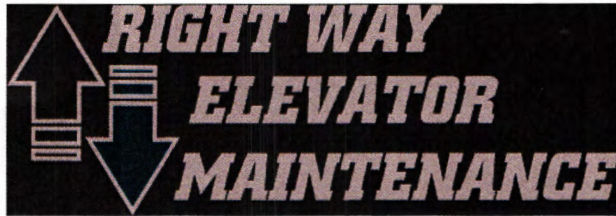
DISCOUNT FOR PROMPT PAYMENT: \_\_\_\_\_ % 10 CALENDAR DAYS    \_\_\_\_\_ % 20 CALENDAR DAYS    \_\_\_\_\_ % \_\_\_\_\_ CALENDAR DAYS

BIDDER'S INFORMATION <b>Right Way Elevator</b> Company Name <b>9790 16TH ST N</b> Address <b>St Petersburg FL 33716</b> City State Zip Code <b>727 686-6955</b> <b>Idante.orchestration.com</b> Phone Number    Fax Number    Email Address	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER: BIDDER'S SIGNATURE 	OFFER DATE <b>5-4-22</b>
---	--	-----------------------------

### AWARD

(TO BE COMPLETED BY COUNTY)

REVIEWED FOR LEGAL SUFFICIENCY: 2/24/22	LR NO.: 2022-104	BY: Kyle Benda
ACCEPTED AS TO ITEM(S) NO:	AMOUNT:	ACCOUNTING CODE:
SUBMIT INVOICES TO: <b>Hernando County                  FACILITIES MAINTENANCE                  1525 EAST JEFFERSON STREET                  BROOKSVILLE, FL 34601</b>	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY: SIGNATURE:	
		AWARD DATE: <b>7-12-22</b>



**Have Your Elevator Maintained The Right Way!**

**Phone (727)-686-6955 Fax (727)-827-2232**

**9790 16<sup>th</sup> Street N**

**St Petersburg, FL 33716**

## **HERNANDO COUNTY ELEVATOR MODERNIZATION CLARIFICATION PAGE**

**Clarification #1 Bond was not available to us at the time of scheduled due date. Can follow-up in a few days with the bonding letters.**

**Clarification #2 Payment Schedule as follows.**

**Draw #1 50% Due at contract approval or shortly after award**

**Draw #2 40% Due at Job Start**

**Draw #3 10% Due at project completion.**

**Clarification #3 Our price included in the final price is for the basic fire alarm system and basic Electrical system to accommodate the elevator installation. We will not be responsible for vendor work outside normal elevator vendor installation processes.**

**Clarification #4 Right Way Elevator shall not have any responsibility related to the final wiring or final setup for generator hookup to elevator.**

**Clarification #5 Project schedule, in lieu of any schedule as put forth in this agreement, our installation timeline will allow this installation to start in the first several months of 2023**

# PROJECT BID SPECIFICATIONS

INVITATION TO BID NO. 22-C00056/DK

HERNANDO COUNTY DETENTION CENTER ELEVATOR  
MODERNIZATION PROJECT



## TABLE OF CONTENTS

### Section I - Advertisement of Bid

### Section II - Solicitation Instructions

1. Definition of Terms
2. Availability of Bidding Documents
3. Preparation of Bid
4. Timetable
5. Mandatory Pre-Bid Conference
6. Bid Opening
7. Site Visit
8. Bidder's Responsibilities
9. Questions Regarding Specifications or Bidding Process
10. Communication
11. Withdrawal of Bid
12. Bid Protests
13. Qualification of Bidders
14. Qualification of Sub-Contractors, etc.
15. Examination of Bidding Documents
16. Bid Guarantee/Bid Bond - NA
17. Performance and Payment Bond - NA

### Section III - General Conditions

18. Contract Documents
19. Bid Price/Submittal Requirements
20. Hours
21. Rejection of Bid
22. Minor Informalities and Irregularities
23. Non-Exclusive Contract
24. Non-Performance
25. Assignment
26. Public Entity Crimes
27. Licenses and Permits
28. Laws, Regulations, Permits and Taxes
29. Site and Other Areas
30. Taxes
31. Manufacturers' Name and Approved Equivalents
32. Bid Evaluation and Award
33. Local Preference
34. Qualifications of Surety Companies
35. Litigation
36. Maintenance of Records
37. Fiscal Non-Funding
38. Conflict of Interest
39. Gratuities and Kickbacks
40. E-Verify
41. Insurance Requirements
42. Execution of Written Contract
43. Cone of Silence

### Section IV - Special Conditions

44. Time of Completion
45. Starting the Work
46. Liquidated Damages
47. Interpretation and Intent of the Contract Documents
48. Compliance with OSHA
49. Owner's Responsibilities After Award
50. Owner Designated Representative's Status During Construction
51. Contractor's Responsibilities
52. Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points
53. Pre-Construction Conference
54. Initial Acceptance of Schedules
55. Changes in the Work; Claims
56. Cost of the Work; Allowances; Unit Price Work

57. Change of Contract Price; Change of Contract Times
58. Tests & Inspections; Correction, Removal/Acceptance of Defective Work
59. Payments to Contractor and Completion
60. Termination and Suspension of Work
61. Dispute Resolution
62. Miscellaneous
63. Other Work At The Site
64. Material Safety Data Sheets
65. Trench Safety Act
66. Scrutinized Companies

### Section V - Supplementary Conditions for Federal/State Requirements - NA

### Section VI - Scope and Specifications

67. Scope of Work
68. Project Description
69. Location of the Work
70. General Requirements and Technical Specifications
71. Survey Control
72. Traffic Control

### Section VII - Bid Form

### Section VIII - Required Forms and Certifications with Bid Submission

- Attachment 1 – Statement of No Bid  
 Attachment 2 – Drug Free Workplace Certificate  
 Attachment 3 – Affidavit of Non-Collusion  
 Attachment 4 – Sworn Statement Public Entity Crimes  
 Attachment 5 – Authorized Signatures/Negotiators  
 Attachment 6 – Vendor/Contractor Information  
 Attachment 7 – Local Preference Affidavit for Eligibility  
 Attachment 8 – E-Verify Certification  
 Attachment 9 – Construction Contractor Qualification Submittal Package Requirements  
 Attachment 10 – Contractor's License  
 Attachment 11 – Trench Safety Act Compliance Form - NA  
 Attachment 12 – Corporate Affidavit  
 Attachment 13 – Bid Bond -NA  
 Attachment 14 – Vendor Certification Regarding Scrutinized Companies  
 Attachment 15 – HC Employment Disclosure Certification Statement  
 Attachment 16 – Addendum Acknowledgement

### Section IX - Construction Agreement and Required Documents After Award

- Attachment 17 – Sample Construction Agreement  
 Attachment 18 – Performance and Payment Bond - NA  
 Attachment 19 – Emergency Telephone Numbers  
 Attachment 20 – Utility Coordination  
 Attachment 21 – Utility Verification  
 Attachment 22 – Maintenance of Traffic Plan - NA  
 Attachment 23 – Stormwater Pollution Prevention Plan - NA  
 Attachment 24 – Utility Contact List

### Section X - Reference Documents

- Exhibit A – General Requirements & Technical Specifications

**SECTION II - SOLICITATION INSTRUCTIONS**

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:
- 1.1. **ADDENDA:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  - 1.2. **AGENCY:** the Federal or State agency named as such in the Agreement. This Project is financed in whole or in part through NA and the term Agency, as used herein, shall refer to NA.
  - 1.3. **AGREEMENT:** The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the work.
  - 1.4. **APPLICATION FOR PAYMENT:** The form acceptable to Engineer which is to be used by Vendor/Contractor during the course of the work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  - 1.5. **BID:** The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
  - 1.6. **BID BOND/GUARANTEE:** NA
  - 1.7. **BID DOCUMENTS:** The Bidding requirements and the proposed Contract Documents, including all Addenda.
  - 1.8. **BIDDER:** The term "Bidder" used herein refers to the dealer/manufacturer or business organization submitting a Bid to the County in response to this Solicitation.
  - 1.9. **CHANGE ORDER:** A document recommended by Engineer which is signed by Vendor/Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  - 1.10. **CONSTRUCTION ADMINISTRATOR:** **Lance Cannon, Hernando County Facilities Maintenance**, shall act as the "Construction Administrator" for the work relative to the acceptance and approval of Applications for Payment pursuant to the provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S (current version).
  - 1.11. **CONTRACT:** The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other incorporated or referenced documents) whether attached thereto or not.
  - 1.12. **CONTRACT PRICE:** The moneys payable by Owner to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.
  - 1.13. **CONTRACT TIMES:** The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The Contract Times will commence on the date indicated in the Notice to Proceed.
  - 1.14. **CONTRACT WORK:** Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.
  - 1.15. **CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
  - 1.16. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
  - 1.17. **ENGINEER:** Under Contract to the Owner, the Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Bill Strawn, Vertical Assessment Associates**, for the plans and specifications referenced in these Contract Documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.
  - 1.18. **FDEP:** Florida Department of Environmental Protection.
  - 1.19. **FDOT:** Florida Department of Transportation.
  - 1.20. **FIELD ORDER:** A written order issued by Engineer which requires minor changes in the work but which does not involve a change in the Contract Price or the Contract Times.

- 1.21. **ISSUING OFFICE:** The office from which the Bid Documents are to be issued and where the Bidding procedures are to be administered. Specifically - **Hernando County, Purchasing and Contracts, 15470 Flight Path Dr., Brooksville, Florida 34604.**
- 1.22. **MUTCD:** Manual on Uniform Traffic Control Devices <https://mutcd.fhwa.dot.gov>
- 1.23. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM:** NPDES
- 1.24. **NOTICE-WRITTEN:** Notice shall be served upon the Vendor/Contractor either personally or by leaving the said notice at his residence or with his Agent in charge of the work, or addressed to the Vendor/Contractor at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.
- 1.25. **NOTICE OF AWARD:** The written notice by Owner to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
- 1.26. **NOTICE OF INTENT:** NOI
- 1.27. **NOTICE TO PROCEED:** A written notice given by Owner to Vendor/Contractor fixing the date on which the Contract times will commence to run and on which Vendor/Contractor shall start to perform the work under the Contract Documents. A Notice to Proceed may be given at any time after the Effective Date of the Agreement.
- 1.28. **OCCUPATIONAL SAFETY AND HEALTH ACT:** OSHA.
- 1.29. **OWNER:** Hernando County Board of County Commissioners (County).
- 1.30. **OWNER DESIGNATED REPRESENTATIVE:** The Owner Designated Representative will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner Designated Representative in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents. **Craig Becker, Hernando County Facilities Maintenance or Lance Cannon, Hernando County Facilities Maintenance**, shall act as the "Owner Designated Representative" for the work relative to this Contract.
- 1.31. **PAYMENT AND PERFORMANCE BONDS:** NA
- 1.32. **PROJECT BUDGET/ESTIMATE:** The project budget and/or estimate is the amount of funds the county has projected for this Solicitation. The County estimates this Solicitation to fall within Threshold **B**, as follows:
- 1.32.1. Threshold A: less than \$100,000
  - 1.32.2. **Threshold B: \$100,000.01- \$250,000**
  - 1.32.3. Threshold C: \$250,000.01- \$500,000
  - 1.32.4. Threshold D: \$500,000.01- \$1,000,000
  - 1.32.5. Threshold E: \$1,000,000.01 - \$1,500,000
  - 1.32.6. Threshold F: \$1,500,000.01- \$2,500,000
  - 1.32.7. Threshold G: \$2,500,000.01- \$5,000,000
  - 1.32.8. Threshold H: greater than \$5,000,000.01
- Note: The County/Engineer's probable cost estimate for this project is \$100,000.00. This is only an estimate and should not be the basis to determine the Vendor/Contractor Bid submission amount.
- 1.33. **PROFESSIONAL:** The professional independent Architectural/Engineering firm designated to be the Engineer of Record (per Florida Administrative Code). Any references to the Engineer or the Professional shall be deemed to mean **Bill Strawn, Vertical Assessment Associates**, and its designee for the plans and specifications referenced in these Contract Documents.
- 1.34. **PROJECT MANAGER:** The duly authorized representative of the County during the construction period. The project manager of record for this Solicitation is: **Lance Cannon, Hernando County Facilities Maintenance.**
- 1.35. **SCOPE OF WORK:** All materials, labor and equipment in order to accomplish the Project, as described in the specifications and construction plans showing the proposed improvements. The Vendor/Contractor shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

- 1.36. **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Vendor/Contractor, a Sub-Contractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.
- 1.37. **SITE:** Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Vendor/Contractor. The site or location for the work to be performed in this Contract will be Hernando County Detention Center, 16425 Spring Hill Drive, Brooksville, FL 34604.
- 1.38. **SUB-CONTRACTOR:** Any person, firm or corporation other than employees of the Vendor/Contractor who or which Contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.
- 1.39. **SURETY:** Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.
- 1.40. **VENDOR/CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
- 1.41. **WORK:** The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## 2. **AVAILABILITY OF BIDDING DOCUMENTS:**

- 2.1. Interested firms may secure Bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of [www.BidNetDirect.com](http://www.BidNetDirect.com). For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.

## 3. **PREPARATION OF BID:** To ensure acceptance of your Bid, please follow these instructions:

- 3.1. Interested firms are to submit two (2) original Bid responses. All Bid sheets including the Bid Form in Section VII must be executed and submitted in a sealed envelope. Bidders submitting more than one (1) Bid with different pricing shall cause the Bidder to be rejected. The face of the envelope shall contain, in addition to the address, the date and time of the Bid opening and the Bid number or title. All Bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

### **Submit Bids to:**

Hernando County Purchasing and Contracts  
15470 Flight Path Dr.  
Brooksville, Florida 34604  
BID NUMBER (ITB NO. 22-C00056/DK)

- 3.2. The responsibility for delivering the Bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids shall be made upon the forms supplied by the Owner and included with these Bid Documents. Each Bidder shall copy the Bid form, in the number of copies required, and state in words and numerals in ink without delineations, alterations or erasures, the total base Bid price, for which he will perform the work as required by the Bid documents, as well as a breakdown of the lump sum and unit price payment items comprising the total base Bid price.
- 3.4. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after Bid opening.
- 3.5. A Bid price shall be indicated for each Bid item, unit price item and alternative listed therein, or the words "No Bid" or "No Change" entered.

- 3.6. Bids must be signed by the Bidder with his signature in full. When a firm is a Bidder, the Bid proposals shall be signed in the name of the firm by one (1) or more of the partners. When a corporation is a Bidder, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give title of his office. The Bid shall also bear the seal of the corporation. Anyone signing the Bid proposal as agent must file with it legal evidence of his authority to do so. Bidders who are non-resident corporations shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the Bid. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the Bid.
- 3.7. Electronic, telegraphic or facsimile Bids will **not** be accepted.
- 3.8. All Bids must be firm for a period of one hundred twenty (120) days after the time set for opening Bids.
- 3.9. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.10. Blank spaces in the Bid must be properly filled in and the phraseology of the Bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a Bid shall render irregular and may cause its rejection.
- 3.11. The Bid shall contain an acknowledgment of all Addenda.

#### 4. TIMETABLE:

Date of Distribution:	<u>MARCH 16, 2022</u>
Mandatory Pre-Bid/Site Visit:	<u>MARCH 30, 2022, AT 11:00 AM</u>
Last Date of Inquiries:	<u>APRIL 13, 2022, AT 5:00 PM</u>
Bids Due:	<u>MAY 4, 2022, AT 3:00 PM</u>

#### 5. MANDATORY PRE-BID CONFERENCE:

- 5.1. A Mandatory Pre-Bid Conference will be held MARCH 30, 2022, at **11:00 AM** at the **Hernando County Detention Center, 16425 Spring Hill Drive, Brooksville, Florida 34604**.
- 5.2. A Mandatory Site Visit will immediately follow the Pre-Bid Conference.
- 5.3. Only Bidders present at the Pre-Bid Conference and Site Visit may submit a Bid for this Solicitation.
- 5.4. Attendees must be present at the beginning of the Pre-Bid conference. Arrival after the start of the Pre-Bid Conference shall be cause for disqualification. A sign-in sheet will be provided to verify attendance. Bidders must be signed in to confirm their attendance.

#### 6. BID OPENING:

- 6.1. Bids received after the date and time disclosed in this Solicitation will not be accepted. Bids will be opened immediately after this date and time, and will remain binding upon the Bidder for a period of one hundred twenty (120) days thereafter. Pursuant to Florida Statutes 119.071 (current version) sealed Bids, proposals, or replies received by an agency pursuant to a competitive Solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, proposals, or final replies whichever is earlier.

#### 7. SITE VISIT:

- 7.1. Bidder may request access to the site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid by contacting the Purchasing and Contracts Department in writing, if no mandatory site visit is scheduled. All questions after the site visit shall be submitted to the Purchasing and Contracts Department in writing. The Purchasing and Contracts Department will coordinate a site visit between the Bidder and the Project Manager for this project. Bidder agrees to restore the site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates while accessing the site.

#### 8. BIDDER'S RESPONSIBILITIES: It is the responsibility of each Bidder before submitting a Bid to:

- 8.1. Read and completely understand the requirements and the specifications of the items Bid.
- 8.2. Use complete sets of Bidding documents in preparing Bids; neither Owner nor Engineer assumes any



responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding documents.

- 8.3. Examine and carefully study the Bid documents, other related data identified in the Bidding documents, and any Addenda.
- 8.4. Make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations, and all Solicitation instruction to satisfy themselves of conditions affecting submission of their Bid and the terms and cost of performing the Contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a Bid for the work is prima facie evidence he (they) have conducted such examinations.
- 8.5. Request access to the site to become familiar with general, local, and site conditions that may affect cost, progress, and performance of the work.
- 8.6. Become familiar with all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work.
- 8.7. Obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding documents, and safety precautions and programs incident thereto.
- 8.8. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bid Documents.
- 8.9. Become aware of the general nature of the work to be performed by Owner and others at the site that relates to the work as indicated in the Bid Documents.
- 8.10. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bid documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid documents.
- 8.11. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bid documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
- 8.12. Determine that the Bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.
- 8.13. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 8.14. Bidder has enclosed a certified check, cashier's check or Bid Bond **in the amount of not less than the five percent (5%) of the Total Base Bid Amount** payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

## 9. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

- 9.1. To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the Bid process, except as provided below:
  - 9.1.1. All questions relative to interpretation of the specifications or the Bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the Bids.

- 9.1.2. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the [www.BidNetDirect.com](http://www.BidNetDirect.com). Oral answers will not be authoritative.
- 9.1.3. It will be the responsibility of the Bidder to visit [www.BidNetDirect.com](http://www.BidNetDirect.com) to insure they are aware of all addenda issued for this Solicitation.
- 9.1.4. Questions must be submitted via e-mail to [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with a copy to [DKafrissen@hernandocounty.us](mailto:DKafrissen@hernandocounty.us) or faxed to (352) 754-4199. Questions will only be accepted through the period specified in Paragraph 4 above.
- 9.1.5. All addenda must be acknowledged by signing and submitted with the Bid. Failure of any Bidder to submit any addenda may be found non-responsive and subject to rejection.

## **10. COMMUNICATION:**

- 10.1. There shall be no communication between the Vendor/Contractor, their employees or Sub-Contractors and County employees and elected officials (hereafter referred to as "County Representative"), except through the Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing Department will be considered a violation of the Purchasing Policy and may result in the rejection of your Bid.

## **11. WITHDRAWAL OF BIDS:**

- 11.1. Bids may be withdrawn by written request received from Bidder prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened. Faxed or Electronically mailed withdrawals will not be recognized. No Bidder may withdraw their Bid after the scheduled opening time for receipt of Bids.

## **12. BID PROTESTS:**

- 12.1. Any Bidder who protests the Bid specifications or Award or Intent to Award, must file with the County a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. (current version). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (current version).

## **13. QUALIFICATION OF BIDDERS:**

- 13.1. The Vendor/Contractor shall have previous experience in the type of construction work specified herein, and experience in the installation of the materials to be provided for the project specified herein.
- 13.2. The Vendor/Contractor and/or Sub-Contractors shall be an appropriately licensed Contractor in the State of Florida at the time of the Bid and must have successfully completed a minimum of two (2) projects of similar size and complexity in the past seven (7) years. These requirements are in addition to the requirements in Section X, Exhibit A, General Requirements & Technical Specifications.
- 13.3. The Vendor/Contractor's Project Superintendent must have a minimum of three (3) years' experience as Project Superintendent and must have directed at least two (2) previous projects of similar size and complexity. These requirements are in addition to the requirements in Section X, Exhibit A, General Requirements & Technical Specifications.
- 13.4. Bidders shall submit evidence of this experience on the forms provided in the Bid Documents, along with the accompanying information requested below:
  - 13.4.1. Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.
  - 13.4.2. Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.
  - 13.4.3. Identification of firms comprising the Vendor/Contractor's team on the Construction Contractor Qualification Submittal Package in attached to Section VIII, Attachment 9.
  - 13.4.4. Resumes of the Vendor/Contractor's Project Superintendent documenting the experience required for these individuals.

13.5. Failure to submit this information may be basis for rejection of the Bid.

**14. QUALIFICATION OF SUBCONTRACTORS, MATERIAL VENDOR, SUPPLIERS, AND OTHERS:**

- 14.1. The Vendor/Contractor will, within ten (10) days after execution of the Agreement, submit to the County through the Owner Designated Representative for acceptance a list of the names of Sub-Contractors and such other persons and organizations proposed for those portions of the work as to which the identity of the Sub-Contractors and other persons and organizations must be submitted as specified in the Contract Documents. The Owner Designated Representative will notify the Vendor/Contractor in writing if the Owner Designated Representative, after due investigation, has reasonable objection to any Sub-Contractor, person or organization on such list. The failure of the Owner Designated Representative to make objections to any Sub-Contractor, person or organization on the list shall constitute an acceptance of such Sub-Contractor, person or organization. Acceptance of any such Sub-Contractor, person or organization shall not constitute a waiver of any right of the County to reject defective work, material or equipment, or work material or equipment not in conformance with the requirements of the Contract Documents.
- 14.2. If the apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable Sub-Contractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Sub-Contractor, supplier, individual, or entity so listed and against which the County and Owner Designated Representative makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the County and Owner Designated Representative subject to revocation of such acceptance after the Effective Date of the Agreement.
- 14.3. Vendor/Contractor shall not be required to employ any Sub-Contractor, supplier, individual, or entity against whom Vendor/Contractor has reasonable objection.
- 14.4. The Vendor/Contractor agrees that he is as fully responsible to the County for the acts and omissions of his Sub-Contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any Contractual relation between any Sub-Contractor and the County.

**15. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE:**

15.1. Subsurface and Physical Conditions:

15.1.1. The Technical Specifications will identify:

15.1.1.1. Any reports of explorations and tests of subsurface conditions at or contiguous to the site that Engineer has used in preparing the Bidding documents.

15.1.1.2. Any drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the site (except Underground Facilities) that Engineer has used in preparing the Bid Documents.

15.1.2. Copies of any reports and drawings referenced in the Solicitation Documents will be made available by Owner to any Bidder on [www.BidNetDirect.com](http://www.BidNetDirect.com). Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

15.2. Underground Facilities:

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

15.3. Hazardous Environmental Condition:

15.3.1. The Technical Specifications identify any reports and drawings relating to a Hazardous Environmental Condition identified at the site that Engineer has used in preparing the Bid Documents.

16. **BID GUARANTEE/BID BOND**: NA

17. **PERFORMANCE AND PAYMENT BOND**: NA

**SECTION III - GENERAL CONDITIONS**

18. **CONTRACT DOCUMENTS**: The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are used merely for convenience purposes):

<b>Solicitation-Offer-Award</b> (Cover Page)	<b>Scope and Specifications</b> (Section VI)
<b>Advertisement of Bid</b> (Section I)	<b>Bid Form</b> (Section VII)
<b>Solicitation Instructions</b> (Section II)	<b>Required Forms and Certifications</b> (Section VIII)
<b>General Conditions</b> (Section III)	<b>Construction Agreement and Required Documents after Award</b> (Section IX)
<b>Special Conditions</b> (Section IV)	<b>Reference Documents</b> (Section X)
<b>Supplementary Conditions for Federal/State Requirements</b> (Section V) - NA	Exhibit A – General Requirements and Technical Specifications

18.1. All addenda issued by the County prior to the receipt of Bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

18.2. Amending and Supplementing Contract Documents:

18.2.1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

18.2.2. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

- 18.2.2.1. A Field Order;
- 18.2.2.2. Engineer's approval of a shop drawing or sample; or
- 18.2.2.3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

18.2.3. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be 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. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

- 18.2.4. The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.
- 18.3. All provisions required by law to be inserted in this Contract, whether actually inserted or not.
- 18.4. Exhibits to this Agreement (as follows):
- 18.4.1. Vendor/Contractor's Bid.
- 18.4.2. Documentation submitted by Vendor/Contractor after the Notice of Award:
- 18.4.2.1. Insurance Certificate.
- 18.4.2.2. Payment and Performance Bond.
- 18.4.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- 18.4.3.1. Notice to Proceed.
- 18.4.3.2. Change Order(s).
- 18.5. The documents listed in this Paragraph are attached to the Agreement (except as expressly noted otherwise).
- 18.6. There are no Contract Documents other than those listed in this Paragraph.
- 18.7. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

**19. BID PRICE/SUBMITTAL REQUIREMENTS:**

- 19.1. The prices Bid shall remain firm during the period of the Contract. The prices Bid shall be inclusive of all labor, equipment, and materials as specified within this Solicitation. The price Bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.
- 19.2. Unless otherwise stated, the prices Bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 19.3. The Bidder hereby certifies that this Bid is made without prior understanding, Agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this Bid and certifies that the person executing the Bid form is authorized to sign this Bid for the Bidder.
- 19.4. Bidders shall submit a lump sum Bid based on unit price line item components as indicated on the Bid Form, and include a separate price for each alternate described in the Bidding documents and provided for in the Bid Form. The sum of each unit price line item will be the Total Base Bid. The price for each alternate will be the amount added to or deducted from the Total Base Bid if the County selects the alternate.
- 19.5. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 19.6. Bidder must submit the Solicitation-Offer-Award Cover Sheet, Bid Form and all required Forms and Certifications. Failure to submit these forms may render the Bid non-responsive.

**20. HOURS:**

- 20.1. All work is to be performed during regular working hours, **7:00 AM and 5:00 PM**, Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Vendor/Contractor should provide five (5) days' notice when scheduling a County employee to be available outside the normal work hours.

**21. REJECTION OF BID:**

- 21.1. The County reserves the right to reject any and all Bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Solicitation, may be rejected at the option of the County. A Bidder shall not be qualified to bid when an investigation by the Chief Procurement Officer finds the Bidder delinquent with a previously Awarded Contract or in litigation with Hernando County on a previously awarded Contract.

**22. MINOR INFORMALITIES AND IRREGULARITIES:**

- 22.1. Hernando County has the right to waive minor defects or variations of a Bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the Bid for Hernando County to properly evaluate the Bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of Bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all Bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

**23. NON-EXCLUSIVE CONTRACT:**

- 23.1. Award of a Contract resulting from this Bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the Contract period. This is not an exclusive Contract. The County specifically reserves the right to Contract with another company for similar work if it deems such action to be in the County's best interest.

**24. NON-PERFORMANCE:**

- 24.1. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.
- 24.2. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract.

**25. ASSIGNMENT:**

- 25.1. The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

**26. PUBLIC ENTITY CRIMES:**

- 26.1. Any person submitting a Bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes (current version), on Public Entity Crimes. Bidders must complete and return with Bid the Sworn Statement to Public Entity Crimes attached in Section VIII, Attachment 4.

**27. LICENSES AND PERMITS:**

- 27.1. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all licenses and permits required to complete this Contractual service, unless otherwise stated in the Contract documents. These

licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee. Failure to have and/or furnish the required licenses or permits may be cause for rejection.

- 27.2. The Vendor/Contractor is hereby notified that a list of fees for construction related County certified licenses and County issued permits can be located at:  
<https://www.hernandocountygis-fl.us/BldgDept/General>.
- 27.3. The following permits are necessary, but not limited to, for prosecution of the work. Vendor/Contractor and/or Sub-Contractors shall obtain and pay for required permits. Notice to Proceed will not be issued until the permits are provided to the Project Manager.
- 27.3.1. State Of Florida Elevator Modernization Permit  
27.3.2. Hernando County Mechanical Permit  
27.3.3. Hernando County Electrical Permit
- 27.4. Vendor/Contractor and/or Sub-Contractors shall be responsible for complying with all State of Florida and Hernando County License requirements prior to Bidding on County projects and shall submit proof of licenses with the Bid. All licenses shall be in the Bidder's name or the Key Sub-Contractor's name, as listed in Attachment 9. Failure to submit proof of the required licenses shall deem the Bidder non-responsive. The following licenses are necessary, but not limited to, for prosecution of the work:
- 27.4.1. State Issued Elevator Certificate Of Competency, And  
27.4.2. Registered With State Of Florida Bureau Of Elevator Safety  
27.4.3. Electrical Contractor License  
27.4.4. Mechanical Contractor License
- 27.5. Vendor/Contractors and/or Sub-Contractors who are not properly licensed and/or do not furnish proof thereof with their Bid, may be deemed non-responsive and may be rejected.
- 27.6. Owner shall assist Vendor/Contractor, when necessary, in obtaining such permits and licenses. Vendor/Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of Bids. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

## **28. LAWS, REGULATIONS, PERMITS AND TAXES:**

- 28.1. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written.
- 28.2. Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal Excise Taxes and all Sales Taxes.
- 28.3. Vendor/Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Vendor/Contractor's compliance with any laws or regulations.
- 28.4. If Vendor/Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Vendor/Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or **arbitration** or other dispute resolution costs) arising out of or relating to such work. However, it shall not be

Vendor/Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with laws and regulations, but this shall not relieve Vendor/Contractor of Vendor/Contractor's obligations of reporting discrepancies.

- 28.5. Changes in laws or regulations not known at the time of opening of Bids having an effect on the cost or time of performance of the work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in the Contract Documents.

**29. SITE AND OTHER AREAS:**

- 29.1. The site is identified in the Bid documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bid documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Vendor/Contractor.

**30. TAXES:**

- 30.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

30.1.1. Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,  
effective 1/31/2019 – expiring on 1/31/2024.

- 30.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractors who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (current version) and applicable rules of the Department of Revenue).

- 30.3. State sales tax and use taxes on materials and equipment are to be incorporated in the price Bid.

- 30.4. Vendor/Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor/Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

**31. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:**

- 31.1. Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the Drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as an equivalent prior to the Solicitation Last Date of Inquiries deadline, for review and approval by Hernando County subject to the following provisions:

31.1.1. The Vendor/Contractor shall submit for each proposed equivalent sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer of Record to determine if the proposed equivalent is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

31.1.2. The Vendor/Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed equivalent is equal.

31.1.3. A list of installations where the proposed equivalent is used. Such listing shall cover a minimum of the previous three (3) years and will furnish project names and contact phone numbers.

31.1.4. Where the acceptance of an equivalent requires excessive review by the Engineer of Record, revision or redesign of any part of the Work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Vendor/Contractor's expense.



- 31.1.5. In all cases the Engineer of Record and Hernando County shall have the sole right as to whether a proposed equivalent is to be accepted. The Vendor/Contractor shall abide by the Engineer of Record and Hernando County's decision when proposed equivalent items are judged to be unacceptable and shall in such instances furnish the item as specified. No equivalent items shall be used in the Work without written acceptance by the Engineer of Record.
- 31.1.6. Acceptance of any proposed equivalent shall in no way release the Vendor/Contractor from any of the provisions of the Contract Documents.
- 31.1.7. Hernando County may require, at Vendor/Contractor's expense, a special performance guarantee or other surety with respect to any equivalent.
- 31.1.8. Bids which do not comply with these requirements are subject to rejection.

## **32. BID EVALUATION AND AWARD:**

- 32.1. At the time of submitting a Bid response, the County requires that the Bidder to be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in Section VIII may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Bid may be rejected as non-responsive. The County reserves the right to determine which responses meet the requirements of this Solicitation, and which Bidders are responsive and responsible. The County reserves the right before awarding the Bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.
- 32.2. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are Bidding.
- 32.3. The County intends to award this Contract to the lowest, responsive and responsible Bidder or Bidders. However, the County reserves the right to reject any and all Bids in accordance with the Hernando County Procurement Ordinance.
- 32.4. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility.
- 32.5. Nothing contained herein shall place a duty upon the Hernando County Board of County Commissioners to reject Bids or award a Contract based upon anything other than its sole discretion as described herein.
- 32.6. Bidders are not permitted to submit more than one (1) Bid for this project. Reasonable grounds for believing that any Bidder has an interest in more than one (1) Bid for this project may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 32.7. Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 32.8. Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Sub-Contractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of Sub-Contractors, suppliers, and other individuals or entities must be submitted.
- 32.9. The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder, proposed Sub-Contractors, Supplier, or individuals to

perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his Bid.

- 32.10.** If two (2) or more fully responsive, responsible Bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the Contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie Bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie Bid, then the Board of County Commissioners shall award the Contract to one (1) Vendor/Contractor by drawing lots in a public meeting.

### **33. LOCAL PREFERENCE:**

- 33.1.** Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.

**33.2.** Application:

- 33.2.1.** In Bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:

- 33.2.1.1.** Five percent (5%) of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or  
**33.2.1.2.** Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.

- 33.2.2.** The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.

- 33.2.3.** In the case of requests for proposals or qualification, letters of interest, or other Solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent of the total points of the total evaluation points.

**33.3.** Definitions:

- 33.3.1.** Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve months prior to the date Bids or quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the Solicitation fully complies with the local vendor eligibility identified in Paragraph 33.3.2 below.

- 33.3.2.** Local Vendor Affidavit of Eligibility shall accompany the quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:

- 33.3.2.1.** A physical business and location address;  
**33.3.2.2.** Proof of payment of real property tax due to Hernando County;

- 33.3.2.3. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations;
- 33.3.2.4. Any additional information necessary to verify local status.

33.4. Competitive Bids/Quotes: The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

33.5. Exemptions:

- 33.5.1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
  - 33.5.2. Purchases with any sole source supplier for supplies, materials, or other equipment.
  - 33.5.3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.
  - 33.5.4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
  - 33.5.5. Purchases with an estimated cost of less than \$10,000.00 or less.
- 33.6. Appeal: If an application for a "Local Vendor/Contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

**34. QUALIFICATIONS OF SURETY COMPANIES:**

- 34.1. In order to be acceptable to the Owner, a surety company issuing Bid Guaranty bonds, or **100% Performance/Payment bonds**, called for in these Contract Documents, shall meet and comply with the following minimum standards:
- 34.1.1. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05 (current version).
  - 34.1.2. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).
  - 34.1.3. Attorneys-in-fact who sign Bid bonds or performance/payment bonds must file with such bond a certified copy of their power of attorney to sign such bond.
  - 34.1.4. Agents of surety companies must list their name, address and telephone number on all bonds.
  - 34.1.5. If the surety on any Bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this Paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another Bond and Surety, both of which must be acceptable to the County.

**35. LITIGATION/WAIVER OF JURY TRIAL:**

- 35.1. This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting. Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers,

directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

### **36. MAINTENANCE OF RECORDS:**

- 36.1. The Vendor/Contractor will keep adequate records and supporting documents applicable to this Contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on 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 a period of five (5) years after completion of Contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined 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 Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701, Florida Statutes (current version), Consultant/Firm shall comply with the Florida Public Records' laws and shall:
- 36.1.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
  - 36.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
  - 36.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,
  - 36.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
  - 36.1.5. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (current version).

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT VERSION), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, [PURCHASING@HERNANDOCOUNTY.US](mailto:PURCHASING@HERNANDOCOUNTY.US), WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604.**

- 36.2. Per Florida Statute 20.055(5) (Current Edition), it is the duty of every state officer, employee, agency, special district, board, commission, Contractor, and Sub-Contractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

### **37. FISCAL NON-FUNDING:**

- 37.1. In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

### **38. CONFLICT OF INTEREST:**

- 38.1. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the Contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any Contract or Sub-Contract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-Contracts, the language set forth in this Paragraph prohibiting conflict of interest.
- 38.2. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement Contract when Hernando County employee knows that:
- 38.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement Contract; or

- 38.2.2.** Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement Contract; or
- 38.2.3.** A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

**38.3.** Former Employee Conflict of Interest: It shall be a violation for any person, business or organization Contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the Bid submission.

### **39. GRATUITIES AND KICKBACKS:**

- 39.1.** Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity to the County.
- 39.2.** Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a Contract to the prime Vendor/Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

### **40. E-VERIFY:**

- 40.1.** Vendor/Contractor is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Vendor/Contractor represents and warrants (a) that the Vendor/Contractor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- 40.2.** A mere allegation of Vendor/Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Vendor/Contractor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- 40.3.** Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
- 40.3.1.** The County's Purchasing Contracts Department at (352) 754-4020; and
- 40.3.2.** ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE.
- 40.4.** In the event it is discovered that the Vendor/Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor/Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Vendor/Contractor from Bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- 40.5.** Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its Agreements with Sub-Contractors:
- 40.5.1.** Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

- 40.5.2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
- 40.5.3. Establish a written hiring and employment eligibility verification policy.
- 40.5.4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- 40.5.5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
- 40.5.6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 40.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 40.5.8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Paragraph and, when practicable, incorporate the verification requirements in Sub-Contractor Agreements.
- 40.5.9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 40.5.10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
- 40.5.11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 40.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### **41. INSURANCE REQUIREMENTS:**

##### **41.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

- 41.1.1. Indemnity: To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Consultant/Firm during the performance of the Contract, whether direct or indirect, willful or intentional, and whether to any person or property to which the County or said parties may be subject, except that neither the Consultant/Firm nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence, willful or intentional, of the County or any of its officers, agents, or employees.
- 41.1.2. Protection of Person and Property:
  - 41.1.2.1. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
  - 41.1.2.2. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of

persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

**41.2. MINIMUM INSURANCE REQUIREMENTS:** Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

**41.2.1. WORKERS' COMPENSATION:** As required by law:

STATE.....	Statutory
APPLICABLE FEDERAL.....	Statutory
EMPLOYER'S LIABILITY.....	Minimum :
	\$100,000 each accident
	\$100,000 by employee
	\$500,000 policy limit

**Exemption per Florida Statute 440:** If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance. <https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

**41.2.2. GENERAL LIABILITY:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

**COVERAGE AS FOLLOWS:**

EACH OCCURRENCE.....	\$1,000,000
GENERAL AGGREGATE.....	\$2,000,000
PERSONAL/ADVERTISING INJURY.....	\$1,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE .....	\$2,000,000

Per Project Aggregate (if applicable)

**ALSO**, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire.....)	\$50,000
MEDICAL EXPENSE (Any one (1) person) .....	\$5,000

**41.2.3. ADDITIONAL INSURED:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

**41.2.4. WAIVER OF SUBROGATION:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss Agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an Agreement on a pre-loss basis.

**41.2.5. AUTOMOBILE LIABILITY:** Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards.  
**COVERAGE AS FOLLOWS:**

COMBINED SINGLE LIMIT (CSL) .....	\$1,000,000
BODILY INJURY (Per Person) .....	\$1,000,000
BODILY INJURY (Per Accident).....	\$1,000,000
PROPERTY DAMAGE .....	\$1,000,000

**41.2.6.  Not-Required TB (initials)**

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**PROFESSIONAL LIABILITY** (if applicable): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

**41.2.7.  Not-Required TB (initials)**

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**BUILDERS RISK INSURANCE** (if applicable): Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, Ordinance or regulation. The insurance required herein must be on an all risk form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Vendor/Contractor must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

- 41.2.7.1.** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 41.2.7.2.** Date on which final payment of this Contract has been made by County to Vendor/Contractor; or
- 41.2.7.3.** Date on which the insurable interests in the property of all insured other the County have ceased.
- 41.2.7.4.** Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.



41.2.8.  Not-Required     TB     (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

**CRIME PREVENTION – BOND** (if applicable): Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its Agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would insure to the benefit of the County.

41.2.9.  Not-Required     TB     (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

**EXCESS/UMBRELLA LIABILITY** (if applicable): Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

41.2.10.  Not-Required     TB     (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

**WARRANTY BOND** (if applicable): When application is made for Final Payment, the Vendor/Contractor shall furnish a warranty (maintenance) bond payable to the order of Hernando County Board of County Commissioners per the Contract Documents and in the amount equal to the Bidder's grand total lump sum Bid Price including any selected alternates and/or additions or subtractions thereto.

41.2.11. **SUBCONTRACTORS (if applicable)**: All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the county as required by the Contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.41.2.12. **RIGHT TO REVISE OR REJECT**: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.41.2.13.  Not-Required     TB     (initials)

PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

**LONGSHOREMEN'S INSURANCE** (if applicable): Vendor/Contractor shall provide proof of Longshoremen's Insurance coverage with minimum limits of \$1,000,000.00.

## 41.3. Each insurance policy shall include the following conditions by endorsement to the policy:

## 41.3.1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by fax within five (5) business days with a copy

of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read:

Hernando County Board of County Commissioners  
Attention: Human Resources/Risk Department  
15470 Flight Path Drive, Brooksville, Florida 34604

- 41.3.2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
- 41.3.3. The term "County" or "Hernando County" shall include all Authorities, Boards, Bureaus, commissions, Divisions, Departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
- 41.3.4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- 41.4. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- 41.5. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a certificate of insurance coverage(s), prior to award of the Contract.
- 41.6. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

#### **42. EXECUTION OF WRITTEN CONTRACT:**

- 42.1. The successful Bidder will be required to sign a written Contract, in two (2) copies, which has been made a part of this Bid package and identified as the Construction Agreement in Section IX, Attachment 17. Said written Contract will evidence in written form the Agreement between the parties pursuant to the award having been therefore made by the County to this Bidder; said signing to be accomplished within ten (10) days after Notice of Award.

#### **43. CONE OF SILENCE:**

- 43.1. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. After a Bid is opened or a short list is established for an Invitation to Bid, Request for Qualification, or Request for Proposal, a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any Official or employee of the County concerning this Solicitation with the exception of the Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this Solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the Solicitation.
- 43.2. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the Solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon Solicitation issuance and concludes upon Contract award.

47.7.1.2. Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

47.7.2. The prohibition of this Paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Vendor/Contractor from retaining copies of the Contract Documents for record purposes.

**47.8. Electronic Data:**

47.8.1. Copies of data furnished by Owner or Engineer to Vendor/Contractor that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

47.8.2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.

47.8.3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**48. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA):**

48.1. All construction practices, material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the Bid Form in these Bid Documents, being by this reference considered a certification of such fact.

**49. OWNER'S RESPONSIBILITIES AFTER AWARD:**

49.1. Communications to Vendor/Contractor: Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Vendor/Contractor through designated Authorized Owner Representative.

49.2. Furnish Data: Owner shall promptly furnish the data required of Owner under the Contract Documents.

49.3. Pay When Due: Owner shall make payments to Vendor/Contractor when they are due as provided in the Contract Documents.

49.4. Lands and Easements; Reports and Tests: Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in the Contract Documents. Owner shall identify and make available to Vendor/Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site that have been utilized by the Engineer in preparing the Contract Documents.

49.5. Change Orders: Owner is obligated to execute Change Orders as indicated in the Contract Documents.

49.6. Inspections, Tests, and Approvals: Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in the Contract Documents.

49.7. Limitations on Owner's Responsibilities: The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Vendor/Contractor's means, methods, techniques, sequences, or procedures

of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

- 49.8. Undisclosed Hazardous Environmental Condition: Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in the Contract Documents.
- 49.9. Evidence of Financial Arrangements: If and to the extent Owner has agreed to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Contract Documents.

## 50. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION:

- 50.1. Owner's Representative: The duties and responsibilities and the limitations of authority of the Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner.
- 50.2. Visits to Site:
- 50.2.1. Owner's Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the Owner Designated Representative deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Vendor/Contractor's executed work. Based on information obtained during such visits and observations, the Owner Designated Representative will determine, in general, if the work is proceeding in accordance with the Contract Documents. The Owner Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Owner Designated Representative's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, Owner Designated Representative will keep Owner informed of the progress of the work and will endeavor to guard Owner against defective work.
- 50.2.2. Owner Designated Representative's visits and observations are subject to all the limitations on Owner Designated Representative's authority and responsibility set forth in Paragraph 50.8. Particularly, but without limitation, during or as a result of Owner Designated Representative's visits or observations of Vendor/Contractor's work Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work.
- 50.3. Project Representative: If Owner and Owner Designated Representative agree, Owner Designated Representative will furnish a Resident Project Representative to assist Owner Designated Representative in providing more extensive observation of the work. The authority and responsibilities of any such Resident Project Representative and assistants is provided in Paragraph 50.8, and limitations on the responsibilities thereof are provided below. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.
- 50.4. Authorized Variations in Work: Owner Designated Representative may authorize 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 Times and are compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a field order and will be binding on Owner and also on Vendor/Contractor, who shall perform the work involved promptly. If Owner or Vendor/Contractor believes that a field order justifies an adjustment in the Contract Price or

Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Paragraph 55.5.

- 50.5.** Rejecting Defective Work: Owner Designated Representative will have authority to reject work which Owner Designated Representative believes to be defective, or that Owner Designated Representative believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Owner Designated Representative will also have authority to require special inspection or testing of the work as provided in Paragraph 58.3, whether or not the work is fabricated, installed, or completed.
- 50.6.** Determinations for Unit Price Work: Owner Designated Representative will determine the actual quantities and classifications of Unit Price Work performed by Vendor/Contractor. Owner Designated Representative will review with Vendor/Contractor the Owner Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Owner Designated Representative's written decision thereon will be final and binding (except as modified by Owner Designated Representative to reflect changed factual conditions or more accurate data) upon Owner and Vendor/Contractor, subject to the provisions in Paragraph 56.3.
- 50.7.** Decisions on Requirements of Contract Documents and Acceptability of Work:
- 50.7.1.** Owner Designated Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Owner and Vendor/Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the work, will be referred initially to Owner Designated Representative in writing within thirty (30) days of the event giving rise to the question.
- 50.7.2.** Owner Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain Owner's approval to issue decision. If Owner or Vendor/Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a claim may be made under the provision stated in Paragraph 55.5. The date of Owner Designated Representative's decision shall be the date of the event giving rise to the issues referenced in the Contract Documents.
- 50.7.3.** Owner Designated Representative's written decision on the issue referred will be final and binding on Owner and Vendor/Contractor, subject to the provisions in Paragraph 50.8.
- 50.7.4.** When functioning as interpreter and judge under Paragraph 50.7, Owner Designated Representative will not show partiality to Owner or Vendor/Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- 50.8.** Limitations on Owner Designated Representative's Authority and Responsibilities:
- 50.8.1.** Neither Owner Designated Representative's authority or responsibility under this Paragraph or under any other provision of the Contract Documents nor any decision made by Owner Designated Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner Designated Representative shall create, impose, or give rise to any duty in Contract, tort, or otherwise owed by Owner Designated Representative to Vendor/Contractor, any Sub-Contractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- 50.8.2.** Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner Designated Representative will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

- 50.8.3. Owner Designated Representative will not be responsible for the acts or omissions of Vendor/Contractor or of any Sub-Contractor, any supplier, or of any other individual or entity performing any of the work.
- 50.8.4. Owner Designated Representative's review of the Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 59.2.2 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.
- 50.8.5. The limitations upon authority and responsibility set forth in this Paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.

## **51. CONTRACTOR'S RESPONSIBILITIES:**

### **51.1. Supervision and Superintendence:**

- 51.1.1. The Vendor/Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Vendor/Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.
- 51.1.2. The Vendor/Contractor will keep on the site at all times during its progress a competent, resident superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Vendor/Contractor's representative at the site and shall have authority to act on behalf of the Vendor/Contractor. All communications given to the superintendent shall be as binding as if given to the Vendor/Contractor.

### **51.2. Labor, Materials and Equipment:**

- 51.2.1. The Vendor/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.
- 51.2.2. Unless otherwise specified in the Contract Documents, Vendor/Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
- 51.2.3. All materials and equipment will be new except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of Owner. If required by the Owner, the Vendor/Contractor will furnish satisfactory evidence (including reports of required tests and/or purchase receipts) as to the source, kind and quality of materials and equipment furnished.
- 51.2.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, supplier, fabricator or processors except as otherwise provided in the Contract Documents.

### **51.3. Progress Schedule:**

- 51.3.1. Vendor/Contractor shall adhere to the Progress Schedule requirements established in the Contract Documents as it may be adjusted from time to time as provided below.
- 51.3.1.1. Vendor/Contractor shall submit to Owner Designated Representative for acceptance proposed adjustments in the Progress Schedule that will not result in changing the

Contract Times. Such adjustments will comply with any provisions of the Contract Documents applicable thereto.

- 51.3.1.2.** Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements stated in the Contract Documents. Adjustments in Contract Times may only be made by a Change Order.
- 51.3.1.3.** All work of this Contract shall be scheduled and monitored by the Vendor/Contractor using the Critical Path Method (CPM). The Vendor/Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Vendor/Contractor will prepare revisions of the schedule to reflect changes in the Vendor/Contractor's plan of performance or changes in the Work and submit these revisions to the Owner Designated Representative for acceptance.
- 51.3.1.4.** The Vendor/Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Owner Designated Representative. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch-by-17-inch paper.

**51.4.** Concerning Sub-Contractors, Suppliers and Others:

- 51.4.1.** The Vendor/Contractor will not employ any Sub-Contractor, supplier, other person or entity, whether initially or as a replacement, against whom the Owner may have reasonable objections, nor will the Vendor/Contractor be required to employ any Sub-Contractor, supplier, or other individual or entity, against whom the Vendor/Contractor has reasonable objection.
- 51.4.2.** The Vendor/Contractor will not make any substitution for any Sub-Contractor who has been accepted by the Owner, unless the Owner determines that there is good cause for doing so.
- 51.4.3.** The Vendor/Contractor will be fully responsible for all acts and omissions of his Sub-Contractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Vendor/Contractor is responsible for Vendor/Contractor's own acts and omissions. Nothing contained in the Contract Documents:
  - 51.4.3.1.** Shall create for the benefit of any such Sub-Contractor, supplier, or other individual or entity any Contractual relationship between Owner or Owner Designated Representative and any such Sub-Contractor, supplier or other individual or entity, nor
  - 51.4.3.2.** Shall anything in the Contract Documents create any obligation on the part of Owner or Owner Designated Representative to pay or to see to the payment of any moneys due any such Sub-Contractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.
- 51.4.4.** Vendor/Contractor shall be solely responsible for scheduling and coordinating the work of Sub-Contractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect Contract with Vendor/Contractor.
- 51.4.5.** Vendor/Contractor shall require all Sub-Contractors, suppliers, and such other individuals or entities performing or furnishing any of the work to communicate with Owner Designated Representative through Vendor/Contractor.
- 51.4.6.** The divisions and sections of the specifications and the identifications of any drawings shall not control Vendor/Contractor in dividing the work among Sub-Contractors or suppliers or delineating the work to be performed by any specific trade.

- 51.4.7.** All work performed for Vendor/Contractor by a Sub-Contractor or supplier will be pursuant to an appropriate Agreement between Vendor/Contractor and the Sub-Contractor or supplier which specifically binds the Sub-Contractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Owner Designated Representative. Whenever any such Agreement is with a Sub-Contractor or supplier who is listed as an additional insured on the property insurance as provided in the Contract Documents, the Agreement between the Vendor/Contractor and the Sub-Contractor or supplier will contain provisions whereby the Sub-Contractor or supplier waives all rights against Owner, Vendor/Contractor, and Owner Designated Representative, and all other individuals or entities identified in the Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and Sub-Contractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work. If the insurers on any such policies require separate waiver forms to be signed by any Sub-Contractor or supplier, Vendor/Contractor will obtain the same.
- 51.4.8.** The Vendor/Contractor agrees to bind specifically every Sub-Contractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.
- 51.4.9.** The Vendor/Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Sub-Contractor(s), without prior written approval of the Owner.
- 51.5. Patent Fees And Royalties:**
- 51.5.1.** Vendor/Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of Owner or Owner Designated Representative its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- 51.5.2.** To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and Sub-Contractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.
- 51.6. Use Of Premises:**
- 51.6.1.** The Vendor/Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers 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.
- 51.6.2.** The Vendor/Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County property or in public right-of-way areas indicated on the Contract Drawings as including work to be done pursuant to the Contract documents. In the event the Vendor/Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Vendor/Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Vendor/Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with



a notarized, certified copy of such written authorization(s) before the Vendor/Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

**51.7. Record Documents:**

**51.7.1.** Vendor/Contractor shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, addenda, change orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Engineer for Owner.

**51.7.2. Record Drawings:** The Engineer will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each month or as otherwise agreed, the Vendor/Contractor shall submit to the Engineer a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

**51.8. Safety And Protection:**

**51.8.1.** Vendor/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor/Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

**51.8.1.1.** All employees on the site and other persons who may be affected by the work:

**51.8.1.2.** All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

**51.8.2.** Vendor/Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Vendor/Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

**51.8.3.** All damage, injury, or loss to any property referred to above; caused directly or indirectly, in whole or in part, by Vendor/Contractor, any Sub-Contractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Vendor/Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Vendor/Contractor or any Sub-Contractor, supplier, or other individual or entity directly or indirectly employed by any of them).

**51.8.4.** Vendor/Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Engineer has issued final acceptance.

**51.8.5.** Vendor/Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

**51.9. Emergencies:** In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Vendor/Contractor is obligated to act to prevent threatened damage, injury, or loss. Vendor/Contractor shall give Owner Designated Representative prompt written notice if Vendor/Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner Designated Representative determines that a change in the Contract Documents is required because of the action taken by Vendor/Contractor in response to such an emergency, a Change Order will be issued.

**51.10. Shop Drawings, Samples and Test Specimens, Additional and Special Submittals:**

**51.10.1.** Vendor/Contractor shall submit all shop drawings, samples and test specimens, additional and special submittals to Owner Designated Representative for review and approval in accordance with the acceptable Schedule of Submittals. The Vendor/Contractor's attention is directed to the individual specification sections in these Contract Documents which may contain additional and special submittal requirements.

**51.10.1.1. Shop Drawings:**

**51.10.1.1.1.** Submit number of copies specified in the specifications.

**51.10.1.1.2.** Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable Owner Designated Representative to review the information for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.

**51.10.1.1.3.** Should the Vendor/Contractor propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner Designated Representative's preliminary review), the Vendor/Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

**51.10.1.1.4.** The Vendor/Contractor agrees that shop drawing submittals processed by the Owner Designated Representative do not become Contract Documents and are not Change Orders.

**51.10.1.2. Samples and Test Specimens:**

**51.10.1.2.1.** Submit number of samples and/or test specimens as required in the specifications. Where required in the specifications, and as determined necessary by the Owner Designated Representative, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Owner Designated Representative at the Vendor/Contractor's expense, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

**51.10.1.2.2.** Clearly identify each as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as

Owner Designated Representative may require enabling Owner Designated Representative to review the submittal for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.

- 51.10.1.2.3.** All samples and test specimens shall be submitted in ample time to enable the Owner Designated Representative to make any examinations necessary, without delay to the work. The Vendor/Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Owner Designated Representative, as specified.
- 51.10.1.2.4.** The Vendor/Contractor shall submit additional samples as required by the Owner Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.
- 51.10.1.2.5.** Laboratory tests and examinations that the Owner elects to have made by an independent testing laboratory will be made at no cost to the Vendor/Contractor, except that, if a sample of any material or equipment proposed for use by the Vendor/Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Vendor/Contractor.
- 51.10.1.2.6.** All tests required by the specifications to be performed by an independent laboratory shall be made by a Owner approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the Owner Designated Representative. The samples furnished and the cost for the laboratory services shall be at the expense of the Vendor/Contractor and included in the prices Bid for the associated work.
- 51.10.1.2.7.** Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the Owner Designated Representative for reference.

**51.10.1.3.** Submittals:

- 51.10.1.3.1.** All technical submittals shall be fully sufficient in detail for determination of compliance with the Contract Documents.
- 51.10.1.3.2.** Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the Vendor/Contractor shall not add to the Contract amount, and all additional costs which may result therefrom shall be solely the obligation of the Vendor/Contractor.
- 51.10.1.3.3.** The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.
- 51.10.1.3.4.** No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Owner Designated Representative has reviewed same and returned copies with stamp and signature indicating action taken.

- 51.10.2.** Where shop drawings, samples, additional technical or special submittals are required by the Contract Documents or the Schedule of Submittals, any related work performed prior to Owner Designated Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Vendor/Contractor.
- 51.10.3.** Submittal Procedures:
- 51.10.3.1.** Submittals shall be addressed to the Owner Designated Representative as defined in these construction documents. Before submitting each shop drawing, sample, test specimens or other technical submittal, Vendor/Contractor shall have determined and verified:
- 51.10.3.1.1.** All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- 51.10.3.1.2.** The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;
- 51.10.3.1.3.** All information relative to Vendor/Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
- 51.10.3.1.4.** Shall also have reviewed and coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Contract Documents.
- 51.10.3.2.** Each submittal shall bear a stamp or specific written certification that Vendor/Contractor has satisfied Vendor/Contractor's obligations under the Contract Documents with respect to Vendor/Contractor's review and approval of that submittal. The practice of submitting incomplete or unchecked shop drawings for the Owner Designated Representative to correct or finish will not be acceptable. shop drawings which, in the opinion of the Owner Designated Representative, clearly indicate that they have not been checked by the Vendor/Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Vendor/Contractor for resubmission in the proper form.
- 51.10.3.3.** With each submittal, Vendor/Contractor shall give Owner Designated Representative specific written notice of any variations, that the shop drawing or sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the shop drawings or sample submittal; and, in addition, by a specific notation made on each shop drawing or sample submitted to Owner Designated Representative for review and approval of each such variation.
- 51.10.3.4.** The Vendor/Contractor shall submit to the Owner Designated Representative for his review five (5) copies of shop drawings, electrical diagrams, performance data and pump curves, wiring and control diagrams, special features, interface schematic diagrams, catalog information and cuts for fabricated items and manufactured items including structural, mechanical, electrical, plumbing, process, instrumentation and control systems and equipment furnished under this Contract. Shop drawings shall be submitted in sufficient time to allow the Owner Designated Representative not less than twenty (20) regular working days for examining the drawings.

**51.10.4. Owner Designated Representative's Review:**

- 51.10.4.1.** Owner Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to Owner Designated Representative. Owner Designated Representative's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.
- 51.10.4.2.** Owner Designated Representative's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 51.10.4.3.** Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

**51.10.5. Re-submittal Procedures:**

- 51.10.5.1.** Vendor/Contractor shall make corrections required by Owner Designated Representative and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Vendor/Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner Designated Representative on previous submittals. Costs incurred by Owner Designated Representative, and/or Owner, related to review and approval of additional submittals beyond that associated with the original submittal and one (1) re-submittal will be the responsibility of the Vendor/Contractor.

**51.10.6. Certificates of Compliance:**

- 51.10.6.1.** A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Owner Designated Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- 51.10.6.2.** All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Vendor/Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

**51.10.6.3.** The Owner Designated Representative reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.

**51.10.6.4.** The form of the Certificate of Compliance and its disposition shall be as directed by the Owner Designated Representative.

**51.11.** Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted in Paragraph 57.3 or as Owner and Vendor/Contractor may otherwise agree in writing.

**51.12.** Use of Site and Other Areas:

**51.12.1.** Limitation on Use of Site and Other Areas:

**51.12.1.1.** Vendor/Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by laws and regulations, and shall not unreasonably encumber the site and other areas with construction equipment or other materials or equipment. Vendor/Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.

**51.12.1.2.** Should any claim be made by any such owner or occupant because of the performance of the work, Vendor/Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by **arbitration** or other dispute resolution proceeding or at law.

**51.12.1.3.** To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and Sub-Contractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner Designated Representative, or any other party indemnified hereunder to the extent caused by or based upon Vendor/Contractor's performance of the work.

**51.12.2.** Removal of Debris During Performance of the Work: During the progress of the work Vendor/Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

**51.12.3.** Clean Up: The Vendor/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 Vendor/Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. If at any time during construction of this project, the Vendor/Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Vendor/Contractor shall be deducted from amounts due to the Vendor/Contractor. Prior to substantial completion of the work, Vendor/Contractor shall clean the site and the work and make it ready for utilization by Owner. At the completion of the work Vendor/Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

**51.12.4. Loading Structures:** Vendor/Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Vendor/Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

**51.13. Vendor/Contractor's General Warranty and Guarantee:**

**51.13.1.** Vendor/Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner Designated Representative and its related entities shall be entitled to rely on representation of Vendor/Contractor's warranty and guarantee. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or any inspections, test or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Bid specification.

**51.13.2.** Vendor/Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

**51.13.2.1.** Abuse, modification, or improper maintenance or operation by persons other than Vendor/Contractor, Sub-Contractors, suppliers, or any other individual or entity for whom Vendor/Contractor is responsible; or

**51.13.2.2.** Normal wear and tear under normal usage.

**51.13.3.** Vendor/Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Vendor/Contractor's obligation to perform the work in accordance with the Contract Documents:

**51.13.3.1.** Observations by Owner Designated Representative;

**51.13.3.2.** Recommendation by Owner Designated Representative or payment by Owner of any progress or final payment;

**51.13.3.3.** The issuance of a certificate of Substantial Completion by Owner Designated Representative or any payment related thereto by Owner;

**51.13.3.4.** Use or occupancy of the work or any part thereof by Owner;

**51.13.3.5.** Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner Designated Representative;

**51.13.3.6.** Any inspection, test, or approval by others; or

**51.13.3.7.** Any correction of defective work by Owner.

**51.13.4.** The Vendor/Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Board of Health or of the Owner Designated Representative.

**51.13.5.** The Vendor/Contractor shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at any outlying points determined by the Owner to be necessary to satisfy project requirements and to maintain safe operations at the landfill. If traffic control is necessary, the Vendor/Contractor shall prepare a detailed traffic control plan. This plan shall be approved in writing by the Owner prior to implementation by the Vendor/Contractor.

**51.14. Delegation of Professional Design Services:**

- 51.14.1. Vendor/Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the work or unless such services are required to carry out Vendor/Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Vendor/Contractor shall not be required to provide professional services in violation of applicable law.
- 51.14.2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Vendor/Contractor by the Contract Documents, Owner and Owner Designated Representative will specify all performance and design criteria that such services must satisfy. Vendor/Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Owner Designated Representative.
- 51.14.3. Owner and Owner Designated Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Owner Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.
- 51.14.4. Owner Designated Representative's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner Designated Representative's review and approval of shop drawings and other submittals (except design calculations and design drawings) will be only for the purpose of determining if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.
- 51.14.5. Vendor/Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

**52. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:****52.1. Availability of Lands:**

- 52.1.1. Owner shall furnish the site. Owner shall notify Vendor/Contractor of any encumbrances or restrictions not of general application but specifically related to use of the site with which Vendor/Contractor must comply in performing the work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the site or a part thereof, Vendor/Contractor may make a claim therefore as provided in the Contract Documents.
- 52.1.2. Upon reasonable written request, Owner shall furnish Vendor/Contractor with a current statement of record legal title and legal description of the lands upon which the work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable laws and regulations.
- 52.1.3. Vendor/Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.



**52.2. Subsurface and Physical Conditions:****52.2.1. Reports and Drawings:**

**52.2.1.1.** Those reports of explorations and tests of subsurface conditions at or contiguous to the site that Owner Designated Representative has used in preparing the Contract Documents; and

**52.2.1.2.** Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that Engineer has used in preparing the Contract Documents will be included in the Contract Documents as Attachments under Section X, General Requirements and Technical Specifications.

**52.2.2.** Limited reliance by Vendor/Contractor on technical data authorized: Vendor/Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Contract Documents. Except for such reliance on such "technical data," Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

**52.2.2.1.** The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Vendor/Contractor, and safety precautions and programs incident thereto; or

**52.2.2.2.** Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

**52.2.2.3.** Any Vendor/Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

**52.3. Differing Subsurface or Physical Conditions:**

**52.3.1.** Notice: If Vendor/Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

**52.3.1.1.** Is of such a nature as to establish that any "technical data" on which Vendor/Contractor is entitled to rely as provided in Paragraph 52.4 is materially inaccurate; or

**52.3.1.2.** Is of such a nature as to require a change in the Contract Documents; or

**52.3.1.3.** Differs materially from that shown or indicated in the Contract Documents; or

**52.3.1.4.** Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Owner Designated Representative in writing about such condition. Vendor/Contractor shall not further disturb such condition or perform any work in connection therewith until receipt of written order to do so.

**52.3.2.** Owner Designated Representative's Review: After receipt of written notice, Owner Designated Representative will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Vendor/Contractor) of Owner Designated Representative's findings and conclusions.

**52.3.3. Possible Price and Times Adjustments:**

**52.3.3.1.** The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Vendor/Contractor's cost of, or time required for, performance of the work; subject, however, to the following:

**52.3.3.1.1.** Such condition must meet any one (1) or more of the categories described in Paragraph 57.3; and

**52.3.3.1.2.** With respect to work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of stated in the Contract Documents.

**52.3.3.2.** Vendor/Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

**52.3.3.2.1.** Vendor/Contractor knew of the existence of such conditions at the time Vendor/Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated Contract; or

**52.3.3.2.2.** The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Vendor/Contractor prior to Vendor/Contractor's making such final commitment; or

**52.3.3.2.3.** Vendor/Contractor failed to give the written notice as required by provisions above.

**52.3.3.3.** If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a claim may be made therefore as provided in Contract Documents. However, Owner and Owner Designated Representative, and any of their related entities shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

**52.4. Underground Facilities:**

**52.4.1.** 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 Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Bid Documents:

**52.4.1.1.** Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

**52.4.1.2.** The cost of all of the following will be included in the Contract Price, and Vendor/Contractor shall have full responsibility for:

**52.4.1.2.1.** Reviewing and checking all such information and data,

- 52.4.1.2.2. Locating all Underground Facilities shown or indicated in the Contract Documents,
  - 52.4.1.2.3. Coordination of the work with the owners of such Underground Facilities, including Owner, during construction, and
  - 52.4.1.2.4. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the work.
- 52.4.1.3. The Vendor/Contractor shall locate all existing utilities, vertical and horizontal, prior to commencement of construction and any excavation.
- 52.4.2. Not Shown or Indicated:
- 52.4.2.1. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Vendor/Contractor shall be responsible for the safety and protection of such Underground Facility.
  - 52.4.2.2. If Engineer concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Vendor/Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Vendor/Contractor may make a claim therefore as provided in the Contract Documents.
- 52.4.3. Obstructions:
- 52.4.3.1. Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or bench mark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.
- 52.5. Reference Points:
- 52.5.1. Owner shall provide engineering surveys to establish reference points for construction which in Owner Designated Representative's judgment are necessary to enable Vendor/Contractor to proceed with the work. Vendor/Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make

no changes or relocations without the prior written approval of Owner. Vendor/Contractor shall report to Owner Designated Representative whenever any reference point or property monument 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 or property monuments by professionally qualified personnel.

**52.5.2.** Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The number and extent of such control will be designated to the Vendor/Contractor by the Owner Designated Representative prior to Bid opening, upon request. It shall be the responsibility of the Vendor/Contractor to check all stakes as set by the Engineer for possible error. The Vendor/Contractor shall furnish, free of charge, all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the stakes or marks are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**52.5.3.** The Vendor/Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Owner Designated Representative for, and received from him, such points as may be necessary as the work progresses. The work shall be done in strict conformity with such points.

**52.5.3.1.** Alignment Markers. The markers for alignment and location information which are shown on the plans have been previously established by a Florida Registered Land Surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The Vendor/Contractor shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The Vendor/Contractor shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Vendor/Contractor shall employ a Florida Registered Land Surveyor to reset or replace them.

**52.5.3.2.** Bench Marks. The Vendor/Contractor shall lay out his work from bench marks and elevations set by the Engineer. Bench marks and elevations set by the Engineer will be shown and explained to the Vendor/Contractor. Thereafter, these bench marks and elevations become the sole responsibility of the Vendor/Contractor, and if replacement is required, either at the request of the Vendor/Contractor or in the judgment of the Owner Designated Representative, the Vendor/Contractor shall pay for the cost of replacement. The Vendor/Contractor shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

**52.6.** Hazardous Environmental Condition at Site:

**52.6.1.** Reports and Drawings: Any reports and drawings relating to a Hazardous Environmental Condition identified at the site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents will be included in the Contract Documents as Attachments under Section X, General Requirements and Technical Specifications.

**52.6.2.** Limited Reliance by Vendor/Contractor on Technical Data Authorized: Vendor/Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Technical Specifications. Except for such reliance on such "technical data," Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

- 52.6.2.1.** The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Vendor/Contractor and safety precautions and programs incident thereto; or
- 52.6.2.2.** Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings;
- 52.6.3.** Vendor/Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the work. Vendor/Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the site by Vendor/Contractor, Sub-Contractors, suppliers, or anyone else for whom Vendor/Contractor is responsible.
- 52.6.4.** If Vendor/Contractor encounters a Hazardous Environmental Condition or if Vendor/Contractor or anyone for whom Vendor/Contractor is responsible creates a Hazardous Environmental Condition, Vendor/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Owner Designated Representative (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Owner Designated Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.
- 52.6.5.** Vendor/Contractor shall not be required to resume work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Vendor/Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such work may be resumed safely. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such work stoppage or such special conditions under which work is agreed to be resumed by Vendor/Contractor, either party may make a claim therefore as provided in the Contract Documents.
- 52.6.6.** If after receipt of such written notice Vendor/Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then Owner may order the portion of the work that is in the area affected by such condition to be deleted from the work. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the work performed by Owner's own forces or others in accordance with Paragraph 63.
- 52.6.7.** The provisions in this Paragraph do not apply to a Hazardous Environmental Condition uncovered or revealed at the site.

**53. PRE-CONSTRUCTION CONFERENCE:**

- 53.1.** Within fourteen (14) calendar days after the effective date of the Contract, but before Vendor/Contractor starts the work at the site, a conference attended by Vendor/Contractor, Owner Designated Representative, and other County staff personnel as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling shop drawings and other submittals and for processing Applications for Payment, MOT, initiation of coordination with affected utilities, Agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the work.

**54. INITIAL ACCEPTANCE OF SCHEDULES:**

- 54.1. At least ten (10) days before submission of the first Application for Payment, a conference attended by Vendor/Contractor, Owner Designated Representative, and others as appropriate will be held to review for acceptability to Owner Designated Representative. Vendor/Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and re-submit the schedules. No progress payment shall be made to Vendor/Contractor until acceptable schedules are submitted to Owner Designated Representative.
- 54.1.1. The Progress Schedule will be acceptable to Owner Designated Representative if it provides an orderly progression of the work to completion within the Contract Times. Such acceptance will not impose on Owner Designated Representative responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Vendor/Contractor from Vendor/Contractor's full responsibility therefore.
- 54.1.2. Vendor/Contractor's Schedule of Submittals will be acceptable to Owner Designated Representative if it provides a workable arrangement for reviewing and processing the required submittals.
- 54.1.3. Vendor/Contractor's Schedule of Values will be acceptable to Owner Designated Representative as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

**55. CHANGES IN THE WORK; CLAIMS:****55.1. Authorized Changes in the Work:**

- 55.1.1. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency at any time or from time to time, order additions, deletions, or revisions in the work by a Change Order. Upon receipt of any such document, Vendor/Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 55.1.2. If Owner and Vendor/Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Change Order, a claim may be made therefor as provided in the Paragraph 55.5.

55.2. Unauthorized Changes in the Work: Vendor/Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency as stated in Paragraph 51.9 or in the case of uncovering work as stated in Paragraph 58.4.

**55.3. Execution of Change Orders:**

- 55.3.1. Owner and Vendor/Contractor shall execute appropriate Change Orders recommended by Owner Designated Representative covering:
- 55.3.1.1. Changes in the work which are: (i) ordered by Owner pursuant to Paragraph 55.1, (ii) required because of acceptance of defective work pursuant to Paragraph 58.8 or Owner's correction of defective work pursuant to Paragraph 58.9, or (iii) agreed to by the parties;
- 55.3.1.2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for work actually performed in accordance with a Change Order; and
- 55.3.1.3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Owner Designated Representative pursuant to Paragraph 58; provided that, in lieu of executing any such Change Order, an appeal

may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Vendor/Contractor shall carry on the work and adhere to the Progress Schedule as provided in Paragraph 45.1.2.1.

- 55.3.2.** The Contract Price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Price shall be determined by the Owner Designated Representative. Any change in the Contract Price shall be incorporated in a Change Order.
- 55.4.** Notification to Surety: If notice of any change affecting the general scope of the work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Vendor/Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.
- 55.5.** Claims:
- 55.5.1.** Chief Procurement Officer's Decision Required: All claims, except those waived pursuant to Paragraph 59.9, shall be referred to the Chief Procurement Officer for decision. A decision by the Chief Procurement Officer shall be required as a condition precedent to any exercise by Owner or Vendor/Contractor of any rights or remedies either may otherwise have under Paragraph 58.9 or by laws and regulations in respect of such claims.
- 55.5.2.** Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 57.1. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 57.2. Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).
- 55.5.3.** Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:
- 55.5.3.1.** Deny the claim in whole or in part,
- 55.5.3.2.** Approve the claim, or
- 55.5.3.3.** Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.
- 55.5.4.** In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

**55.5.5.** Chief Procurement Officer's written action or denial pursuant to Paragraphs 55.5.3 and 55.5.4 will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 61 within thirty (30) days of such action or denial.

**55.5.6.** No claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with the provisions stated in Paragraph 57.

**56. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK:**

**56.1. Cost of the Work:**

**56.1.1.** Costs Included: The term cost of the work means the sum of all costs, except those excluded according to Paragraph 56.1.2, necessarily incurred and paid by Vendor/Contractor in the proper performance of the work. When the value of any work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of cost of the work, the costs to be reimbursed to Vendor/Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 56.1.2.

**56.1.1.1.** Payroll costs for employees in the direct employ of Vendor/Contractor in the performance of the work under schedules of job classifications agreed upon by Owner and Vendor/Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the site. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

**56.1.1.2.** Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Vendor/Contractor unless Owner deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Vendor/Contractor shall make provisions so that they may be obtained.

**56.1.1.3.** Payments made by Vendor/Contractor to Sub-Contractors for work performed by Sub-Contractors. If required by Owner, Vendor/Contractor shall obtain competitive Bids from Sub-Contractors acceptable to Owner and Vendor/Contractor and shall deliver such Bids to Owner, who will then determine, with the advice of Owner Designated Representative, which Bids, if any, will be acceptable. If any Sub-Contract provides that the Sub-Contractor is to be paid on the basis of cost of the work plus a fee, the Sub-Contractor's cost of the work and fee shall be determined in the same manner as Vendor/Contractor's cost of the work and fee as provided in this Paragraph 56.1.

**56.1.1.4.** Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.

**56.1.1.5.** Supplemental costs including the following:



- 56.1.1.5.1. The proportion of necessary transportation, travel, and subsistence expenses of Vendor/Contractor's employees incurred in discharge of duties connected with the work.
  - 56.1.1.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of Vendor/Contractor.
  - 56.1.1.5.3. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Vendor/Contractor or others in accordance with rental Agreements approved by Owner with the advice of the Owner Designated Representative, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental Agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.
  - 56.1.1.5.4. Sales, consumer, use, and other similar taxes related to the work, and for which Vendor/Contractor is liable, imposed by laws and regulations.
  - 56.1.1.5.5. Deposits lost for causes other than negligence of Vendor/Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - 56.1.1.5.6. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by Vendor/Contractor in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract Documents), provided such losses and damages have resulted from causes other than the negligence of Vendor/Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining Vendor/Contractor's fee.
  - 56.1.1.5.7. The cost of utilities, fuel, and sanitary facilities at the site.
  - 56.1.1.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressages, and similar petty cash items in connection with the work.
  - 56.1.1.5.9. Vendor/Contractor is required by the Contract Documents to purchase and maintain all bonds and insurance.
- 56.1.2. Costs Excluded: The term cost of the work shall not include any of the following items:
- 56.1.2.1. Payroll costs and other compensation of Vendor/Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and Contracting agents, expeditors, timekeepers, clerks, and other

personnel employed by Vendor/Contractor, whether at the site or in Vendor/Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 56.1.1.1 or specifically covered by Paragraph 56.1.1.4, all of which are to be considered administrative costs covered by the Vendor/Contractor's fee.

**56.1.2.1.1.** Expenses of Vendor/Contractor's principal and branch offices other than Vendor/Contractor's office at the site.

**56.1.2.1.2.** Any part of Vendor/Contractor's capital expenses, including interest on Vendor/Contractor's capital employed for the work and charges against Vendor/Contractor for delinquent payments.

**56.1.2.1.3.** Costs due to the negligence of Vendor/Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

**56.1.2.1.4.** Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 56.1.1 and 56.1.2.

**56.1.3.** Vendor/Contractor's Fee: When all the work is performed on the basis of cost-plus, Vendor/Contractor's fee shall be determined as set forth in the Agreement. When the value of any work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of cost of the work, Vendor/Contractor's fee shall be determined as set forth in Paragraph 57.1.3.

**56.1.4.** Documentation: Whenever the cost of the work for any purpose is to be determined pursuant to Paragraph 56.1, Vendor/Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner Designated Representative an itemized cost breakdown together with supporting data.

**56.2.** Allowances:

**56.2.1.** It is understood that Vendor/Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

**56.2.2.** Cash Allowances:

**56.2.2.1.** Vendor/Contractor agrees that:

**56.2.2.1.1.** The cash allowances include the cost to Vendor/Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

**56.2.2.1.2.** Vendor/Contractor's costs for unloading and handling on the site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

**56.2.3.** Contingency Allowance: Vendor/Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- 56.2.4.** Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Vendor/Contractor on account of work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**56.3. Unit Price Work:**

- 56.3.1.** Where the Contract Documents provide that all or part of the work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- 56.3.2.** 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Vendor/Contractor will be made by Owner Designated Representative subject to the provisions stated in the Contract Documents.
- 56.3.3.** Each unit price will be deemed to include an amount considered by Vendor/Contractor to be adequate to cover Vendor/Contractor's overhead and profit for each separately identified item.

**57. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES:**

**57.1. Change of Contract Price:**

- 57.1.1.** The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the Owner Designated Representative and the Chief Procurement Officer to the Contract in accordance with Paragraph 55.5.
- 57.1.2.** The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:
- 57.1.2.1.** Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions stated in Paragraph 56.3); or
- 57.1.2.2.** Where the work involved is not covered by unit prices contained in the Contract Documents, but by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 56.2.2); or
- 57.1.2.3.** Where the work involved is not covered by unit prices contained in the Contract Documents and Agreement to a lump sum is not reached under Paragraph 56.1, on the basis of the cost of the work, plus a Vendor/Contractor's fee for overhead and profit as described in Paragraph 57.1.3.
- 57.1.3. Vendor/Contractor's Fee:** The Vendor/Contractor's fee for overhead and profit shall be determined as follows:
- 57.1.3.1.** A mutually acceptable fixed fee; or
- 57.1.3.2.** If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the cost of the work:
- 57.1.3.2.1.** For costs incurred under Paragraphs 57.1.2.1 and 57.1.2.2, the Vendor/Contractor's fee shall be fifteen percent (15%);
- 57.1.3.2.2.** For costs incurred under Paragraph 57.1.2.3, the Vendor/Contractor's fee shall be five percent (5%);

- 57.1.3.2.3.** Where one (1) or more tiers of Sub-Contracts are on the basis of cost of the work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 57.1.3.2.1 is that the Sub-Contractor who actually performs the work, at whatever tier, will be paid a fee of fifteen percent (15%) of the costs incurred by such Sub-Contractor under Paragraphs 57.1.2.1 and 57.1.2.2 and that any higher tier Sub-Contractor and Vendor/Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Sub-Contractor;
- 57.1.3.2.4.** No fee shall be payable on the basis of costs itemized under Paragraphs 56.1.1.4, 56.1.1.5, and 56.1.2;
- 57.1.3.2.5.** The amount of credit to be allowed by Vendor/Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Vendor/Contractor's fee by an amount equal to five percent of such net decrease; and
- 57.1.3.2.6.** When both additions and credits are involved in any one (1) change, the adjustment in Vendor/Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 57.1.3.2.1 through 57.1.3.2.6, inclusive.

**57.1.3.3.** In such case, the Vendor/Contractor will submit in the form prescribed by the Owner, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the Owner 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 Owner. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

**57.2.** Change of Contract Times:

- 57.2.1.** The Contract Times may only be changed by a Change Order. Any claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 55.5.
- 57.2.2.** Any adjustment of the Contract Times covered by a Change Order or any claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Paragraph.

**57.3.** Delays:

- 57.3.1.** Where Vendor/Contractor is prevented from completing any part of the work within the Contract Times due to delay beyond the control of Vendor/Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Paragraph 55.5. Delays beyond the control of Vendor/Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other Vendor/Contractors performing other work as contemplated by Paragraph 64, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- 57.3.2.** If Owner, Engineer, or other Vendor/Contractors or utility owners performing other work for Owner as contemplated by Paragraph 64, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the work, then Vendor/Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Vendor/Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Vendor/Contractor's ability to complete the work within the Contract Times.

- 57.3.3.** If Vendor/Contractor is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Vendor/Contractor, then Vendor/Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Vendor/Contractor's ability to complete the work within the Contract Times. Such an adjustment shall be Vendor/Contractor's sole and exclusive remedy for the delays described in this Paragraph.
- 57.3.3.1.** Time Extensions for Delays Caused by Weather-Extensions of Contract time for delays caused by the effects of inclement weather are justified only when inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:
- (1) The Contractor being unable to work at least fifty percent (50%) of the normal work day on the predetermined controlling work items; or
  - (2) The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.
  - (3) Contractor must submit a written notice along with their updated progress schedule with their Monthly progress payment request. If no monthly progress payment is being submitted for the month, then a written notice within thirty (30) days after occurrence of the event(s) giving rise to the weather delays must be submitted to the Owner, Engineer or designated person.
- 57.3.3.2.** Project Manager/Inspector- Daily reports shall be maintained for all projects by the project manager/inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.
- 57.3.3.3.** Weather Delays for Projects- Time Extensions will be granted on a Contract day per delayed day.
- (1) The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled work days and the controlling items of work. The initial progress schedule must be approved and agreed to by Owner, Engineer, or designated person and Contractor's representative prior to the Notice to Proceed being issued and before any work has been performed and monthly when submitted with the pay request if any changes have occurred during the reporting period. No weather delays will be recognized before the Contractor actually begins work or attempts to begin work in accordance with the approved project work schedule. Weather delays will be granted only during the authorized Contract Time Period.
  - (2) The Owner, Engineer or designated person shall review the request and the daily reports and determine if these delays are authorized. A written response will be given to the Contractor/Vendor within five (5) business days after receipt of the request. The Chief Procurement Officer will be provided a copy of this letter and any related correspondence.
- 57.3.4.** Owner, Engineer and the related entities of each of them shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.
- 57.3.5.** Vendor/Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Vendor/Contractor. Delays attributable to and within the control of a Sub-Contractor or supplier shall be deemed to be delays within the control of Vendor/Contractor.

**58. TESTS & INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:**

- 58.1.** Notice of Defects: Prompt notice of all defective work of which Owner or Engineer has actual knowledge will be given to Vendor/Contractor. All defective work may be rejected, corrected, or accepted as provided in this Paragraph.
- 58.2.** Access to Work: Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and the work at reasonable times for their observation, inspecting, and testing. Vendor/Contractor shall provide them proper and safe conditions for such access and advise them of Vendor/Contractor's site safety procedures and programs so that they may comply therewith as applicable.
- 58.3.** Tests and Inspections:
- 58.3.1.** Vendor/Contractor shall give Engineer timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 58.3.2.** Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
- 58.3.2.1.** For inspections, tests, or approvals covered by Paragraphs 58.3.3 and 58.3.4 below;
- 58.3.2.2.** That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 58.3.2 shall be paid according to Paragraph 58.3.4; and
- 58.3.2.3.** As otherwise specifically provided in the Contract Documents.
- 58.3.3.** If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Vendor/Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner Designated Representative the required certificates of inspection or approval.
- 58.3.4.** Vendor/Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Owner Designated Representative's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Vendor/Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Owner Designated Representative.
- 58.3.5.** If any work (or the work of others) that is to be inspected, tested, or approved is covered by Vendor/Contractor without written concurrence of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for observation.
- 58.3.6.** Uncovering work as provided in Paragraph 58.4 shall be at Vendor/Contractor's expense unless Vendor/Contractor has given Engineer timely notice of Vendor/Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- 58.3.7.** Periodic inspections will be held throughout the work at the discretion of the Owner and Engineer to verify progress and compliance to Contract Documents, pay requests and general quality control.
- 58.3.8.** Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punch-list of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Vendor/Contractor, Owner Designated Representative and Owner.

**58.3.9.** Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be mandatory prior to approval of final pay request. Finals shall be made with a representative of the Vendor/Contractor, Engineer and Owner.

**58.4.** Uncovering Work:

**58.4.1.** If any work is covered contrary to the written request of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.

**58.4.2.** If Owner Designated Representative considers it necessary or advisable that covered work be observed by Owner Designated Representative or inspected or tested by others, Vendor/Contractor, at Owner Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material, and equipment.

**58.4.3.** If it is found that the uncovered work is defective, Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Paragraph 55.5.

**58.4.4.** If, the uncovered work is not found to be defective, and there are no related inspection requirements in the Contract Documents, Vendor/Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Vendor/Contractor may make a claim therefore as provided in Paragraph 55.5.

**58.5.** Owner Designated Representative May Stop the Work: If the work is defective, or Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the Contract Documents, Owner may order Vendor/Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor/Contractor, any Sub-Contractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**58.6.** Correction or Removal of Defective Work:

**58.6.1.** Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner Designated Representative, remove it from the Project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

**58.6.2.** When correcting defective work under the terms of this Paragraph or the Paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.

**58.7. Correction Period:**

**58.7.1.** If within one (1) year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

**58.7.1.1.** Repair such defective land or areas; or

**58.7.1.2.** Correct such defective work; or

**58.7.1.3.** If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and

**58.7.1.4.** Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

**58.7.2.** If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.

**58.7.3.** In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.

**58.7.4.** Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under Paragraph 58.6, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

**58.7.5.** Vendor/Contractor's obligations under Paragraph 58.6 are in addition to any other obligation or warranty. The provisions of Paragraph 58.6 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

**58.8. Acceptance of Defective Work:** If, instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Owner Designated Representative's recommendation of final payment, Owner Designated Representative) prefers to accept it, Owner may do so. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner Designated Representative as to reasonableness) and the diminished value of the work to the extent not otherwise paid by Vendor/Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner Designated Representative's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Paragraph 55.5. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Vendor/Contractor to Owner.



- 59.2.2.3.2.** That there may not be other matters or issues between the parties that might entitle Vendor/Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Vendor/Contractor.
- 59.2.2.4.** Neither Owner Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor Owner Designated Representative's recommendation of any payment, including final payment, will impose responsibility on Owner Designated Representative:
- 59.2.2.4.1.** To supervise, direct, or control the work, or
- 59.2.2.4.2.** For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
- 59.2.2.4.3.** For Vendor/Contractor's failure to comply with laws and regulations applicable to Vendor/Contractor's performance of the work, or
- 59.2.2.4.4.** To make any examination to ascertain how or for what purposes Vendor/Contractor has used the moneys paid on account of the Contract Price, or
- 59.2.2.4.5.** To determine that title to any of the work, materials, or equipment has passed to Owner free and clear of any liens.
- 59.2.2.5.** Owner Designated Representative may refuse to recommend the whole or any part of any payment if, in Owner Designated Representative's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 59.2.2.2. Owner Designated Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner Designated Representative's opinion to protect Owner from loss because:
- 59.2.2.5.1.** The work is defective, or completed work has been damaged, requiring correction or replacement;
- 59.2.2.5.2.** The Contract Price has been reduced by Change Orders;
- 59.2.2.5.3.** Owner has been required to correct defective work or complete work in accordance with Paragraph 58.9; or
- 59.2.2.5.4.** Owner Designated Representative has actual knowledge of the occurrence of any of the events enumerated in Paragraph 60.5.
- 59.2.3.** Payment Becomes Due: The Application for Payment, and all of the required Federal and State submittals, with the Owner Designated Representative's recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount, less any reduction under the provisions of Paragraph 59.2.5, will become due twenty-five (25) business days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Vendor/Contractor.
- 59.2.4.** Payment to Vendor/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

**59.2.5. Reduction in Payment:**

- 59.2.5.1.** Owner may refuse to make payment of the full amount recommended by Owner Designated Representative because:
- 59.2.5.1.1.** Claims have been made against Owner on account of Vendor/Contractor's performance or furnishing of the work;
  - 59.2.5.1.2.** Liens have been filed in connection with the work, except where Vendor/Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;
  - 59.2.5.1.3.** The Vendor/Contractor's performance or furnishing of the work is inconsistent with funding Agency requirements;
  - 59.2.5.1.4.** There are other items entitling Owner to a set-off against the amount recommended; or
  - 59.2.5.1.5.** Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 59.2.2.5.1 through 59.2.2.5.3 or Paragraph 60.5.
- 59.2.5.2.** If Owner refuses to make payment of the full amount recommended by Owner Designated Representative, Owner will (in no case more than twenty (20) business days after receipt and twenty-five (25) business days for payment) give Vendor/Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Vendor/Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Vendor/Contractor, when Vendor/Contractor corrects to Owner's satisfaction the reasons for such action.
- 59.2.5.3.** If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 59.2.3.
- 59.2.5.4.** No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Vendor/Contractor.

**59.3. Vendor/Contractor's Warranty of Title:**

- 59.3.1.** Vendor/Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Vendor/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 Vendor/Contractor or such other person.
- 59.3.2.** In compliance with the above and as verification of the Vendor/Contractor's compliance with applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), concerning payment to Sub-Contractors and suppliers, the Vendor/Contractor, in addition to any other payment provisions set in this Contract, shall prior to submission of the second (2<sup>nd</sup>) Application for Payment, produce for the Owner evidence, in the form of Releases of Lien or Sub-Contractor(s)/suppliers affidavits of payment received, that all Sub-Contractors and

suppliers have been paid any sum or sums then due within the time periods so specified. This reporting process shall be repeated following each succeeding payment to the Vendor/Contractor throughout the life of the Contract. A failure on the part of the Vendor/Contractor to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases or payment affidavits are provided.

**59.4. Partial Utilization:**

- 59.4.1.** Prior to Substantial Completion of all the work, Owner may use or occupy any substantially completed part of the work which has specifically been identified in the Contract Documents, or which Owner, Owner Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by Owner for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.
- 59.4.1.1.** Owner at any time may request Vendor/Contractor in writing to permit Owner to use or occupy any such part of the work which Owner believes to be ready for its intended use and substantially complete. If and when Vendor/Contractor agrees that such part of the work is substantially complete, Vendor/Contractor will certify to Owner and Owner Designated Representative that such part of the work is substantially complete and request Owner Designated Representative to issue a certificate of Substantial Completion for that part of the work.
- 59.4.1.2.** Vendor/Contractor at any time may notify Owner and Owner Designated Representative in writing that Vendor/Contractor considers any such part of the work ready for its intended use and is thus substantially complete and may request Owner Designated Representative to issue a certificate of Substantial Completion for that part of the work.
- 59.4.1.3.** Within a reasonable time after either such request, Owner, Vendor/Contractor, and Owner Designated Representative shall make an inspection of that part of the work to determine its status of completion. If Owner Designated Representative does not consider that part of the work to be substantially complete, Owner Designated Representative will notify Owner and Vendor/Contractor in writing giving the reasons therefore. If Owner Designated Representative considers that part of the work to be substantially complete, the provisions stated herein will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.
- 59.4.1.4.** No use or occupancy or separate operation of part of the work may occur prior to compliance with the requirements of the Contract Documents regarding property insurance.

**59.5. Substantial Completion:**

- 59.5.1.** When Vendor/Contractor considers the entire work ready for its intended use Vendor/Contractor shall notify Owner and Owner Designated Representative in writing that the entire work is substantially complete (except for items specifically listed by Vendor/Contractor as incomplete) and request that the Owner issue a certificate of Substantial Completion.
- 59.5.2.** Promptly after Vendor/Contractor's notification, Owner, Agency, Vendor/Contractor, and Owner Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If Owner Designated Representative does not consider the work substantially complete, Owner Designated Representative will notify Vendor/Contractor in writing giving the reasons therefore.
- 59.5.3.** If the Owner Designated Representative considers the work substantially complete, Owner Designated Representative will deliver to Owner a tentative certificate of Substantial Completion

which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Owner Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, Owner Designated Representative concludes that the work is not substantially complete, Owner Designated Representative will within fourteen (14) days after submission of the tentative certificate to Owner notify Vendor/Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Owner Designated Representative considers the work substantially complete, Owner Designated Representative will within said fourteen (14) days execute and deliver to Owner and Vendor/Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Owner Designated Representative believes justified after consideration of any objections from Owner.

- 59.5.4.** At the time of delivery of the tentative certificate of Substantial Completion, Owner Designated Representative will deliver to Owner and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Vendor/Contractor agree otherwise in writing and so inform Owner Designated Representative in writing prior to Owner Designated Representative's issuing the definitive certificate of Substantial Completion, Owner Designated Representative's aforesaid recommendation will be binding on Owner and Vendor/Contractor until final payment.
- 59.5.5.** Owner shall have the right to exclude Vendor/Contractor from the site after the date of Substantial Completion subject to allowing Vendor/Contractor reasonable access to complete or correct items on the tentative list.
- 59.6.** Final Inspection: Upon written notice from Vendor/Contractor that the entire work or an agreed portion thereof is complete, Owner Designated Representative will promptly make a final inspection with Owner, Agency, and Vendor/Contractor and will notify Vendor/Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Vendor/Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.
- 59.7.** Final Payment:
- 59.7.1.** Application for Payment:
- 59.7.1.1.** After Vendor/Contractor has, in the opinion of Owner Designated Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, Vendor/Contractor may make application for final payment following the procedure for progress payments.
- 59.7.1.2.** The final Application for Payment shall be accompanied (except as previously delivered) by:
- 59.7.1.2.1.** All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 41;
- 59.7.1.2.2.** Consent of the surety, if any, to final payment;
- 59.7.1.2.3.** A list of all claims against Owner that Vendor/Contractor believes are unsettled; and

**59.7.1.2.4.** Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.

**59.7.1.3.** In lieu of the releases or waivers of liens specified in Paragraph 59.7.1.2.4 and as approved by Owner, Vendor/Contractor may furnish receipts or releases in full and an affidavit of Vendor/Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Sub-Contractor or supplier fails to furnish such a release or receipt in full, Vendor/Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

**59.7.2.** Owner Designated Representative's Review of Application and Acceptance:

**59.7.2.1.** If, on the basis of Owner Designated Representative's observation of the work during construction and final inspection, and Owner Designated Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner Designated Representative is satisfied that the work has been completed and Vendor/Contractor's other obligations under the Contract Documents have been fulfilled, Owner Designated Representative will, within ten (10) days after receipt of the final Application for Payment, indicate in writing Owner Designated Representative's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Owner Designated Representative will also give written notice to Owner and Vendor/Contractor that the work is acceptable to the provisions as described in Paragraph 59.7. Otherwise, Owner Designated Representative will return the Application for Payment to Vendor/Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Vendor/Contractor shall make the necessary corrections and resubmit the Application for Payment.

**59.7.3.** Payment Becomes Due: After the presentation to Owner of the Application for Payment and accompanying documentation to include all of the required federal and state submittals, the Owner will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), pay the Vendor/Contractor the amount recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

**59.8.** Final Completion Delayed: If, through no fault of Vendor/Contractor, final completion of the work is significantly delayed, and if Owner Designated Representative so confirms, Owner shall, upon receipt of Vendor/Contractor's final Application for Payment (for work fully completed and accepted) and recommendation of Owner Designated Representative, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by Owner 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 Paragraph 17, 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 Vendor/Contractor to Owner Designated Representative with the Application for 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. The remaining balance of any sum included in the final Application for Payment but held by Owner for work not fully completed and accepted will become due when the work is fully completed and accepted.

**59.9.** Waiver of Claims: The making and acceptance of final payment will constitute:

**59.9.1.** A waiver of all claims by Owner against Vendor/Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Paragraph 58.6, from

failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Vendor/Contractor's continuing obligations under the Contract Documents; and

- 59.9.2.** A waiver of all claims by Vendor/Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.
- 59.10. Vendor/Contractor's Continuing Obligation:** The Vendor/Contractor's obligation to perform the work and complete the work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Vendor/Contractor under the Contract Documents, any use or occupancy of the work 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.
- 59.11. Contract Closeout:**
- 59.11.1. Pre-final and Final Inspections:**
- 59.11.1.1.** Upon completion of work, Vendor/Contractor shall submit written certification that the Contract Documents have been reviewed, the work has been inspected by the Vendor/Contractor, and that the work is substantially complete in accordance with the Contract Document and ready for Engineer/Owner Designated Representative's inspection.
- 59.11.1.2.** At this time the representatives of the Vendor/Contractor, Engineer/Owner Designated Representative's and Owner shall make a pre-final/substantial completion inspection with reasonable promptness. If the work is complete or defective, Engineer/Owner Designated Representative will notify the Contractor to remedy these deficiencies by insurance of a pre-final punch-list.
- 59.11.1.3.** Upon written notification from the Vendor/Contractor of substantial complete of the pre-final punch list items, the Engineer/Owner Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Contract, Engineer, and Owner Designated Representative shall be present for the final inspection.
- 59.11.1.4.** Vendor/Contractor shall submit the final signed and sealed As-Built drawings ten (10) days prior to the final inspection and provide all other submittals to the Engineer/Owner Designated Representative's that are required.
- 59.11.2. Project Record Documents:** The Vendor/Contractor shall maintain on site, one (1) set of the following record documents; recording actual revisions of the work commensurate with the construction progress:
- 59.11.2.1.** Contract Drawings
- 59.11.2.2.** Specifications
- 59.11.2.3.** Addenda
- 59.11.2.4.** Change Orders and other modification to the Contract
- 59.11.2.5.** Reviewed (and approved) Shop Drawings & Product Data
- 59.11.2.6.** Permits
- 59.11.3. Closeout Submittals:** When the Engineer/Owner Designated Representative's has determined that the work is acceptable under the Contract Documents, and the Contract is fully performed, the Vendor/Contractor shall prepare and submit his final Applicable for Payment to the Engineer/Owner Designated Representative's with the following:
- 59.11.3.1.** Contractor's Lien Waiver in the full amount of the Contract Sum.

- 59.11.3.2. Lien Waivers from all Sub-Contractors and material suppliers who have furnished for the work under Contract with the Contactor or Sub-Contractor. The lien waivers shall be in the full amount of the Contract involved.
- 59.11.3.3. Consent of Surety to final payment.
- 59.11.3.4. Evidence of compliance with governing authorities.
- 59.11.3.5. Certifications of inspections from all required agencies and departments, as needed.
- 59.11.3.6. Warranties and Maintenance Bond.
- 59.11.3.7. Confirmation from Florida Department of Environmental Protection the National Pollution Discharge Elimination System Notice of Termination (NOT) has been filed.
- 59.11.3.8. Any outstanding documentation and/or reports necessary to insure compliance with FDOT requirements.
- 59.11.3.9. As-Built documents prepared in accordance with the Contract Documents and signed and sealed by a professional Surveyor and Mapper, registered in the State of Florida and all other requirements as set forth in the Contract Documents.

## **60. TERMINATION AND SUSPENSION OF WORK:**

### **60.1. Termination for Default:**

- 60.1.1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:
  - 60.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - 60.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
  - 60.1.1.3. Make progress so as to endanger performance of this Contract.
  - 60.1.1.4. Perform any of the other provisions of this Contract.
- 60.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor/consultant) through the Chief Procurement Officer, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the Contract. This liability includes any increased costs incurred by the County in completing Contract performance.
- 60.1.3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Vendor/Contractor shall:
  - 60.1.3.1. Stop work on the date and to the extent specified.

- 60.1.3.2. Terminate and settle all orders and Sub-Contracts relating to the performance of the terminated work.
  - 60.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
  - 60.1.3.4. Continue and complete all parts of that work that have not been terminated.
- 60.1.4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.
- 60.2. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.
- 60.3. Vendor/Contractor May Stop Work or Terminate:
  - 60.3.1. If, through no act or fault of Vendor/Contractor, (i) the work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, then Vendor/Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner.
  - 60.3.2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, Vendor/Contractor may, seven (7) days after written notice to Owner and Engineer, stop the work until payment is made of all such amounts due Vendor/Contractor, including interest thereon. The provisions of this Paragraph are not intended to preclude Vendor/Contractor from making a claim as described in Paragraph 55.5 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Vendor/Contractor's stopping the work as permitted by this Paragraph.
- 60.4. Owner May Suspend Work: Owner may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Vendor/Contractor and Engineer which will fix the date on which work will be resumed. Vendor/Contractor shall resume the work on the date so fixed. Vendor/Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Vendor/Contractor makes a claim therefore as provided in Paragraph 55.5.
- 60.5. Owner May Terminate for Cause:
  - 60.5.1. The occurrence of any one (1) or more of the following events will justify termination for cause:
    - 60.5.1.1. Vendor/Contractor's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 45.1.2.1 as adjusted from time to time pursuant to Paragraph 51.3);



- 60.5.1.2.** Vendor/Contractor's disregard of laws or regulations of any public body having jurisdiction;
- 60.5.1.3.** Vendor/Contractor's disregard of the authority of Engineer; or
- 60.5.1.4.** Vendor/Contractor's violation in any substantial way of any provisions of the Contract Documents.
- 60.5.2.** If one (1) or more of the events identified in Paragraph 60.5.1 occur, Owner may, after giving Vendor/Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Vendor/Contractor:
- 60.5.2.1.** In exercising the rights and remedies under Paragraph 58.9, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site (without liability to Vendor/Contractor for trespass or conversion), take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under Paragraph 58.9.
- 60.5.2.2.** Complete the work as Owner may deem expedient.
- 60.5.3.** If Owner proceeds as provided in Paragraph 60.5.2 above, Vendor/Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Vendor/Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Vendor/Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the work performed.
- 60.5.4.** Notwithstanding Paragraphs 60.5.2 and 60.5.3, Vendor/Contractor's services will not be terminated if Vendor/Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.
- 60.5.5.** Where Vendor/Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Vendor/Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Vendor/Contractor by Owner will not release Vendor/Contractor from liability.
- 60.5.6.** If and to the extent that Vendor/Contractor has provided a performance bond under the provisions of Paragraph 17, the termination procedures of that bond shall supersede the provisions of Paragraphs 60.5.2 and 60.5.3.
- 60.6.** Litigation:
- 60.6.1.** Should the Owner be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Vendor/Contractor shall not be entitled to any claim or damages, or otherwise, nor may the Vendor/Contractor withdraw from the Contract except by and with the consent of the

Owner. The Vendor/Contractor shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the Owner Designated Representative.

- 60.6.2.** If the Owner is permanently prohibited or enjoined from proceeding with the work herein contemplated, the Owner may terminate this Contract and pay the Vendor/Contractor a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Vendor/Contractor. The sum thus computed shall be paid to the Vendor/Contractor within thirty (30) days after the Owner shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

## **61. DISPUTE RESOLUTION:**

- 61.1.** Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision as provided in Paragraph 55.5 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect as described in Paragraph 55.5.5.
- 61.2.** Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- 61.3.** If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 55.5.3 or 55.5.4 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
- 61.3.1.** Agrees with the other party to submit the claim to another dispute resolution process, or
- 61.3.2.** Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

## **62. MISCELLANEOUS:**

- 62.1. Giving Notice:**
- 62.1.1.** Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
- 62.1.1.1.** Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
- 62.1.1.2.** Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 62.2. Computation of Times:** 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.
- 62.3. Cumulative Remedies:** The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the

Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

- 62.4. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work or termination or completion of the Contract or termination of the services of Vendor/Contractor.
- 62.5. Headings: Article and Paragraph headings are inserted for convenience only and do not constitute parts of these Contract Documents.
- 62.6. Specification and Drawings Furnished by the Owner: All specifications, drawings and copies thereof furnished by the Owner shall remain its property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.
- 62.7. Laws and Ordinances: The Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Hernando County.
- 62.8. Vehicle Licensing: All prime Vendor/Contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The cost shall be borne by the Vendor/Contractor. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.
- 62.9. Handicapped Non-discrimination: The Vendor/Contractor will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

### 63. OTHER WORK AT THE SITE:

#### 63.1. Related Work at Site:

- 63.1.1. Owner may perform other work related to the project at the site with Owner's employees, or via other direct Contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
- 63.1.1.1. Written notice thereof will be given to Vendor/Contractor prior to starting any such other work; and
- 63.1.1.2. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a claim may be made therefore as provided in Paragraph 55.5.
- 63.1.2. Vendor/Contractor shall afford other Vendor/Contractors who are a party to such a direct Contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the work with theirs. Vendor/Contractor shall do all cutting, fitting, and patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Vendor/Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner Designated Representative and the others whose work will be affected. The duties and responsibilities of Vendor/Contractor under this Paragraph are for the benefit of such utility owners and other Vendor/Contractors to the extent that there are comparable provisions for the benefit of Vendor/Contractor in said direct Contracts between Owner and such utility owners and other Vendor/Contractors.

**63.1.3.** If the proper execution or results of any part of Vendor/Contractor's work depends upon work performed by others under Paragraph 63, Vendor/Contractor shall inspect such other work and promptly report to Owner Designated Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Vendor/Contractor's work. Vendor/Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Vendor/Contractor's work except for latent defects and deficiencies in such other work.

**63.2. Coordination:**

**63.2.1.** If Owner intends to Contract with others for the performance of other work on the project at the site, the following will be set forth in the Contract Documents:

**63.2.1.1.** The individual or entity who will have authority and responsibility for coordination of the activities among the various Vendor/Contractors will be identified;

**63.2.1.2.** The specific matters to be covered by such authority and responsibility will be itemized; and

**63.2.2.** Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

**64. MATERIAL SAFETY DATA SHEETS:**

**64.1.** In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes (Current Edition), it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

**65. TRENCH SAFETY ACT:**

**65.1.** Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes (current version), and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (sub-part P) as amended. All costs associated with complying with these requirements shall be included in the Bid. The Trench Safety Act Compliance Form attached in Section VIII, Attachment 11, must be submitted with the Bid.

**66. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473 (Current Edition):**

**66.1.** Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan list, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not Contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an Attachment to this Solicitation. Submitting a false certification shall be deemed a material breach of Contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

**SECTION V - SUPPLEMENTARY CONDITIONS FOR FEDERAL/STATE REQUIREMENTS**

Not Applicable

**SECTION VI - SCOPE AND SPECIFICATIONS****67. SCOPE OF WORK:**

- 67.1. The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Hernando County Detention Center Elevator Modernization Project, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.

**68. PROJECT DESCRIPTION:**

- 68.1. This project consists of modernizing one (1) hydraulic passenger elevator. This includes all work as may be required to comply fully with American Society of Mechanical Engineers (ASME) A17.1 and all other applicable codes for fully functional elevator systems. The work includes the removal of existing, and the installation of new, electrical and mechanical systems specified herein including material and labor.
- 68.1.1. Construction Schedule shall be thirty (30) days from Notice to Proceed (NTP) to substantial completion and thirty (30) days to final completion, sixty (60) days total. No scheduled benchmarks to be done other than completions stated.
- 68.1.2. Background checks for all Vendor/Contractor staff is required prior to start of work. Checks will be performed by the Hernando County Sheriff Office (HCSO) staff at no cost.
- 68.1.3. The Hernando County Detention Center has security protocols which will be discussed in detail during the pre-bid and pre-con meetings with HCSO staff, but as a preamble for the bid document;
- 68.1.3.1. Have all persons without proper Hernando County Sheriff's Office identification sign in prior to facility entry. All entries will be made in the Hernando County Detention Center Entry Log.
- 68.1.3.2. Vendor/Contractor workers should be easily identified and have credentials that indicate site access at all times.
- 68.1.3.3. Access to the secured part of the facility will be authorized by the designated staff member and escorted by a County Maintenance Employee.
- 68.1.3.4. All requests for after-hours access to the Hernando County Detention Center premises shall be made through the Detention Security Staff.
- 68.1.3.5. Vendor/Contractors are responsible for complying with all applicable Hernando County Detention Center policies, procedures, guidelines and, minimum security standards to include ensuring that mandated sign in/sign out procedures are conducted by all Vendor/Contractor workers on a daily basis.
- 68.1.3.6. Check-in/out tools entering the facility and ensure that tool inventory logs are maintained by those in control of said tools, at all times while working in the facility.
- 68.1.3.7. Prior to leaving the Hernando County Detention premises and/or at the completion of the work day, all Vendor/Contractors must ensure they sign out of the Hernando County Detention Center Entry Log.
- 68.2. The Vendor/Contractor shall comply with all applicable OSHA workplace safety requirements and shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

**69. LOCATION OF THE WORK:**

69.1. The work to be performed in this Contract will be performed on Hernando County Detention Center, 16425 Spring Hill Drive, Brooksville, in Hernando County, Florida.

**70. GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS:**

70.1. Refer to Section X, Exhibit A for General Requirements and Technical Specifications.

**71. SURVEY CONTROL: NA**

**72. TRAFFIC CONTROL: NA**

**END OF SECTION VI - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SECTION VII - BID FORM**

**BID FORM**

**FOR**

**ITB NO. 22-C00056/DK – HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT**

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Solicitation for the amounts specified in this Bid Form, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total Bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Bid Form for various items are estimated only and may be increased or decreased as provided in the Contract.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	0	0
2	PERMITS	LS	1	\$350 <sup>00</sup>	\$350 <sup>00</sup>
3	ELEVATOR MODERNIZATION (EXCLUDING INTERIOR FINISHES)	LS	1	\$140,303	\$140,303
4	ELEVATOR INTERIOR FINISHES	LS	1	\$8,989 <sup>00</sup>	\$8,989 <sup>00</sup>
5	HVAC INSTALLATION (MATERIAL AND LABOR)	LS	1	5,000 <sup>00</sup>	5,000 <sup>00</sup>

TOTAL BASE BID: \$154,642<sup>00</sup>

TOTAL BASE BID (in words): One hundred fifty-four thousand Six hundred forty-two DOLLARS

Rightway Elevator  
Company Name

[Signature]  
Authorized Signature

**This document must be completed and returned with your Submittal.**

**SECTION VII - BID FORM Continued**

**BID SUBMISSION**

**FOR**

**ITB NO. 22-C00056/DK – HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT**

The Board of County Commissioners  
Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Agreement Form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, Plans and Specifications and other Contract Documents, with the Bond Requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the:

**HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT**

in full accordance with the drawings and specifications prepared in accordance with your Advertisement for Bids, Instruction to Bidders, Agreement and all other documents related thereto on file in the Office of the Hernando County Purchasing and Contracts Department and if awarded the Contract, to complete said work within the time limits specified for their Bid price.

Right Way Elevator  
COMPANY NAME

9790 16TH ST N  
MAILING ADDRESS

St Petersburg FL 33716  
CITY, STATE AND ZIP CODE

  
AUTHORIZED SIGNATURE

Thomas Plante Sales Rep  
CONTACT PERSON (Name) (Title)

Thomas L. Plante  
NAME (Print)

Ph 727-686-6955 Fax 727-827-2232  
TELEPHONE NO. - FAX NO. - EMAIL ADDRESS

tplante@rightwayelevator.com

Inquiries regarding this Invitation for Bid may be directed to Diane Kafrissen, Purchasing Agent II, at telephone number 352-754-4020 or email [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with a copy to [DKafrissen@hernandocounty.us](mailto:DKafrissen@hernandocounty.us).

IMPORTANT NOTE: When completing your Bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's Bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your Bid being declared non-responsive as these changes will be considered a counteroffer to the County's Bid.

**This document must be completed and returned with your Submittal.**



PROPOSAL ONE (1)

TO HERNANDO COUNTY, FLORIDA for

?

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

and doing such other work incidental thereto, all in accordance with the Contract documents, marked

\_\_\_\_\_

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding Contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the Proposal, as Bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in the Proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will Contract with Hernando County, Florida in the form of Contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL TWO (2)

If the foregoing Proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory Contract as stated in the Advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the Proposal Bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on \_\_\_\_\_ Bank, **TBD**  
for the sum of: \_\_\_\_\_ (\$\_\_\_\_\_).

The full names and residences of all persons and parties interested in the foregoing Bid are as follows:

(If Corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of Agreement whereby such person's improvements, enrichment, employment of possible benefit, whether Sub-Contractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

NAMES:

Thomas Plante  
Rightway Elevator

ADDRESSES:

9790 16TH ST N  
St Petersburg FL 33716

Signature of Bidder

*[Handwritten Signature]*

(The Bidder must indicate whether a Corporation, Partnership, Company or Individual)

PROPOSAL THREE (3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice-President, he must, by affidavit, show his authority to bind the Corporation.

By: TPL Title: Sales Rep

Business Address of Bidder: 9790 16TH ST N

City/State/Zip: St Petersburg, FL 33716

Dated at: 3:PM, this 3 day of May A.D., 2022

**SECTION VIII  
REQUIRED FORMS AND  
CERTIFICATIONS WITH BID SUBMISSION**

**SECTION VIII  
ATTACHMENT 2**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (current version), hereby certify that,  
(print or type name of firm) Right Way Elevator

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

[Signature]

Authorized Signature

5-4-22

Date Signed

State of: Florida

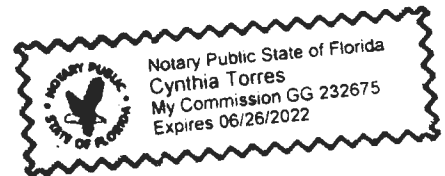
County of: Pinellas

Sworn to and subscribed before me this 4 day of May, 20 22

Personally known \_\_\_\_\_ or Produced Identification DL  
(Specify Type of Identification)

Cindy Torres  
Signature of Notary

My Commission Expires: 6/26/2022



**This document should be completed and returned with your Submittal.**

**SECTION VIII  
ATTACHMENT 3**

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO  
COUNTY EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret Agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

RightWay Elevator / Thomas Post \* being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above Bid/Proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said Bid/Proposal; and that affiant makes the above Bid/Proposal with no past or present collusion with any other person, firm or corporation.

[Signature]  
Affiant

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 4 day of May, 2022

by DL, who is personally known to me or who has produced as identification and who did take an oath.

Notary Public: Cynthia Torres  
My Commission Expires: 6/26/2022



\*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

**This document should be completed and returned with your Submittal.**

**SECTION VIII  
ATTACHMENT 4**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES (current version), IN PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to

County of Hernando

by Thomas Plante Sales Rep  
[print individual's name and title]

for Right Way Elevator  
[print name of entity submitting sworn statement]

whose business address is 9790 16TH ST N St Petersburg, FL 33716

(if applicable) its Federal Employer Identification Number (FEIN) is 46-0877037  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) :

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts

or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

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

\_\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

[Signature] 5-4-22  
[signature] [date]

STATE OF FLORIDA  
COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority

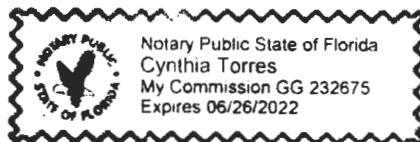
Thomas Plante who, after first being  
[Name of Individual Signing]

sworn by me, affixed his signature in the space provided above on this

4 day of May 2022 Cynthia Torres  
NOTARY PUBLIC

My commission expires: 6/26/2022

This document should be completed and returned with your Submittal.






**SECTION VIII  
ATTACHMENT 5**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

Name	<u>Ryan Coley</u>	Title	<u>President</u>	Phone No	<u>727-301-7196</u>
	<u>Alex Casa</u>		<u>VP Sales</u>		<u>727-688-2457</u>
	<u>Thomas Plante</u>		<u>Sales Rep</u>		<u>727-686-6955</u>
	<u>Cindy Torres</u>		<u>Office Mgr</u>		<u>813-812-2252</u>

  
 (Signature)  
Sales Rep  
 (Title)  
Right Way Elevator  
 (Name of Business)

The Vendor/Contractor shall complete and submit the following information with the Bid or proposal:

**Type of Organization**

Sole Proprietorship       Partnership  
 Joint Venture       Corporation

State of Incorporation: Florida  
 Federal I.D. is 46-0877037

**This document should be completed and returned with your Submittal.**

**SECTION VIII  
ATTACHMENT 6**

**VENDOR/CONTRACTOR INFORMATION**

In addition to General conditions, your BID/PROPOSAL may be disqualified if the following Vendor/Contractor information is not returned with your BID/PROPOSAL.

Vendor/Contractor is:

- (  ) Corporation
- (  ) Partnership
- (  ) Sole Proprietorship
- (  ) Other \_\_\_\_\_ (Explain)

Federal Employer Identification Number: 46-0877037

Please attach your completed W-9 Form

PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.

Firm Name: Right Way Elevator Maintenance Inc

Mailing Address: 9790 16th St N

City St Petersburg State FL Zip 33716

Telephone No. 727-686-6955 Fax No. 727-827-2238

Web Address: RightWayElevator.com EMail: tplants@rightwayelevator.com

Commodity or Service Supply: Elevator Sales, Service, Repair, modernization

If remittance address is different from the mailing address so indicate below.

Firm Name: NO

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- (  ) Please check this box if you accept the ACH electronic payment method.  
(Recommended and Preferred)

Signature: [Handwritten Signature]

Name & Title Printed: Sales Rep Thomas Plants

**This document should be completed and returned with your Submittal.**

**SECTION VIII  
ATTACHMENT 7**

**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

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

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Thomas L. Plante Sales Rep  
[Print individual's name and title]

for RightWay Elevator Thomas Plante  
[Print name of Company/Individual submitting sworn statement]

Whose business address is 9790 16th St N St Petersburg FL

(If applicable) its Federal Employer Identification Number (FEIN) is 46-0877037

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement) :

2. **LOCAL PREFERENCE ELIGIBILITY**

A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote? YES  NO

B. Proof of Real Property Tax Submitted with Affidavit: YES NO

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]  
[Signature]

5-4-22  
[Date]

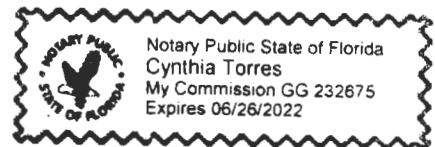
STATE OF FLORIDA  
COUNTY OF Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority Thomas Plante who, after first being Sworn by me, affixed his signature in the space provided above on this 4 Day of May, 2022.

Cynthia Torres  
NOTARY PUBLIC

My commission expires: 6/26/2022

Personally Known \_\_\_\_\_ or Produced Identification DL  
Type of Identification Produced \_\_\_\_\_



**SECTION VIII**  
**ATTACHMENT 8**  
**HERNANDO COUNTY**  
**E-VERIFY CERTIFICATION**

Bid/Contract No: 22-C00056/DK.

Financial Project No(s): ?

Project Description: Elevator Modernization

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: RightWay Elevator

Authorized Signature: [Signature]

Print Name: Thomas Plante

Title: Sales Rep

Date: 5-4-22

**This document should be completed and returned with your Submittal.**

**SECTION VIII  
ATTACHMENT 9**

**CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL PACKAGE  
REQUIREMENTS**

**A. REFERENCES FOR BIDDER:**

Bidder must provide a minimum of three (3) references. Required format for references is provided at the end of this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

- Project at substantial completion or completed within the last seven (7) years.
- Constructed value of at least \$100,000.00.
- Similar in size and scope to the HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT

**B. KEY SUBCONTRACTORS:**

Each Bidder must submit with its response a list of Sub-Contractors who will perform the work in each of the following categories ("Key Sub-Contractors"). List the name of the proposed Sub-Contractor, or "Bidder" if the Bidder will perform the work, after each work category:

(1) Elevator Modernization ECI Cab Interiors, Ramatt Electrical, Dart Electronics

**C. LICENSES:**

The Bidder must be a registered to do business in the State of Florida. All Bidder's and/or Sub-Contractors performing work requiring a specialty license must be licensed in the State of Florida. This includes but is not limited to electrical and mechanical trades, as well as any other earthwork Contractor on the Bidder's team. Provide license information (as required in Paragraph 27) below for Bidder and all Sub-Contractors identified herein.

Classification	Issuing Government	License Issue Date	Number
<u>See Attached next Page</u>			

**D. ORGANIZATION CHART:**

Bidder must provide an Organization Chart showing Bidder's Team identifying specific responsibilities of Bidder and Sub-Contractors.

## ATTACHMENT 9 Continued

### E. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working project manager/ superintendent on a minimum of two projects, similar in size and scope to the Hernando County Detention Center Elevator Modernization Project, within the past seven (7) years.

### F. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:

Bidder must demonstrate Bidder's/Key Sub-Contractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

1) Document prior experience in elevator modernization

In Business since 2011 in Florida Documented on Sunbiz.org

---

---

**This document should be completed and returned with your Submittal.**

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.**

## ATTACHMENT 9 Continued

## REFERENCE 1

Reference Business/Owner Name	Casa Prima Condo Lamont Mgmt
Reference Contact Person	Rebecca Riffle
Reference Address	250 104TH Ave Treasure Island FL 33706
Reference Phone No.	727-360-1000
Reference Email Address	rebecca@LamontManagement.com
Project Name	Casa Prima Condo
Project Location	1859 Shore Dr S S. Escobedo FL 33707
Contractor Project Manager	Jim Charnisky
Site Superintendent	Jim Charnisky
Contract Amount	\$85,583
Date Project Commenced	1-2021
Date of Substantial Completion	4-2021
Date of Final Completion	4-3-2021
Description of Work Performed	Full modernization

## REFERENCE 2

Reference Business/Owner Name	Caprice Condo TRS Mgmt
Reference Contact Person	Tom Skeck
Reference Address	690 30 Gulf Blvd Madeira Beach FL 33708
Reference Phone No.	727-393-2534
Reference Email Address	Tom@TRSINC.com
Project Name	Caprice Condo
Project Location	6950 Beach Plaza St Petersburg Bch, FL 33706
Contractor Project Manager	Jim Charnisky
Site Superintendent	Jim Charnisky
Contract Amount	\$74,994
Date Project Commenced	4-2021
Date of Substantial Completion	7-2021
Date of Final Completion	7-4-2021
Description of Work Performed	Full Modernization

**ATTACHMENT 9 Continued**

## REFERENCE 3

Reference Business/Owner Name	Chateau on the Lakes (McHomes)
Reference Contact Person	Paul Gobitas
Reference Address	1155 Pasadena Ave S, S Pasadena FL 33707
Reference Phone No.	727-432-2181
Reference Email Address	mchomes@outlook.com
Project Name	Chateau on the Lakes
Project Location	3850 13 Ave N. St Petersburg FL 33713
Contractor Project Manager	Jim Chernisky
Site Superintendent	Jim Chernisky
Contract Amount	\$74,235 <sup>00</sup>
Date Project Commenced	8-21
Date of Substantial Completion	11-21
Date of Final Completion	11-20-21
Description of Work Performed	Full modernization w/new cab shells

Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the Bid due date will be considered).

I certify that the qualifications questionnaire information is true and correct to the best of my knowledge:

Company Rightway Elevator  
 By Thomas Plants  
 Name Thomas Plants  
 Signature [Signature]  
 Address 9790 16th St N St Pete FL 33714 Phone 727-686-6955  
 Date 5-4-22

**This document should be completed and returned with your Submittal.**

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.**



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



Florida **dbpr** Department of Business & Professional Regulation

[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

**ONLINE SERVICES**

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

**LICENSEE DETAILS**

9:09:50 AM 5/4/2022

**Licensee Information**

Name:	<b>RIGHT WAY ELEVATOR MAINTENANCE INC (Primary Name)</b>
Main Address:	<b>9790 16 ST N ST. PETERSBURG Florida 33716</b>
County:	<b>PINELLAS</b>
License Mailing:	<b>9790 16 ST N ST. PETERSBURG FL 33716</b>
County:	<b>PINELLAS</b>
License Location:	<b>9790 16 ST N ST. PETERSBURG FL 33716</b>
County:	<b>PINELLAS</b>

**License Information**

License Type:	<b>Registered Elevator Company</b>
Rank:	<b>Elevator Co.</b>
License Number:	<b>658</b>
Status:	<b>Current</b>
Licensure Date:	<b>10/03/2012</b>
Expires:	<b>12/31/2022</b>

**Special Qualifications                      Qualification Effective**

Empty table row for Special Qualifications

**Alternate Names**

Empty table row for Alternate Names

[View Related License Information](#)

[View License Complaint](#)

**SECTION VIII**  
**ATTACHMENT 10**  
**VENDOR/CONTRACTOR'S LICENSE**

**PROVIDE A COPY OF THE CONTRACTOR'S LICENSE(S)  
AS STATED IN PARAGRAPH 27**

**SECTION VIII  
ATTACHMENT 11**

**TRENCH SAFETY ACT COMPLIANCE FORM**

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stated the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all Sub-Contractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the Total Price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$ 0 per lineal foot.
6. The amount in Item 5 herein includes the Trench Safety Compliance Methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

Trench Safety Compliance Method	Unit (LF, SY)	Quantity	Unit Cost	Extended Cost
A.			\$ 0	\$ 0
B.			\$ 0	\$ 0
C.			\$ 0	\$ 0
D.			\$ 0	\$ 0
TOTAL:				N/A

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the Bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: Right Way Elevator  
 By: [Signature] 5-4-22  
 Authorized Signature Date

**This document should be completed and returned with your Submittal.**

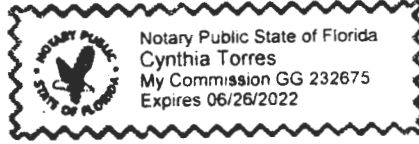
**SECTION VIII  
ATTACHMENT 12**

**AFFIDAVIT**

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA ]

COUNTY OF HERNANDO ]



Thomas Plante being duly sworn, deposes and says that he is <sup>Sales Representative</sup> ~~Secretary~~ of Right Way Elevator, a Corporation organized and existing under and by virtues of the laws of the State of Florida, and having its principal office at:

9790 16<sup>th</sup> St. N, St. Petersburg FL, 33716 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

Right Way Elevator (Name of Corporation) of the Corporation, is duly authorized to sign Sales Representative (Title)

the Bid for Rightway Elevator for said Corporation by virtues of:

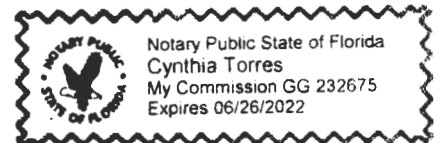
n/a  
(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

[Signature]  
Affiant

Sworn to before me this 4 day of May, 2022.

Cynthia Torres  
Notary Public

**This document should be completed and returned with your Submittal.**



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

**SECTION VIII**  
**ATTACHMENT 14**  
**VENDOR CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES**

Respondent Vendor Name: Rightway Elevator

Vendor/Contractor FEIN: 46-0877037

Vendor/Contractor's Authorized Representative Name and Title:  
Thomas Plante Sales Rep

Address: 9790 16TH ST N.


City: St Petersburg State: FL Zip: 33716

Phone Number: 727-686-6955

Email Address: tplante@RightWayElevator.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from Contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by: Thomas Plante 

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:  
Thomas Plante Sales Rep

Date: 5-4-22

**This document should be completed and returned with your Submittal.**

**SECTION VIII**  
**ATTACHMENT 15**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

5-4-22  
(date)

Hernando County  
Purchasing and Contracts  
15470 Flight Path Dr.  
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No  Yes

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?  
No  Yes

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

tplante@rightwayelevator.com \_\_\_\_\_  
(Email address) (Address)

[Signature] \_\_\_\_\_  
(Signature required) (Phone)

Thomas Plante \_\_\_\_\_  
(Print name) (Fax)

Sales Rep \_\_\_\_\_  
(Print title) (Federal Taxpayer ID Number)

*N/A*  
**ATTACHMENT 15 Continued**

**Relatives and Former Hernando County Employees – Roles and Signatures**

**Part A: Employees that left Hernando County in the last two years.**

Employee Name/Signature	Job Performed for Hernando County	Current Role with Business Entity	Date Left Hernando County
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			
Name: _____ Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>			

**Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.**

Firm Officer, Partner, Director, Proprietor, Associate or Member Name	Name and Relationship of Relative or Member of Household Employed at Hernando County	Role at Hernando County	Hernando County employee's Role with this Procurement

(Make copies of this form as needed to list additional employees.)



**SECTION VIII**  
**ATTACHMENT 16**  
**ADDENDUM ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.   1   Dated   4-11-22  

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.**

Right Way Elevator \_\_\_\_\_  
Company Name Authorized Signature

**VENDOR SURVEY**

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

- BIDNET DIRECT**
- NEWSPAPER**
- PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**
- REFERRED BY:** \_\_\_\_\_
- OTHER (PLEASE SPECIFY):** \_\_\_\_\_

**This document should be completed and returned with your Submittal.**

**ADDENDUM NO. ONE (1)**

TO  
THE CONTRACT DOCUMENTS  
FOR THE

**HERNANDO COUNTY DETENTION CENTER JAIL ELEVATOR MODERNIZATION PROJECT**

IN  
HERNANDO COUNTY, FLORIDA  
**SOLICITATION NO. 22-C00056/DK**

**BID DUE DATE: MAY 4, 2022**

**NOTICE**

BIDDERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACES PROVIDED AND RETURNED AT THE TIME OF THE BID DATE.

TO ALL PLAN HOLDERS:

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the **HERNANDO COUNTY DETENTION CENTER JAIL ELEVATOR MODERNIZATION PROJECT**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

**A. CLARIFICATIONS FROM PRE-BID**

1. Question: Recommendation against raised elevator wall panels due to security. Recommendation for re-skin with plastic laminate over existing to keep flush.

Answer: Agree with recommendation for re-skin with plastic laminate of our choice.

2. Question: Is stand-alone A/C even needed in the mechanical room as it is already air conditioned?

Answer: The addition of an A/C unit is not required. We included all code requirements in the specification followed by a statement "if not already present".

3. Question: Is flooring required in the bid? Recommend Nora rubber floor.


Answer: We would prefer to leave the existing VCT floor as is.

4. Question: Since we are having new generators installed as we speak that will power everything in the building, is generator signaling required?

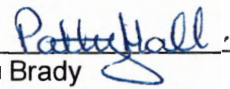
Answer: Yes. The designated floor button fixture needs to add an indicator to show when emergency power is being supplied. Also, the elevator controller will need wires from the transfer switch so the controller can distinguish between normal and emergency power.

5. Question: Currently there is a drop ceiling in the elevator, do you want another drop ceiling and what type LED lights are specified?

Answer: The specified drop ceiling will have stainless panels and low-voltage, recessed LED lighting.

  
\_\_\_\_\_  
Acknowledged

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
\_\_\_\_\_  
for: Toni Brady  
Chief Procurement Officer, Hernando County

Issued: April 11, 2022

**SECTION IX  
CONSTRUCTION AGREEMENT AND  
REQUIRED DOCUMENTS  
AFTER AWARD**

**SECTION IX  
ATTACHMENT 17**



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
SAMPLE CONSTRUCTION AGREEMENT**

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and \_\_\_\_\_, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**HERNANDO COUNTY DETENTION CENTER ELEVATOR MODERNIZATION PROJECT**

**ITB NO. 22-C00056/DK**

**BROOKSVILLE, FL 34604**

**ARTICLE 1 – CONTRACT DOCUMENTS**

**1.01** The Vendor/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, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

**1.01.1** The Contract Documents for Bid No. 22-C00056/DK consist of the following:

<b>Solicitation-Offer-Award</b> (Cover Page)	<b>Scope and Specifications</b> (Section VI)
<b>Advertisement of Bid</b> (Section I)	<b>Bid Form</b> (Section VII)
<b>Solicitation Instructions</b> (Section II)	<b>Required Forms and Certifications</b> (Section VIII)
<b>General Conditions</b> (Section III)	<b>Construction Agreement and Required Documents After Award</b> (Section IX)
<b>Special Conditions</b> (Section IV)	<b>Reference Documents</b> (Section X)
<b>Supplementary Conditions for Federal/State Requirements</b> (Section V) -NA	Exhibit A – General Requirements and Technical Specifications

All addenda issued by the County prior to the receipt of Bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be 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. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Bid
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
  - a. Insurance Certificate
  - b. Payment and Performance Bond

**1.02** The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

1. Notice to Proceed
2. Change Order(s)

**1.03** The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).

**1.04** There are no Contract Documents other than those listed in this Article

**1.05** The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

## ARTICLE 2 - THE ENGINEER

**2.01** Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Bill Strawn, Vertical Assessment Associates**, for the plans and specifications. **Lance Cannon, Hernando County Facilities Maintenance, Or Craig Becker, Hernando County Facilities Maintenance** will act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

**ARTICLE 3 – CONTRACT TIMES**

**3.01** Time of the Essence:

**3.01.1** All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**3.02** Days to Achieve Substantial Completion and Final Payment:

**3.02.1** Vendor/Contractor Agrees that the work will be substantially complete within **thirty (30)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **sixty (60)** calendar days after the date indicated on the Notice to Proceed.

**3.03** Liquidated Damages:

Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **One Hundred dollars (\$100.00)**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

**ARTICLE 4 – CONTRACT PRICE**

**4.01** Owner shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the Paragraphs below:

**4.01.1** For all work other than Unit Price Work, a Lump Sum of:

**\$1,54,642**

~~One hundred fifty four thousand six hundred forty two~~ (\$ \_\_\_\_\_)  
 (words) dollars <sup>00</sup>/<sub>100</sub> (figure)

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 56.2.2.

**4.01.2** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this Paragraph:

As provided in Paragraph 56.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 56.3. Unit prices have been computed as provided in Paragraph 56.3.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Price</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------------------

ESTIMATED TOTAL OF ALL UNIT PRICE WORK

**\$1,54,642<sup>00</sup>**

~~One hundred fifty four thousand~~ \$ \_\_\_\_\_  
 \$ Six hundred forty two (\$ \_\_\_\_\_)  
 (use words) dollars <sup>00</sup>/<sub>100</sub> (figure)

**ARTICLE 5 – PAYMENT PROCEDURES****5.01** Submittal and Processing of Payments:

**5.01.1** Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

**5.02** Progress Payments; Retainage:

**5.02.1** Owner shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S. (current version), during performance of the work as provided in Paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

**5.02.1.1** Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner Designated Representative may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

**5.02.1.1.1** Ninety-five percent (95%) of work completed (with the balance being retainage); and

**5.02.1.1.2** Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

**5.03** Final Payment:

**5.03.1** Upon receipt of the final Application for Payment accompanied by Owner Designated Representative's recommendation of payment in accordance with Paragraph 59.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

**5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Owner Designated Representative.

**ARTICLE 6 – INTEREST**

**6.01** All moneys not paid when due shall bear interest at the maximum legal rate.

**ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS**

**7.01** In order to induce Owner to enter into this Agreement Vendor/Contractor makes the following representations:

**7.01.1** Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

**7.01.2** Vendor/Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.



- 7.01.3 Vendor/Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
- 7.01.4 Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- 7.01.5 Vendor/Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work as indicated in the Contract Documents.
- 7.01.6 Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.01.7 Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.
- 7.01.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

#### ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

- 8.01.1 Terms used in this Agreement will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

- 8.02.1 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

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

8.04 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) and the same instrument.

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of \_\_\_\_\_ Dollars (\$ 154,642 ) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

VENDOR/CONTRACTOR  
Right Way Elevator

By: STEVE CHAMPION

By: Thomas Plante

Title: CHAIRMAN

Title: Sales Rep

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

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

Title: Clerk of Circuit Court & Comptroller

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

Address for giving notices:

Address for giving notices:

15470 Flight Path Dr.

\_\_\_\_\_

Brooksville, FL 34604

\_\_\_\_\_

Agent for service of process:

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

**SECTION IX**  
**ATTACHMENT 18**

TBD

**PERFORMANCE AND PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_, hereinafter referred to as the "Vendor/Contractor," as Principal, and \_\_\_\_\_ hereinafter called "Surety," as Surety, are held and firmly bound unto Hernando County, hereinafter referred to as the "County," a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$ \_\_\_\_\_ Dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Vendor/Contractor and Surety bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Vendor/Contractor has entered into a certain written Contract with the "County" dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS** such that if Vendor/Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which include the Solicitation-Offer-Award (Cover Page), Advertisement of Bid, Solicitation Instruction, General Conditions, Special Conditions, Scope and Specifications, Bid Form, Required Forms and Certifications, Exhibits, Agreement Form, Form(s) of Contract Bond(s), Plans and Specifications 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.

1. The undersigned shall indemnify and save harmless the County against and from all costs, expenses and damages, including litigation costs and attorney's 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 Vendor/Contractor, his agents, servants or employees in the execution or performance of said Contract.
2. The undersigned shall promptly make payment to all persons supplying services, labor, materials or supplies used directly or indirectly by said Vendor/Contractor, or any Sub-Contractor or Sub-Contractors, in the prosecution of the work provided for in said Contract.
3. The undersigned agrees to promptly pay the County any difference between the sum to which the Vendor/Contractor would be entitled on the completion of the Contract, and the sum which the County may be obligated to pay for the completion of said work by the Vendor/Contractor or otherwise, including any damages, direct or indirect, or consequential, which the County may sustain by reason of the failure of the Vendor/Contractor to properly and promptly perform and abide by all of the provisions of said Contract.
4. Subject to the County's priority, claimants covered by Section 713.01 of the Florida Statutes (current version) shall have a direct right of action against the Principal and Surety under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefor. 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 of the Florida Statutes (current version).

- 5. The Vendor/Contractor shall save the County harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of initial acceptance of the completed project, if applicable.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VENDOR/CONTRACTOR, AS PRINCIPAL:

SURETY:

\_\_\_\_\_  
Principal Firm Name

\_\_\_\_\_  
Surety Name

By:

By:

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

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

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

## SECTION IX ATTACHMENT 19

### EMERGENCY TELEPHONE NUMBERS

**PROJECT NAME:** Hernando County Detention Center Elevator Modernization Project

**COUNTY PROJECT NO.:** 22-C00056/DK

**C.E.O. NO.:** \_\_\_\_\_

The following are the business and home telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

	<u>BUSINESS NO.:</u>	<u>MOBILE NO.:</u>
VENDOR/CONTRACTOR'S PROJECT MANAGER	(727) 686-9955 <u>Jim Cherniske</u>	(727) 236-2902
VENDOR/CONTRACTORS REPRESENTATIVE	(727) 686-6955 <u>Jim Chernisky</u>	(727) 236-2902
COUNTY/PROJECT MANAGER	( )	( )

#### OTHER EMERGENCY NUMBERS

SHERIFF'S OFFICE	(352) 754-6850
FLORIDA HIGHWAY PATROL	(352) 754-6767
FLORIDA REGIONAL EMS	(352) 754-8991
BROOKSVILLE FIRE RESCUE	(352) 544-5445
EAST HERNANDO COUNTY FIRE RESCUE	(352) 540-4350
NORTHWEST HERNANDO COUNTY FIRE RESCUE	(352) 592-5618
WITHLACOOCHEE RIVER ELECTRIC	(352) 596-4000 EXT. 3145
DUKE ENERGY	(800) 700-8744
CHARTER COMMUNICATIONS (FKA: BRIGHT HOUSE CABLE)	(800) 892-0803
FLORIDA GAS TRANSMISSION	(352) 527-1898
TECO - PEOPLES GAS	(877) 832-6747
HERNANDO COUNTY UTILITIES	(352) 754-4037
HERNANDO COUNTY SCHOOL TRANSPORTATION	(352) 797-7003
HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM	(352) 754-4064 EXT. 139
DEPARTMENT OF PUBLIC WORKS	(352) 754-4060
ENGINEERING DIVISION	(352) 754-4062
FLORIDA DEPARTMENT OF TRANSPORTATION	(352) 797-5700

**SECTION IX  
ATTACHMENT 20**

**HERNANDO COUNTY UTILITY COORDINATION  
FOR CONSTRUCTION SITES**

**PROJECT NAME:** Hernando County Detention Center Elevator Modernization Project

**COUNTY PROJECT NO.:** 22-C00056/DK

**C.E.O. NO.:** \_\_\_\_\_

"I hereby certify that the coordination of the locations, connections, and relocations, as needed of all utilities in the project limits, has occurred with the respective utility, County's and/or their official representatives. This certification regards the coordination only at this time and does not reflect actual work performed. Utility verification forms are attached from each respective utility verifying coordination and stating known conflicts. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

THERE ARE NO KNOWN UTILITY CONFLICTS AFFECTING THIS PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

THERE ARE NOTED UTILITY CONFLICTS AFFECTING THIS PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

VENDOR/CONTRACTOR INFORMATION

TRC \_\_\_\_\_ 5-4-22 \_\_\_\_\_  
Signature Date

Right Way Elevator Thomas Plant \_\_\_\_\_  
Name and Title

9790 16th Street No \_\_\_\_\_  
Street or P. O. Box

St Petersburg FL 33716 \_\_\_\_\_  
City State Zip Code

727-686-6955 727-686-6955 \_\_\_\_\_  
Telephone: Area Code Number Emergency Number

\_\_\_\_\_  
Traffic Sub-Contractor Telephone Emergency Number

\_\_\_\_\_  
Hernando County Approved By: 5-4-22 \_\_\_\_\_  
Date

**SECTION IX**  
**ATTACHMENT 21**

N/A

**HERNANDO COUNTY UTILITY VERIFICATION**  
**FOR CONSTRUCTION SITES**

**PROJECT NAME:** Hernando County Detention Center Elevator Modernization Project

**COUNTY PROJECT NO.:** 22-C00056/DK

**C.E.O. NO.:** \_\_\_\_\_

"I HEREBY CERTIFY THAT \_\_\_\_\_ HAS EXAMINED  
(Utility Name)  
THE PLANS AND CONSTRUCTION LIMITS OF THIS PROJECT. WE KNOW OF NO  
CONSTRUCTION / UTILITY CONFLICTS WITH OUR FACILITIES AT THIS TIME, UNLESS NOTED  
BELOW."

\_\_\_\_\_  
UTILITY COMPANY NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number: Area Code Number

\_\_\_\_\_  
Known Conflict Information

**SECTION IX**  
**ATTACHMENT 22** *N/A*

**HERNANDO COUNTY MAINTENANCE OF TRAFFIC PLAN**  
**FOR CONSTRUCTION SITES**

**PROJECT NAME:** Hernando County Detention Center Elevator Modernization Project

**COUNTY PROJECT NO.:** 22-C00056/DK

**C.E.O. NO.:** \_\_\_\_\_

"I hereby certify that the Maintenance of Traffic Plan (MOT), as described in the attached construction plans or referenced by Florida Department of Transportation Standard Indexes, has been installed and will be maintained for this construction project. The MOT Plan reflects requirements applicable to protecting motorists and workers around the construction area. The MOT Plan shall be utilized, as applicable, by all Vendor/Contractors on the project. The MOT Plan provides compliance with approved Hernando County and State of Florida MOT Standards. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

\_\_\_\_\_  
UTILITY COMPANY NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Number: Area Code Number

\_\_\_\_\_  
Known Conflict Information



**SECTION IX**  
**ATTACHMENT 23**

*N/A*

**STORM WATER POLLUTION PREVENTION PLAN**  
**FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES**

**PROJECT NAME:** Hernando County Detention Center Elevator Modernization Project

**COUNTY PROJECT NO.:** 22-C00056/DK

**C.E.O. NO.:** \_\_\_\_\_

"I hereby certify that the Storm Water Pollution Prevention Plan has been received by the undersigned for the construction site described in the Construction Plans. The Storm Water Pollution Prevention Plan reflects requirements applicable to protecting surface water resources in sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State or local officials. The Plan provides compliance with approved issued permits, erosion and sediment control plans and storm water management plans. I certify, under penalty of law, that the Storm Water Pollution Prevention Plan will be installed and maintained, until all construction activities are complete.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

Area Code

Number

**SECTION IX**  
**ATTACHMENT 24**  
**UTILITY CONTACT LIST**

**PROJECT NAME:** Insert Name of Project

**COUNTY PROJECT NO.:** INSERT SOLICITATION # *N/A*

**C.E.O. NO.:** \_\_\_\_\_

The following are the contact names and business telephone numbers of utility representatives with infrastructure specifically located in the project limits. Additionally, the telephone numbers of various utilities in Hernando County and other vital agencies are listed:

<u>UTILITY NAME</u>	<u>REPRESENTATIVE</u>	<u>PHONE NUMBER</u>

**COUNTY UTILITY NUMBERS**

WITHLACOOCHEE RIVER ELECTRIC	(352) 596-4000 EXT. 3145
DUKE ENERGY	(800) 700-8744
CHARTER COMMUNICATIONS (FKA: BRIGHT HOUSE CABLE)	(800) 892-0803
FLORIDA GAS TRANSMISSION	(352) 527-1898
TECO - PEOPLES GAS	(877) 832-6747
HERNANDO COUNTY UTILITIES	(352) 754-4037

**OTHER VITAL NUMBERS**

SHERIFF'S OFFICE	(352) 754-6850
FLORIDA HIGHWAY PATROL	(352) 754-6767
FLORIDA REGIONAL EMS	(352) 754-8991
BROOKSVILLE FIRE RESCUE	(352) 544-5445
EAST HERNANDO COUNTY FIRE RESCUE	(352) 540-4350
NORTHWEST HERNANDO COUNTY FIRE RESCUE	(352) 592-5618
HERNANDO COUNTY SCHOOL TRANSPORTATION	(352) 797-7003
HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM	(352) 754-4064 EXT. 139
DEPARTMENT OF PUBLIC WORKS	(352) 754-4060
ENGINEERING DIVISION	(352) 754-4062
FLORIDA DEPARTMENT OF TRANSPORTATION	(352) 797-5700

# **SECTION X REFERENCE DOCUMENTS**

**SECTION X**  
**EXHIBIT "A"**

**GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS**

**22-C00056/DK – HERNANDO COUNTY DETENTION CENTER ELEVATOR  
MODERNIZATION PROJECT**

**SECTION 14220 - HYDRAULIC ELEVATORS****PART 1 GENERAL****1.1 SCOPE OF WORK**

The hydraulic elevator portion of this project covers the furnishing materials and furnishing labor to modernize one hydraulic elevator located in the Hernando County Jail in Brooksville, Florida. State Serial number 41948.

- A. Work to be coordinated so that the elevator remains out-of-service for building operations for the minimum possible time. Since only one elevator is provided, the operation may be critical to some evolutions.
- B. Remove and dispose of all existing equipment listed to be replaced for the elevator.
- C. Removal includes but not limited to, controllers, hydraulic pump unit assembly, leveling system, wiring, travel cables, hall call stations & hall indicators, hall and car door equipment, door operators, and hatch switches.
- D. Provide equipment as specified herein, including: New hydraulic pump unit assembly, controller, hall and car door equipment, car door operator, hall stations, limit switches, car operating panel, car/hall position indicators, cartop operating station, wiring, conduit, leveling system, travel cables, and the patch and repair of finishes associated with the replacement of elevator signaling devices, sealing of penetrations in the rated enclosures that are created as a result of this work, and other components required to produce complete, fully compliant elevator systems, suitable for the intended use.
- E. Cab controls, audible signals, all directional indicators, lights, Braille signage, and communication equipment shall be installed in accordance with the Americans with Disabilities Act Accessibility Guideline.
- F. The required permits shall be obtained from the State of Florida, Bureau of Elevator Safety. Contractor is responsible for coordinating with Vertical Assessment Associates to be present for the alteration inspections when work is complete prior to releasing equipment for Owners use. Elevator Contractor is responsible for permit applications, fees and inspection costs.
- G. The contractor shall supply and install a complete elevator system, fully functional and operational and suitable in every way for the service required.
- H. Perform demolition in such a manner as to eliminate hazards to persons or property, provide safeguards including un-perforated barricades, warning signs and other items needed to protect personnel throughout this contract. Perform sweeping and clean-up of the work area daily.

**1.2 RELATED WORK**

- A. The Elevator Contractor shall be responsible for engaging the services of a licensed Fire Alarm Company to install / upgrade the required fire alarm initiating devices in the lobbies, machine room and/or hoistway as mandated by code. The elevator contractor is responsible for coordinating with the Fire Alarm Contractor for any work they are required to perform in elevator spaces.
- B. The Elevator Contractor shall be responsible for engaging the services of a licensed Electrical Contractor for any necessary upgrades to or relocation of electrical disconnecting means (auxiliary contacts) or electrical service wiring (unless Work by Others alternate is selected) or any other work necessary to complete the scope of this project. A means will be provided to enable each machine room to keep elevator equipment within the temperature and humidity range established by the manufacturer to ensure safe operation of the equipment. Current machine room vents will be suitably closed during this process by the contractor. The elevator contractor is responsible for coordinating with the electrical contractor for any required work.

### 1.3 QUALITY ASSURANCE

#### A. Manufacturer qualifications

1. Hydraulic elevator shall be pre-engineered system provided by a company that is currently and regularly engaged in manufacturing elevator systems.
2. The manufacturer must be a firm whose name is listed as an approved manufacturer.
3. Approval will not be given to any elevator contractor or manufacturer who has established on prior projects either government, municipal or commercial, a record of unsatisfactory elevator installations or has repeatedly failed to complete contracts awarded to him within the contract time or has no requisite record of satisfactorily performing elevator installations of similar type and magnitude. Elevator Company shall provide a minimum of three references, including a contact person and telephone numbers.
4. Only new components shall be utilized on this project during the modernization. No rebuilt, reconditioned or used equipment is allowed other than existing components that are not specified for replacement. Rebuilt or repaired components may be used for repair during the 12 month maintenance period after acceptance inspection of the modernization work.

#### B. Installer qualifications

1. The elevator manufacturer or a certified installer approved by an elevator manufacturer with no less than ten (10) years of satisfactory experience installing and/or servicing elevator equipment equal to the material, design and extent to that indicated for this Project and with a record of successful in-service performance.
2. All installation mechanics for this project must have a current certificate of competency card issued by the State of Florida. (A minimum of one mechanic and one helper must be on site at any time work is in progress)
3. Only service mechanics having a current certificate of competency card issued by the State of Florida shall be permitted to service this project.

#### C. Regulatory Requirements

1. In addition to local governing regulations, comply with applicable provisions the latest edition of ASME A17.1, "Safety Code for Elevators and Escalators" adopted by the State of Florida at the time of permit application.
2. Florida Building Code 2020
3. NFPA 70, National Electric Code 2017
4. NFPA 72, National Fire Alarm Code 2016
5. ASME A17.5 Code for Electrical Equipment
6. Accessibility Requirements: comply with the Florida Accessibility Code

### 1.4 SUBMITTALS

- A. Product Data. Provide three bound copies of descriptive data, technical literature, performance charts, catalogue cuts, brochures; show capacities, performance operations and features.
- B. Samples of exposed finishes of signal equipment; 3-inch- (75-mm-) square samples of sheet materials for owner's approval.
- C. Manufacturers Certificates: Signed by elevator contractor certifying that hoistway, pit, and machine room layout and dimensions, and electrical service, including emergency generator requirements (if applicable), are adequate for elevator equipment being provided.

- D. **Maintenance Manuals:** Include three bound copies of operation and maintenance instructions, parts listing with sources indicated, recommended parts inventory listing, complete wiring diagrams and control diagrams, and emergency instructions. Include all troubleshooting manuals, diagnostic access information/codes, routine maintenance procedures and repair information available to manufacturer and installer's maintenance personnel. If electronic information or documents are provided for the machine room, a laptop must also be provided for viewing them to become property of the Owner. Submit for Owner's information at Project closeout as specified in Division 1. Supply one set of wiring diagrams for each Maintenance Manual, and one set for the machine room.

### 1.5 FIELD MEASUREMENTS

The contractor shall become familiar with all details of the work, verify all dimensions in the field and advise the Project Manager of any discrepancy before performing any work.

### 1.6 WARRANTY

- A. **Warranty:** Submit a written warranty, signed by manufacturer agreeing to repair, restore or replace defective elevator work within specified warranty period at no cost to owner; this includes labor and parts or material.
1. **Warranty Period:** 12 months from date of Final Completion as determined by the date of Final Completion inspection releasing equipment to Owner's use and the satisfaction of requirements.
  2. Contractor will warranty all parts manufactured by others that are incorporated into this project.

### 1.7 MAINTENANCE SERVICES

- A. **Initial Maintenance Service:** Beginning at Final Acceptance (as defined in this RFP) provide 12 months' full maintenance service by certified, fully trained employees of the elevator installer. Include monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Provide parts and supplies as used in the manufacture and installation of original equipment. Maintenance shall also include all the requirements of ASME A17.1, Section 8.6.
1. Perform maintenance, including emergency callback service, during normal working hours.
  2. Interim maintenance is to be provided by the successful elevator contractor, from the Contract Award Date until Final Acceptance (as defined in this RFP). This service will be provided at no additional cost to the Owner. Interim maintenance shall also include all the requirements of ASME A17.1, Section 8.6.
  3. Emergency callback service for any reason after normal working hours will be included and at no additional cost to the owner for such work.
    - a. **Response Time:** 120 minutes or less from the time the call is placed until the service technician arrives at the building.
    - b. Response time for entrapment will not exceed 45 minutes from the time of notification.
  4. Certify that all parts used in connection with maintenance and callback service are new parts from the original equipment manufacturer, or rebuilt/remanufactured parts by approved repair facilities.

5. Elevator installer shall certify that it has a service office with a staff of full-time, certified employees within 100 miles of the project site.
6. Elevator Contractor shall perform all of the annual tests required by ASME A17.1, Part 8.6 prior to the end of the 12 months warranty and service period. These tests shall be performed in the presence of representatives of the Owner and/or the Owner's agent including a QEI certified elevator inspector. Any corrective action required to correct deficiencies or make adjustments will be at the expense of the Elevator Contractor.
7. Elevator contractor shall provide a minimum of (1) one examination per elevator per month, with a minimum total of (1.0) one hour per elevator per month.
8. During the initial twelve-month period, the elevator contractor may offer the owner a standard maintenance contract for consideration, with the same number and frequency of examinations-as required during the initial period. The contract submitted for consideration shall contain provisions to ensure that this equipment remains in first class condition.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

Available Manufacturers: Subject to compliance with the specifications, manufacturers offering hydraulic elevator components that may be incorporated into the Work are limited to the following:

1. Kone Elevator
2. Rightway Elevator Maintenance
3. Mowrey Elevator
4. Oracle Elevator
5. Otis Elevator
6. Thyssen Krupp Elevator
7. Motion Control Engineering, Vertitron Midwest (VMI) - floor selector and controller equipment only
8. Elevator Controls Corporation - floor selector and controller equipment only
9. G.A.L. Manufacturing Corp. - door equipment, floor selector equipment
10. Smartrise Engineering - controller equipment only
11. SEES, Minnesota Elevator, Quality Elevator Products, Maxton
12. US Electric, Leroy Somer, Imperial, Elmo - elevator pump motors
13. Janus Elevator Products, Tri-Tronics Company (electronic door detector devices only)
14. Elevator Products Corp., Innovation industries, PTL. G.A.L. (signal fixtures only)
15. Rustoleum, Sherwin-Williams, Martin Semour (paint and coatings)
16. Retro Elevator (cab finishes), Gunderlin (doors, cab finishes)

Additional manufacturers may be approved on a case by case basis only by the project manager and only in writing.

### 2.2 MATERIALS AND COMPONENTS

General: Provide manufacturer's standard elevator systems. Where components are not otherwise indicated, provide standard components, published by manufacturer as included in standard pre-engineered elevator components and as required for a complete system. Items listed singular shall be considered as plural when multiple elevators are specified.

1. Constituent parts which are alike shall be the product of a single manufacturer.
  2. Manufacturers of equipment assemblies which include components made by others shall assume complete responsibility for the final assembled unit.
- A. CONTROLLER - See Section 2.3 "OPERATING SYSTEMS"



- B. PUMP UNIT – New pump unit to be provided. New pump unit will include a pump, motor, and control valve, all incorporated into a single unit, which will include the reservoir. The pump unit design shall be submersible and shall be dependent on the site evaluation / calculations to ensure performance is maintained while not exceeding the limitations of the existing electrical service provided. The pump unit is to be mounted on sound/vibration isolation a minimum of ¾" thick. Any pipe supports and wall penetrations for the oil line will be provided with vibration/sound isolation. **Large bladder-type silencers (Dover Style) are to be provided and installed.**
- C. MOTOR STARTER - Supply and install a new, solid state starter sized for required motor, and adjust to ramp motor speed from stop to full RPM in approximately 1 ½ seconds.
- D. CAB, CAB DOORS, AND RELATED EQUIPMENT– See Section 2.5 "PASSENGER ELEVATOR ENCLOSURES"
- E. CAR SLING, Platform and Guides – See Section 2.5 "PASSENGER ELEVATOR ENCLOSURES"
- F. FIXTURES – See Section 2.4 "SIGNAL EQUIPMENT"
- G. LEVELING SYSTEM - Supply and install a non-proprietary leveling system consisting of sensors or proximity switches to determine the location of the elevator car in the hoistway, and when to slow down, stop, anti-creep, and operate the doors.
- H. LIMIT SWITCHES - Top and bottom terminal limit switches shall be replaced with new mechanical switches operated by a car mounted cam.
- I. WIRING AND TRAVEL CABLES – See Section 2.7 "ELEVATOR WIRING"
- J. HOISTWAY ENTRANCES – See Section 2.6 "PASSENGER ELEVATOR HOISTWAY ENTRANCES"
- K. CAR TOP OPERATING STATION – Replace with code compliant model of manufacturer's standard offering. (Alarms or signals operated/actuated by the cartop inspection switch are not permitted)
- L. PIT SWITCH - Replace with code compliant model of manufacturer's standard offering.
- M. BUFFERS – Retain existing car buffers. The existing buffers shall have any rust removed and be painted with a high grade industrial enamel prior to final inspection.
- N. PIT LADDER - Retain existing ladder. The existing ladder shall have any rust removed and be painted with a high grade industrial enamel prior to final inspection.
- O. HYDRAULIC FLUID - The new hydraulic units to be refilled with new hydraulic oil compatible with the current system requirements.
- P. HYDRAULIC CYLINDER – Retain and reuse existing cylinders. Install a new cylinder packings.

### 2.3 OPERATION SYSTEMS

- A. Elevator Controllers:
  1. The new controller shall be supplied, installed and adjusted by the elevator contractor.
  2. Propriety based systems will not be acceptable. The software for programming shall be non-proprietary. All software must be stored on an EPROM; battery backup must not be required. If a tool is required to adjust, program, or maintain the system, one such tool shall be provided to, and will become the property of, the building owner. Tools that require periodic reprogramming are not acceptable. The owner or owner's agent will make any necessary determinations on whether equipment is to be considered "proprietary".

Programmable options and parameters shall be stored in nonvolatile memory. As a minimum, there shall be an alphanumeric display used for programming and diagnostics. Programmable parameters and options shall include, but are not limited to, the following:

- Openings Served
- Simplex Operation
- Selective Collective
- Programmable Fire Code Options/Fire Floors (Main, Alternates)
- Floor Encoding (Absolute PI)
- Digital PIs
- Programmable Door Times
- Programmable Motor Limit Timer
- Nudging
- External Low Oil Sensor Input
- Hall or Car Gong Selection
- Security Functions

Field selectable pre-programmed Fire Service operations compliant with the following: ASME A17.1b 2013 or the latest edition adopted by the AHJ at the time of permit application. The controller shall have field programmable inputs to initiate special operations based on customer needs. These functions can be inputs as listed below.

#### Independent Service Input

3. The elevator controller shall utilize a microprocessor based logic system and shall comply with the latest edition of ASME 17.1, Safety Code for Elevators adopted by the AHJ at the time of permit application. The system shall provide comprehensive means to access the computer memory for elevator diagnostic purposes, and shall have permanent indicators to indicate important elevator statuses as an integral part of the controller.
4. Dedicated permanent status indicators shall be provided on the controller to indicate when the safety string is open, when the door locks are open, when the elevator out of service timer has elapsed, and when the elevator has failed to successfully complete its intended movement. In addition, provide means of displaying the other special or error conditions that are detected by the microprocessor.
5. An out of service timer (TOS) shall be provided which will automatically take a car, and all equipment for that car, out of service if the car is delayed in the building, the car shall not respond to hall calls while in this mode of operation. The TOS is designed to prevent equipment damage and passenger delay.
6. Door protection timer shall be provided for both the open and close directions which will protect the door motor and will help prevent the car from getting stuck at a landing. The door open protection timer shall cease attempting to open the door after a predetermined time in the event that the doors are prevented from reaching the open position. The door close protection timer shall reopen the doors for a short time in the event that the doors closing attempt fails to make up the door locks after a predetermined time.
7. A minimum of three different door standing open times shall be provided. A car call time value shall predominate when a car call is canceled. A hall call time value shall predominate whenever a hall call is canceled. In the event of a door reopen from the proximity edge, door open button, etc., a separate short door time value shall predominate.
8. A buzzer shall sound while nudging operation is occurring.

9. Fireman's Phase I emergency recall operation, alternate level phase I emergency recall operation, and phase II emergency in-car operation, and flashing light feature for machine room smoke detector shall be provided according to ASME A17.1 and NFPA-72, National Fire Alarm Code.
  10. Independent service operation shall be provided such that actuation of a key switch in the car-operating panel will cancel any existing car calls, and hold the doors open at the landing. The car will then respond only to car calls and will ignore hall calls. Car and hoistway doors will only close by constant pressure on car call buttons or a door close button until the car starts to move. While on independent service, arrival lanterns and gongs shall be inoperative.
  11. If only hall calls set for the opposite direction of travel of the elevator exist ahead of the car, the car shall proceed to the most distant car call, reverse direction, and start collecting the calls.
  12. The car shall be equipped with two-way leveling to automatically bring the car within plus or minus 1/4 inch of floor level at any landing regardless of load.
  13. A test switch shall be provided. In the "test" position, this switch shall allow independent operation of the elevator without door open functioning for purposes of adjustment or testing the elevator. The elevator shall not respond to hall calls and shall not interfere with the operation of any other car.
  14. A timer shall be provided to limit the amount of time a car is held at a floor due to defective hall call or car call including stuck push buttons. Call demand another floor shall cause the car to eventually ignore the defective call and continue to provide service in the building.
  15. The automatic leveling zone shall not extend more than 12" above or below the landing level nor shall the doors begin to open until the car is within 12" of the landing. In addition, the inner leveling zone shall extend no more than 3" above or below the landing. The car shall not move if it stops outside the inner-leveling zone unless the doors are fully closed.
  16. Simplex selective collective automatic operation shall be provided. Operation of one or more car or hall call pushbuttons shall cause the car to start and run automatically, provided the hoistway door interlocks and car door contacts are closed. The car shall stop at the first call set for the direction of travel. Stops shall be made in the order in which car or hall calls set for the direction of travel are reached, regardless of the order in which they were registered.
- B. Landing System: A new Leveling system (including selector tape if required) shall be supplied and installed by the contractor. It shall utilize a device to establish incremental car position to an accuracy of .1875" or better using a signal for the entire length of hoistway. Absolute floor number encoding with parity shall be provided at each floor in order to establish exact floor position to the computer. The system shall not require movement to a terminal landing for the purpose of finding the correct car position. The system shall utilize an automatic 2-way leveling device to control leveling of the car within 1/4" above or below landing sill. Over travel, under travel or rope stretch shall be compensated and car brought level to landing sill. Individual car controller shall be capable of learning the position of each floor in building to an accuracy of +/- .1875". If selector tape is utilized, **stainless steel or Teflon coated selector tape** is required.
- C. Limit Switches - New mechanical terminal limit switches shall be supplied and installed.
- D. Hoistway access switches shall be installed at terminal landings when required by A17.1.

## 2.4 SIGNAL EQUIPMENT

- A. Hall-Call Stations

1. Hall-Call operating devices shall consist of new fixtures at each landing. There shall be "UP" push-buttons at bottom landing, "DOWN" push-buttons at top landing and "UP" and "DOWN" push-buttons at all other landings. Push-buttons shall be an approved design, with light to indicate when a call is registered. New hall position signals shall be incorporated into the new fixtures at each landing.
3. A Fire service switch shall be provided, and located at the bottom landing in the hall station. The switch nomenclature shall be RESET, OFF and ON with the key removable only in the OFF or ON positions. Phase I operating instructions shall be permanently engraved into the hall station cover. The key switch used shall be compliant with current edition of the ASME A17.1 code.
4. The designated floor hall station shall have the require indicator for emergency power that shall illuminate when emergency power is in effect.
5. Each hall call station cover shall have the emergency instructions required by Florida Building Code 3002.3 permanently engraved and back-filled with enamel.

#### B. Car Station

The car operating panel shall be replaced with new panels incorporating the car controls. They shall be provided with the necessary .030" markings for the handicapped, with floor numbers engraved into the car panel and backfilled with enamel. Braille plates mounted on the back of the panel and flush with the panel surface would be acceptable, surface mounted plates are not acceptable. Panels shall include a series of push-buttons numbered to correspond to the floor served and various additional switches, buttons and light jewels. All push buttons shall be 3/4" diameter minimum. Operating buttons shall be manufacturer's standard design. Fireman's service controls and instructions shall be provided under a locked cover to meet new code requirements. The state serial number along with all required markings on the new car operating panels (manufacture, capacity, "No Smoking", etc) shall be permanently engraved and back-filled with enamel. The key switch used shall be compliant with current code and State of Florida Fire Key requirements. Fire Operation instructions shall be within the Fire Control Panel. As part of replacement of the car operating panels, the front car returns and headers shall be wrapped with new stainless matching the current finishes. The car operating panel shall consist of the following operating devices:

1. "DOOR OPEN" button
2. Means of two-way communication (labeled "HELP")
3. Keyed in-car stop switch
4. Emergency alarm bell button
5. Illuminated call buttons
6. Emergency light (may be mounted in ceiling above car station)
7. Position indicator
8. Fire Control indicator light
9. Fire Operation panel as outlined in ASME A17.1 rule 2.27.3.3.7 containing:
  - a. Key-operated fire service switch, indicator light, and buzzer
  - b. Call cancel button
  - c. Emergency Stop switch
  - d. "DOOR OPEN" button
  - e. "DOOR CLOSE" button
10. A lockable service panel shall be provided with a certificate frame integrated into the panel door and shall contain:
  - a. Key-operated light switch
  - b. Key-operated fan switch
  - c. Emergency light test button
  - d. Key-operated independent service switch
  - e. Key-operated hoistway access enable switch (if needed)
  - f. 120 v GFCI receptacle

## C. Emergency Phone

1. A two-way communications system shall be provided meeting the requirements for passenger elevators. It shall be a "hands-free" system incorporated into the car station, with visible signals to indicate that the prerecorded message has been received.
2. The emergency phone shall include a means for verification of telephone line operability in accordance with ASME A17.1 rule 2.27.1.1.6. Required signals and instructions shall be incorporated into or adjacent to the designated floor call station and shall be permanently engraved and back filled with enamel.

## D. Car Position Indicator

1. Indicator numerals for passenger elevators shall be minimum ½" high. As car travels through the hoistway the car position shall be indicated by illumination of a number corresponding to landing at which car is stopped or passing. A position indicator of the digital-readout or dot-matrix type shall be provided in car. Numbers corresponding to car position shall remain indicated when motor drive is shut down.
2. A directional indicator shall provide visual and audible indication of the direction of travel. The audible signal shall be no less than 20 decibels with a frequency no higher than 1500 Hz. Directional arrows shall be a minimum of 1 ½" high.

## E. Hall Position Indicator

A digital read-out position shall be provided at each location where a position indicator is currently installed or where no indicator is currently, the new position indicator shall be located in the hall call fixture. As the elevator travels in hoistway, elevator position shall be indicated by illumination in alpha-numeric characters corresponding to the landing where elevator is stopped or passing. Numbers corresponding to position of car shall remain indicated when the drive is shut down.

## F. All fixtures within the elevator cabs and in hall lobbies to be quoted for #4 stainless steel finish.

## G. The elevator contractor shall provide the owner three sets of keys for each keyed switch utilized in the car operation stations.

## 2.5 PASSENGER ELEVATOR ENCLOSURE

- A. Cab – Provide new car finishes. Include new raised panels and stainless reveals, using plastic laminate of the Owners selection from Contractors standard finishes. New suspended ceiling with energy efficient LED lighting shall be included. Ceiling panels design to be approved by the project manager. Provide new stainless handrails with ends returned to the wall.
- B. Car Doors – Retain car doors. Each door shall be correctly hung, adjusted for smooth operation and be equipped with new door gibbs.
- C. Car door operator –Provide and install a new non-proprietary door operator with closed loop operation, and all related equipment including car header, track, door hangers, clutch, linkage, etc. If a programming tool is required for setup and adjustment of the door operator, one such tool capable of functioning on all units shall be delivered to, and shall become property of, the building owner. A door restrictor device conforming to A17.1, Rule 2.12.5 shall be supplied, installed, and properly adjusted. Provide new car door sills.
- D. Door reopening device – Provide Tri-Tronics electronic full height door protection that will reopen the door without contact.

## 2.6 PASSENGER ELEVATOR HOISTWAY ENTRANCES

- A. Hoistway Doors – Retain existing doors. Remove any rust and repaint hoistway side of doors and stencil doors with corresponding floor number on the hoistway side.
- B. Hoistway Frames – Reuse existing, unless after the removal of panel additional damage is discovered that questions the integrity of the component. All entrance support struts, headers and sill supports shall have rust removed and painted throughout with industrial enamel.
- C. Door hangers – Each door panel shall have the hanger roller assemblies and door tracks replaced and properly adjusted. Doors clearances shall be checked and adjusted for proper door-to-sill gap and gibb penetration into sill. New door closers, gibbs, and auxiliary retainers shall be provided.
- D. Interlocks – Replace existing interlock assemblies. The new door interlock assemblies, pick-up rollers and linkages at each landing shall be properly adjusted according to manufacturer's instructions.

## 2.7 ELEVATOR WIRING

- A. Hoistway Wiring – New wiring will be provided in the hoistway, adequately sized and constructed for the proper operation of the equipment. Multi-conductor type wiring for light and signal circuits shall be used in the elevator hoistway. All conductors will be copper and the minimum size of conductors, excluding those which form an integral part of control devices, shall be No. 14 for lighting circuits and No. 18 for operating, control and signal circuits.
- B. Traveling Cable

New traveling cables designed for elevator service shall be installed. The cables will be sufficiently flexible to readily adapt to all changes in the position of the elevator car and hang straight without twist. The open loop will show no tendency to twist upon itself. Traveling cables will have non-metallic fillers and will be suspended per NEC-70. The traveling cables will include shielded telecommunication cabling and will terminate in a terminal box located on the car. The terminal boxes will have approved terminal strips for connecting conductors and will be provided with approved strain devices required to connect the supporting strand and relieve the traveling cable conductors strain. The swing of the traveling cables will be checked when the elevator is running and any shields and pads necessary to prevent chafing will be installed. The traveling cables and the corresponding groups of conductors connecting these cables to the controller, signal, and car operating panels will each contain at least 10 percent spare conductors, but not less than two spare conductors of the same size / type and shall include a minimum of eight (8) spare shielded pairs for audio/video use. Terminal blocks will have indelible identification marking for each terminal connection.

- C. Grounding

Equipment grounding shall be provided. Ground all conductors, supports, controller enclosure, and other non-current conducting metal enclosures for electrical equipment, in accordance with NEC. The ground wires shall be copper, and sized as required by NEC.

## 2.8 PASSENGER ELEVATOR, SPEED CAPACITY AND LOAD

- A. Regulatory Requirements

Design and fabrication shall be in accordance with ASME A17.1. The car shall have the capacity to lift a live load, at a speed as specified in the following schedule. The approximate travel, terminal floors, number of stops and openings, and the car sizes shall be as shown in the schedule. The elevators shall serve the floors with stops and openings in accordance with the requirements indicated.

- B. Elevator Schedule:

<b>Location</b>	<b>Hernando County Jail</b>
Quantity and Type	1 - Passenger Hydraulic Elevator
Designation	Elevator 1
Capacity	3000lb
Speed	100 FPM
Travel	12 feet (approx.)
Landings	2
Openings	2-front
Floor Designations	1,2
Entrance Size	42"
Hall Entrances Type	Single, Side Open
Power Supply	480 VAC 3 Phase 60 Hertz (field verify)
Size Service	70 amp fused (field verify)
Signals	Illuminated Car and Hall Call buttons Car Position Indicators Car/Hall Travel Lanterns Hall Position Indicators Hoistway access switches
Operation	Simplex
Additional Features	Fireman Service, Phase I & II NEII Handicap Requirements Independent Service Security Call Access

C. The contractor shall maintain Passenger Elevator equipment operating performance as follows. These performance criteria can be achieved by much of the equipment provided by the elevator industry. These criteria are guidelines and are to be improved where possible. When these performance guidelines cannot be met, the Contractor is to provide written explanation to the Project Manager.

1. Floor-to-Floor Times -- start to stop one floor run:
  - a. Speeds 100 f.p.m.; 10.0 seconds max.

Variations of up to 1 second in either direction will be allowed to maintain passenger-riding comfort. Floor to floor times are based on typical floor heights of 12' 0". Maximum time the elevator requires to start moving, once the elevator interlock circuit has been established shall not exceed 0.2 second.

2. Door Operating Times	(Maximum)	(Minimum)
a. Door Open:		
1. Side Opening		
42" wide	3.6 seconds	3.2 seconds
b. Door Close		
1. Side Opening		
42" wide	4.0 seconds	3.6 seconds

c. Long door and short door "hold open" times, shall be set initially at 11.0 for hall calls and 3.0 seconds for car calls for the main lobby cars and 6.0 for hall calls and 3.0 seconds for car calls for the service cars respectively.

d. Door opening times to be measured 2" from fully closed to 2" from fully open, and closing times to be measured 2" from fully open to 2" from fully closed for side opening doors.

3. The door closing force shall be set for a maximum of 20 foot-pounds.

D. Designated Landing

For the purposes of firefighter's service and emergency operations, as required by Section 2.27, ASME A17.1, the Designated landing or level shall be the floor "1" or the bottom landing, and alternate landing or level shall be floor "2" or the second landing, unless dictated otherwise by local fire authorities. (field verification required).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

Examine elevator areas, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Examine hoistways, hoistway openings, pits and machine rooms as constructed; verify critical dimensions; and examine supporting structure and other conditions under which elevator work is to be installed. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 WORKMANSHIP

- A. General: The installation of materials and equipment shall be performed in a neat, workmanlike and timely manner by an adequate number of craftsmen knowledgeable of the requirements of the Contract Documents. They shall be skilled in the methods and craftsmanship needed to produce a quality level of workmanship. Personnel who install materials and equipment shall be qualified by training and experience to perform their assigned tasks.
- B. Acceptable Workmanship: Acceptable workmanship is characterized by first-quality appearance and function, conforming to applicable standards of building system construction, and exhibiting a high degree of quality and proficiency which is judged by the Project Manager as equivalent as or better than ordinarily produced by qualified industry tradesmen.
- C. Performance: Personnel shall not be used in the performance of the installation of material and equipment that, in the opinion of the Project Manager, are deemed to be careless or unqualified to perform the assigned tasks. Material and equipment installations not in compliance with the Contract Documents, or installed with substandard workmanship and not acceptable to the Project Manager, shall be removed and reinstalled by qualified craftsmen, at no change in the contract price.

### 3.3 PAINTING

- 1. All painted and unpainted metal components installed will, upon completion of installation and prior to final inspection, be thoroughly cleaned of grease, oil and other debris and be given a coat of quality oil based paint.
- 2. All new equipment shall be factory painted with manufacturer's standard finish and color. Any damage to this finish shall be touched up with matching paint or finish.
- 3. Machine room floor to be cleaned and then painted with gray floor and deck enamel.
- 4. Pit equipment shall be cleaned and painted with oil based paint. Pit floor to be painted with gray floor and deck enamel.
- 5. All painting to be done prior to Final Completion inspection.

### 3.4 TESTING

Testing shall be in accordance with requirements of ASME A17.1 and ASME A17.2 and as specified herein. Contractor shall conduct a complete test of the system. The Project Manager and/or Owner Rep. shall be present at all testing. Contractor is to give Project Manager and owner/owner's rep 7 day notice of any test.

- A. Testing Period



Each elevator shall be tested with the specified rated-load in car continuously for a period of 35 percent of the duty time. During the test run the car shall be stopped at all floors in both directions of travel for a standing period of 10 seconds per floor. A manual test of the directional limits and any final limits (UP and DOWN over-travel) shall also be performed. Equipment shall be checked for excess heat build-up in machines, motors, and drives.

B. Speed Load Testing

The actual speed of elevator car in both direction of travel shall be determined with the rated-load and with no-load in the elevator car. Actual measured speed of car with the rated-load in the UP direction shall be within 5 percent of rated speed. The maximum difference in actual measured speeds obtained under the various conditions outlined shall not exceed 5 percent of the total difference between the UP and DOWN speeds

C. Car Leveling Testing

Elevator car leveling devices shall be tested for accuracy of landing at all floors with no-load in car, with symmetrical load in car and with the rated-load in car in both directions of travel. Accuracy shall be within +/- 1/4 inch.

### 3.5 SUMMARY

The work consists of modernizing one hydraulic passenger elevator. This includes all work as may be required to comply fully with ASME A17.1 and all other applicable codes for fully functional elevator systems. The work includes the removal of existing, and the installation of new, electrical and mechanical systems specified herein including material and labor.

END OF SECTION 14220 - HYDRAULIC ELEVATOR

**SECTION 15700****SPLIT SYSTEM AIR CONDITIONING****PART 1 - GENERAL**

## 1.01 DESCRIPTION

- A. The elevator machine room shall be provided with an independent air-conditioning system to protect against the overheating of the electrical equipment, meeting the requirements of 3006.2 FBC and ASME A17.1 rule 2.7.9.2. The system shall be capable of maintaining temperatures within the range established for the elevator equipment by the manufacturer.
- B. Acceptable Manufacturer's of equipment are Mitsubishi, Samsung and LG.
- C. This work to be performed by licensed electricians and/or air conditioning contractors.

## 1.02 SYSTEM OPERATION

- A. The air conditioning means shall be independent of the other building climate control systems and the thermostatic device controlling this system shall be located within the elevator machine room.
- B. The air conditioning system shall be calculated to dissipate the heat load created by the elevator equipment located in the machine room during summer months at peak demand. The average calculated heat load is 12,500 btu for the elevator unit.
- C. Upon activation of the air conditioning system the machine room temperature and humidity shall not exceed 85 degrees Fahrenheit at 75% non-condensing humidity.
- D. A suitable system power supply circuit shall be provided within the machine room as requested.

**PART 2- PRODUCTS**

## 2.01 Equipment

- A. The air conditioning system installation, switch/breaker, conduit, and wiring shall meet the requirements of NFPA-70, National Electrical Code and The Florida Building Code Chapter 3006.2.

**PART 3 - INSTALLATION**

## 3.01 COORDINATION

- A. It will be the Contractor's responsibility to coordinate components being furnished under this contract with the existing systems. **A field visit to the job site is mandatory.** Failure of the Contractor to thoroughly investigate existing conditions shall not warrant additional expense to the Owner.

END OF SECTION 15700

**SECTION 16723****FIRE ALARM SYSTEM EXTENSION****PART 1 – GENERAL**

The Elevator Contractor will contract with a certified fire alarm installation firm and will add or make alterations to the existing fire alarm system to recall the elevators in the event of a fire. The system shall conform to the following:

**1.01 DESCRIPTION****A. Automatic Fire Alarm Initiating Devices**

1. Smoke detectors are required in the elevator machine room, the top of the hoistway if there are fire sprinklers at the top of the hoist way.
2. Smoke detectors are required in enclosed lobbies or heat detectors in open-air lobbies for elevator recall in accordance with NFPA 72.

**1.02 SYSTEM OPERATION**

A. Fire Alarm system supervisory faults, such as shorts, opens, and grounds in conductors, operating power failure, or faults within supervised devices, shall cause an audible and visual trouble indication at the control panel. It shall be possible to silence the audible trouble signal once the trouble is correct. If the control panel is not mounted in a common or occupied area, a remote audible and visual trouble indication shall be located in a common or occupied area.

B. Manual: Upon activation of the fire alarm system by any smoke detector in the elevator machine room or hoistway, the following shall take place;

1. Initiate Phase I Recall of the elevators to the Designated landing ("1" level)
2. Flash the visual "Fireman's Hat" indicators in the appropriate elevator cars.

C. Upon activation of the fire alarm system by an automatic fire initiating device (smoke detector or heat detector) in the elevator lobbies directly in front of the elevator entrance at the designated level, the following shall take place;

1. Initiate Phase I Recall of the elevators to the "2" level – Alternate recall floor

D. Upon activation of the fire alarm system by an automatic fire initiating device in the elevator lobbies directly in front of the elevator entrances at levels other than the designated level, the following shall take place;

1. Initiate Phase I Recall of the elevators to the "1" level – Designated landing

**1.03 WIRING**

A. All fire alarm system wiring within the elevator spaces shall be installed in conduit. All work and components required for the existing system to accept the additional components shall be included or not specifically specified or shown for a complete and operable system. Fire alarm system wiring shall be in accordance with NFPA 72-2016 and NFPA 70-2017.

B. Device and wiring shall be compatible with and UL listed for use on any existing system.

**PART 2- PRODUCTS**

2.01 AUTOMATIC FIRE ALARM INITIATING DEVICES

- A. General: The detectors shall meet the requirements of NFPA-72, National Fire Alarm Code.

2.02 WIRING

- A. All conductors installed shall be of quantity and color code required to match the existing fire alarm system.

PART 3 - INSTALLATION

3.01 COORDINATION

- A. It will be the Fire Alarm Contractor's responsibility to coordinate components being furnished under this contract with the existing system. Failure of the contractor to thoroughly investigate existing conditions shall not warrant additional expense to the Owner.

3.02 CERTIFICATION

- A. Provide fire alarm certification by the fire alarm system contractor in accordance with NFPA 72 and label in compliance with Florida rules.

3.04 ELEVATOR RECALL AND DETECTION SYSTEM

- A. Installation: Contractor shall provide all conduit wiring and associated devices and detectors for Phase I recall. Three circuits with dry contacts per the elevator Contractor's requirements will be provided to provide compliance with 2.01 above.

END OF SECTION 16723