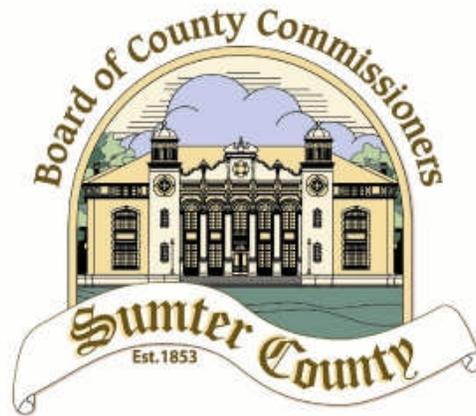


INVITATION TO BID
FOR
2012 Shell Base Relocation
SUMTER COUNTY BID #024-0-2012/AT



Board of Sumter County Commissioners
Financial Services Department
Amanda Taylor, Financial Services Manager
7375 Powell Road
Wildwood, Florida 34785

Phone: 352/689-4435 Fax: 352/689-4436

Date of Issue: September 26, 2012
Due Date/Time: October 10, 2012 @ 2:00 p.m.

Volkert, Inc.
3501 South Main Street, Suite 2
Gainesville, Florida 32601
352-372-9594

SECTION 00002 - TABLE OF CONTENTS

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END OF SECTION

SECTION 00003 - CERTIFICATION PAGE

CONTRACT DOCUMENTS FOR
SUMTER COUNTY - 2012 Shell Base Relocation

I certify that the contract documents contained in this booklet are the original contract documents and I have read and understood the conditions stated herein.

I further certify that I have received a copy of these contract documents and any additional information referenced to be a part thereof.

I further certify that I was afforded the opportunity to ask any question regarding the contract documents and engineering plans as stated in the ITB due on October 3, 2012 by 5:00 p.m.

CONTRACTOR : _____

Authorized Representative (signature)

(print name and title)

END OF SECTION

SECTION 00004 - LIST OF DRAWINGS

2012 Shell Base Relocation	
Sheet	Description
01	COVER SHEET and SITE LOCATION
02	SITE PLAN DETAIL SHEET
03	TOPOGRAPHICAL PLAN SHEET

END OF SECTION

SECTION 00020 - INVITATION TO BID

SUMTER COUNTY - 2012 Shell Base Relocation

DATE: September 26, 2012

ITB Number: 024-0-2012/AT

NOTICE IS HEREBY GIVEN that the Board of Sumter County Commissioners will receive sealed bids for construction of **2012 Shell Base Relocation**.

All contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 2:00 p.m. on October 10, 2012 at the Sumter County Commissioners Office, 7375 Powell Road, Suite 200, Wildwood, Florida 34785. All bidders must be prequalified by the Board of County Commissioners or the Florida Department of Transportation prior to bidding. Contact the Financial Services Department for more information at 352/689-4435.

DESCRIPTION OF WORK: All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by the Engineer. Bids shall be submitted for furnishing, delivering, installing and relocating all materials, equipment and services, including labor for the Work, which generally involves the following activities:

The project will include relocation of shell base material from the **Northeast cell of Pit 'B'** to the location shown on the site plan. This relocation shall take place between the notice to proceed and the completion date of January 1st 2013. This material from the cell shall be relocated as part of the base bid and shall be bid as a lump sum. The relocation of material from the **Northwest cell of Pit 'A'** shall be included as a bid alternate, but will not be relocated until next fall (2013). The County will select the successful contractor based on the base bid which includes relocation of the Northeast cell, the berm penetration shown on the plans and development on the haul road as shown on the plans. The County may choose to consider selection of the Contractor based on items stated above combined with the bid alternate which is the relocation of the Northwest cell next fall. The Contractor shall also provide a unit price per cu. yd. for shell material relocation in the event that the County chooses to do more or less material relocation as the work progresses. In any case, the Contractor will be required to closely coordinate with the County Public Works Division to determine the potential for excavating deeper or more shallow and/or not pushing as far south as the plans may indicate depending on field conditions. If the County adds material, additional time may be granted on a pro-rata basis.

CONTRACT TIME: Construction time to achieve Substantial Completion, as defined in the Standard General Conditions will be mutually set between the County and the Contractor during execution of the Agreement. An additional fourteen (14) consecutive calendar days from Substantial Completion will be allowed to achieve Final Completion. The Contractor further agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of each completion.

PROJECT MANUAL AND DRAWINGS: All bids shall be prepared using the Bidding Documents, Construction Plans, and applicable FDOT specifications.

BID SECURITY: Will be required for this project in the amount of 5% of the bid price in accordance with FL Statute 337.17.

PERFORMANCE AND PAYMENT BOND: The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All

Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida in accordance with FL Statute 255.05.

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDER

A. DEFINITION

1. Bidding documents include the Invitation to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

B. COPIES

1. Bidding Documents may be obtained in compliance with the Invitation to Bid. No partial sets of the Bidding documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

C. QUESTIONS

1. Any Bidder who is in doubt as to the true meaning of any part of the Bidding documents, or finds a discrepancy or omission therein, may submit to the Financial Services Department (as indicated in C.2 below) a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery no later than 5:00PM on October 3, 2012.
2. All questions concerning the bid documents and plans shall be directed to the Financial Services Department by email to chris.morrison@sumtercountyfl.gov or by fax at 352-689-4436. Any interpretation, correction or change of the bidding Documents will be made by Addendum and posted to Demandstar. Interpretations, corrections, or changes made in any other manner will not be binding.

D. ADDENDA

1. Addenda will be posted to Demandstar. All Addenda issued during time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract.
2. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification.

EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.
- B. All Bidders shall promptly notify the Financial Services Department in writing of all questions, conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. **No verbal responses to questions will be provided.** Only issued addenda can officially modify the bid documents. Bidders are not to contact any Selection Committee members or County staff regarding this bid. Doing so is grounds for dismissal of accepting the companies bid.
- C. The Selection Committee members shall be: Scott Cottrell, Public Works Director, Chris Wert, Assistant Public Works Director of Engineering, and Jackey Jackson, Assistant Director for Operations.

BIDDING PROCEDURE

A. FORM OF BID

1. Each Bid shall be submitted on the Bid Form (Section 300) prepared by the Contractor and included as part of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid. The Bidder must fill in all relevant blank spaces. In Unit Price type Bids; the Bidder must furnish a Unit Price for all items, regardless of the quantity.
2. No conditional Bids will be accepted. Oral proposals or modifications will not be considered.
3. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
4. All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.
5. All bidders must be prequalified by the Board of County Commissioners or by FDOT prior to bidding. Contact the Financial Services Department for more information at 352/689-4435.

B. BID SECURITY

1. A Bid security will be required for this project in the amount of 5% of the bid price. Each Bid must be accompanied by an executed Bid Bond payable to the Owner. As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsive Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment and Performance Bond has been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

C. SUBMISSION OF BIDS

1. One (1) original, three (3) copies, and one (1) electronic version of the Bid Form, Bid Security, Public Entities Crime Statement, and Drug Free Workplace form shall be submitted in a sealed envelope marked "**2012 Shell Base Relocation. ITB # 024-0-2012/AT**". The envelope shall also bear on the outside the Bidder's name and address.
2. All bids must be received by the Financial Services Department at the County Commissioners Office, 7375 Powell Road, Suite 200, Wildwood, Florida 34785 no later than 2:00 p.m. on October 10, 2012. Any bids not received and clocked in by the Financial Services Department by this date and time will not be opened or considered.
3. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
4. All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten. The Bid form must be fully completed and executed when

submitted.

D. BID OPENING

1. Bids will be opened in The Villages Sumter County Service Center, 7375 Powell Road, Room 102, Wildwood, FL 34785, at 2:05 p.m. on October 10, 2012. The bids will be reviewed by the Selection Committee for completeness with a Selection Review Committee Meeting on October 12, 2012 at 2:00 p.m. in Room 102 of The Villages Sumter County Service Center.
2. The Owner, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS.

E. MODIFICATION AND WITHDRAWAL

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as amended for the Bid Opening. Properly withdrawn Bids will be returned to the person or firm submitting the Bid.
3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid form.
4. If a Contract is not awarded within ninety (90) calendar days after opening of Bids, a Bidder may file a written request with the Owner for the withdrawal of his Bid.

F. PERFORMANCE AND PAYMENT BOND

1. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a surety company listed on the Treasury Department's most current list and acceptable to the Owner.

G. BIDDER'S INTEREST IN MORE THAN ONE BID

1. No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

END OF SECTION

SECTION 00300 - BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or any deletions and additions and shall supplement the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within sixty-one (61) consecutive calendar days from the date of the Notice to Proceed, with an additional fourteen (14) consecutive calendar days to achieve Final Completion. The Contractor further agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of completion.

10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____

11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

**BID FORM
SUMTER COUNTY
2012 SHELL BASE RELOCATION**

<u>ITEM NUMBER</u> <u>PRICE</u>	<u>DESCRIPTION</u>	<u>LUMP SUM</u>
1	Base Bid: Relocation of the shell base material from the NE cell (Pit B) as indicated on the attached construction plans. Also includes penetration of existing earth berm and improvements to the haul road as necessary to facilitate relocation of the shell base materials. All relocation included in this item will be completed by January 1, 2013.	Subtotal _____
2	Bid Alternate: Relocation of the shell base material from the NW cell (Pit A) as indicated on the attached construction plans. All relocation in this item will be completed in the Fall of 2013.	Subtotal _____
	Shell Base Relocation Total	_____

Special Notes:

1. The County Public Works Department reserves the right to do more or less excavation than that shown on the construction plans.
2. The County may choose to direct the contractor to excavate to an elevation higher or lower than indicated on the construction plans.
3. The Contractor shall provide unit cost per cubic yard for underage or overage of excavation as directed by the County.

Unit Cost per Cubic Yard _____

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ _____

WORDS: _____

THIS PROPOSAL DATED THIS _____ day of _____, 2012

ATTEST:

Witness

s:

Signature

Printed Name

By:

Authorized Signature (Principal)

Printed Name, Title

Company Name

Address:

Employee I.D. No.

Florida State Certified General
Contractor's License Number

Telephone Number: _____

END OF SECTION

SECTION 00302 - PUBLIC ENTITY CRIMES STATEMENT

NOTICE TO BIDDERS: This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY: _____

Before me, the undersigned authority, personally appeared _____ who, being by me first duty sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor) is _____.

2. My relationship _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).

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

4. I understand that "convicted" or "conviction" is defined by the statute to mean 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, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder, or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Sworn to and subscribed before me in the state and county first mentioned above on the day of _____, 2012.

Signed: _____
Notary Public

(Affix seal)

My commission expires: _____

END OF SECTION

SECTION 00303 - DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the **business'** policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require 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 convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Bidder's Signature

Date

END OF SECTION

SECTION 00304 - E-VERIFY CERTIFICATION FORM

The Sumter County Board of County Commissioners has mandated that effective August 1, 2012, all vendors, contractors and subcontractors doing business with Sumter County must certify that they have implemented the federal E-Verify program.

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at <http://www.dhs.gov/e-verify>.

Prior to providing goods or services to Sumter County, vendors must certify compliance with the federal E-Verify program. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. The certification below has been prepared for all vendors and contractors to use for this purpose. All subcontractor certifications must be kept on file with the contract vendor and made available to the state and/or County upon request.

CERTIFICATION (In accordance with Executive Order No. 11-02)

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized signature: _____

Printed name & Title: _____

Address: _____

Date: _____

Telephone Number: _____

E-mail address: _____

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential County actions include, but are not limited to, cancellation of the contract and/or suspending or debaring the contract vendor from performing services in any aspect to the County.

Please send the completed form to the Financial Services Department, 7375 Powell Road, Suite 206, Wildwood, FL 34785, or fax the form to (352)-689-4436. Once the form is received by the Financial Services Department the completed form will remain on file according to the Sumter County Retention Policy.

Please contact the Financial Services Department at 352-689-4435 with questions regarding this requirement.

The effective dates of this E-Verify Form shall be for the current fiscal year.

This document must be completed and returned with your Submittal.

END OF SECTION

SECTION 00305 -HOLD HARMLESS AGREEMENT

The Contractor/Vendor is required to purchase and maintain minimum limits of \$1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Contractor/Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Contractor/Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. Even if the Contractor/Vendor is not required by state law to secure workers' compensation insurance, the Contractor/Vendor shall purchase and maintain worker's compensation insurance in order to perform or provide services to Sumter County. This is the standard requirement however; the Financial Services Department can perform a special review as needed on a case-by-case basis for the Contractor/Vendor.

The Contractor/Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Contractor/Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/Vendor-Print Name

Signature

Project Name

Date

The effective dates of this Hold Harmless Agreement shall be for the current Fiscal Year.

This form must be submitted with your bid documents.

END OF SECTION

SECTION 00500 - AGREEMENT

THIS AGREEMENT , made this 23rd day of October, 2012 by and between the Sumter County Board of County Commissioners, hereinafter called the "OWNER", and , doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE 1. The CONTRACTOR will commence and complete the construction of 2012 Shell Base Relocation.

ARTICLE 2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

ARTICLE 3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within seven (7) calendar days after the date of the NOTICE TO PROCEED and will complete all Shell Base Relocation for the NE cell by January 1, 2013. If the Shell Base Relocation for the NE cell is not substantially complete by January 1, 2013, the CONTRACTOR agrees to pay as liquidated damages the sum of One-Thousand and 00/100 Dollars (\$1,000.00) per consecutive calendar day beyond the date of completion.

ARTICLE 4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ and _____/100 DOLLARS (\$_____)

ARTICLE 5. The term "CONTRACT DOCUMENTS" means and includes the following:

- Certification Page
- List of Drawings
- Invitation to Bid
- Instructions to Bidder
- Bid Form
- Public Entity Crimes Statement
- Drug Free Workplace Form
- Agreement
- Application for Payment
- Specifications 02511, 02512, 02513, 02514, 02515
- Performance and Payment Bond
- Minimum Insurance Requirements
- Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition)
- Supplemental Conditions
- Special Provisions
- E-Verify Certification
- Hold Harmless Agreement
- Material and Equipment
- Contract Closeout

DRAWINGS: As prepared by Volkert, Inc. (See Section 00004 - List of Drawings).

ARTICLE 6. The OWNER will pay to the CONTRACTOR, in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS less a 10% retainage or payable upon final inspection. All payments by the OWNER shall be made in lawful monies of the United States to: Sumter County Board of County Commissioners.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS. To induce OWNER to enter into this Agreement CONTRACTOR makes the following representation.

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 5) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 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, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of Work or which related to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 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.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 Conflicts within the contract documents shall be brought to the attention of the ENGINEER and resolution shall be at the discretion of and at no cost to the OWNER.

ARTICLE 8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies, each of which shall be deemed an original on the date first written above.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

(SEA
L)

By: _____
Name
: _____
(Please Print or Type)
Title: _____

ATTEST:

Name
: _____
(Please Print or Type)
Title: _____

CONTRACTOR:

(SEA
L)

By: _____
Name
: _____
(Please Print or Type)
Title: _____

ATTEST:

Name
: _____
(Please Print or Type)
Title: _____

END OF SECTION

SECTION 00622 - APPLICATION FOR PAYMENT NO.

To:

Contract for:

For Work Accomplished through the date of: _____

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.							
C.O. No.	Total	\$			\$		\$
C.O. No.		\$					

Accompanying Documentation:	GROSS AMOUNT DUE	\$	_____
Schedule of Items	LESS 10% RETAINAGE	\$	_____
_____	AMOUNT DUE TO DATE	\$	_____
_____	LESS PREVIOUS PAYMENTS	\$	_____
_____	AMOUNT DUE THIS APPLICATION	\$	_____

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: _____, 2012 CONTRACTOR

By: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended. ENGINEER

Date: _____, 2012

By: _____

END OF SECTION

SECTION 00630 - PERFORMANCE AND PAYMENT BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement. Following execution of the Agreement by all parties and issuance of a Notice to Proceed the successful Bidder must record a copy of the Performance and Payment Bond with the Clerk of the Court, Sumter County, and provide a recorded copy to the Owner.

END OF SECTION

SECTION 00650 - MINIMUM INSURANCE REQUIREMENTS

Please see attached Certificate of Insurance document for the minimum insurance requirements.

Sumter County Board of County Commissioners also requires the following:

ADDITIONAL INSURED

The Contractor shall endorse the County as an Additional Insured on the Commercial General Liability with a CG 2010 Additional Insured - Owners, Lessees, or Contractors, or CG2026 Additional Insured - Owners, Lessees, or Contractors - Scheduled Persons or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the County as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

The name of the organization endorsed as Additional Insured for all endorsements shall read "Sumter County Board of County Commissioners."

For a complete list of standard insurance requirements for Sumter County, click on the link below:

<http://sumtercountyfl.gov/DocumentView.aspx?DID=3874>

CERTIFICATE OF INSURANCE***

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

INSURED:

TYPE OF INSURANCE	POLICY NUMBER & ISSUING COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY <input checked="" type="checkbox"/> Liability and Medical Expense <input checked="" type="checkbox"/> Personal and Advertising Injury <input checked="" type="checkbox"/> Medical Expense <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Other Liability				Any One Occurrence.....\$1,000,000 Any One Person/Org.....\$1,000,000 Any One Person.....\$10,000 Any One Fire or Explosion.....\$100,000 General Aggregate*\$2,000,000 Prod/Comp Ops Aggregate*\$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> BUSINESS AUTO <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-Owned				Bodily Injury (Each Person).....\$ (Each Accident).....\$ Property Damage Each Accident.....\$ Combined Single Limit.....\$
EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form				Each Occurrence \$2,000,000 Prod/Comp Ops/Disease Aggregate* \$2,000,000
<input checked="" type="checkbox"/> Worker's Compensation and <input checked="" type="checkbox"/> Employer's Liability				STATUTORY LIMITS BODILY INJURY/ACCIDENT.....\$100,000 Bodily Injury by Disease EACH EMPLOYEE.....\$100,000 Bodily Injury by Disease POLICY LIMIT.....\$500,000

Should any of the above described policies be cancelled before the expiration date, the insurance company will endeavor to mail 10 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability upon the company, its agents, or representatives.

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Effective Date of Certificate:

Authorized Representative:

Date Certificate Issued: _____

Countersigned at: _____

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

The Standard General Conditions of the Construction Contract as prepared by the **Engineer's** Joint Contract Documents Committee, EJCDC C-700, 2007 Edition, are hereby incorporated by reference as the governing contract specifications for this Agreement.

SECTION 00800 - SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2007 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplemental Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2 PRELIMINARY MATTERS

SC-2.01: Add the following new paragraph immediately after Paragraph 2.01.A as 2.01.A.1:

Contractor shall record all required bonds, at the contractor's expense, in the public records of Sumter County, Florida and shall provide certified copies of said bonds along with the executed agreement to Sumter County within ten (10) calendar days of the Notice of Intent to Award.

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

Owner shall furnish to Contractor up to five (5) printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

SC-4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02: Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

A.

No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing subsurface conditions at the Site, are known to Owner.

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

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5 BONDS AND INSURANCE

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

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall be as specified in Document 00650 - Minimum Insurance Requirements, or greater where required by Laws and Regulations.

SC-6 CONTRACTOR'S RESPONSIBILITIES

SC-6.06: Add the following new paragraph immediately after Paragraph 6.06.G as 6.06.G.1:

The General Contractor shall be required to perform, at a minimum, 10% of the contract amount of this project.

SC-6.17: Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-9 ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03: Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 1. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. Inspections, Tests, and System Startups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

9. Records:

- a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- b. Maintain records for use in preparing Project documentation.

10. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, and acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-14 PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Delete Paragraph 14.02.A.1 in its entirety and replace with the following:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

SC-16 DISPUTE RESOLUTION

SC-16.01 Delete Paragraphs 16.01.A, 16.01.B and 16.01.C in their entirety and replace with the following:

- A. All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph GC 14.09) will be decided by proper legal procedures to be heard in the Circuit Court of Sumter County, Florida.
- B. No filing of suite or commencement of legal procedures of any claim, dispute or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph GC 9.09 will be made until the earlier of (a) the date on which Engineer has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to the Engineer if a written decision has not been rendered by Engineer before that date. No commencement of legal proceedings for any such claim, dispute or other matter will be made later than thirty days after the date on which the Engineer has rendered a written decision in respect thereof in accordance with paragraph GC 9.09; and the failure to commence legal proceedings within said thirty days period will result in the Engineer's

decision being final and binding upon Owner and Contractor. If Engineer renders a decision after legal proceedings have been initiated, such decision may be entered as evidence but will not supersede the legal proceedings, except where the decision is acceptable to the parties concerned. No commencement of legal proceedings of any written decision of Engineer rendered in accordance with paragraph 9.09 will be made later than ten days after the party initiating such procedures has delivered written notice of intention to appeal as provided in paragraph GC 9.09.

SC-17 MISCELLANEOUS

SC-17.06 Add the following new paragraphs immediately after Paragraph SC-17.06.A:

SC-17.07 Public Convenience and Safety

- A. No street or roadway shall be closed, except when and where directed by the Engineer or County Inspector. The work shall be conducted so that there shall, at all times, be a safe passageway for traffic, whenever the street or roadway is not closed. The Contractor shall provide and maintain a passable driveway, as directed by the Engineer, whenever it is necessary to divert traffic from any part of the street or roadway actually under construction. Driveways must be accessible at all times, in case of an emergency, and must be left in a usable condition at the end of each day.
- B. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways, which are closed to traffic, shall be protected by effective barricades on which acceptable warning signs shall be placed. The Contractor shall provide and maintain detour signs at all closures and intersections along the detour route(s) to direct the traffic around the closed portion(s) of the work. All temporary detour route(s) shall be clearly indicated throughout their entire length. All barricades and obstructions shall be illuminated at night. All lights shall be kept burning from sunset to sunrise. All barricades shall be well built and designed so as not to be blown over by the wind.

SC-17.08 Maintenance and Protection of Work

- A. The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. He shall repair, at his expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.
- B. All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

SC-17.09 Traffic

- A. All safety precautions shall be taken and all traffic controls shall be furnished, satisfactory to County, Department of Transportation, and/or any other governmental agency having jurisdiction, where partial or complete obstruction of streets is required for the performance of the work. This project shall be signed according to the State of Florida Department of

Transportation "Manual on Traffic Control and Safe Practices".

SC-17.10 Maintenance of Traffic

- A. The Contractor shall be responsible, during the course of construction, for proper maintenance, control, and detour of traffic in the area of construction. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation and Sumter County, within their respective areas of jurisdiction. It shall be the Contractor's responsibility, as Bidder, prior to submitting his Bid, to determine the requirements of these agencies so that his Proposal reflects all costs to be incurred. No claims for additional payment shall be considered for costs incurred due to the proper maintenance, control, detour, signing, and protection of traffic.

SC-17.11 Barricades and Protection of Work

- A. The Contractor shall protect his work, throughout its entire length, by the erection of suitable barricades and handrails where required. He shall further indicate this work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. He shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property.

SC-17.12 Burning

- A. Burning shall not be permitted on this project without prior approval from the Engineer and the Owner. If burning is allowed, it shall be the responsibility of the Contractor to obtain all required burning permits, and to have adequate supervision and safety measures at all times during burning. No unattended burning will be allowed.

SC-17.13 Excavation Safety

- A. All excavation operations involved in this project shall comply with the Trench Safety Act (90 -96, Laws of Florida) which specifically adopts the provision of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P)
- B. It shall be the responsibility of the Contractor to ensure worker safety, provide sufficient required insurance, comply with all safety codes, laws, and requirements, and to include any cost of such safety requirements in the project bid. No additional compensation shall be allowed for the cost of such compliance.
- C. It shall be the Contractor's option and responsibility to select the compliance method(s) and to ensure the proper employment of said method(s) during the entire project.
- D. These standards shall apply to all areas of construction whether or not specifically mentioned in another division of these specifications.

SC-17.14 Licensing

- A. The Contractor and all subcontractors shall be properly licensed in Sumter County, Florida.

END OF SECTION

SECTION 00801 - SPECIAL PROVISIONS

PART 1 - GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, with the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the CONTRACTOR shall contact the Engineer immediately. For those situations where details are not included in the plans or miscellaneous work arises during the project which is not covered by the plans or specification for this project, the Construction shall be performed in accordance with FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards (latest edition).

1.01 CONSTRUCTION STAKEOUT

Base lines and benchmarks shall be established by the CONTRACTOR's surveyor for the CONTRACTOR's use. The CONTRACTOR will be responsible for performing any needed construction stakeout.

1.02 INSPECTION AND TESTING

A. GENERAL - The Project Engineer or representative inspector under the Engineer's direct supervision shall provide construction observation as the Owner's representative in accordance with Section 00800, Supplemental Conditions.

B. INSPECTIONS - Construction inspections will periodically be conducted by the Project Engineer or an authorized representative. The CONTRACTOR shall complete each specified item of work listed below which pertains to the project and notify the project engineer or his representative at least forty-eight (48) hours in advance of a request for inspection. The CONTRACTOR's project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

1. Substantial Completion Inspection - When all construction is completed. The CONTRACTOR, Inspector and Engineer shall prepare a punch list indicating any unfinished items at this time.
 2. Final Inspection - Final inspection will be conducted following the correction of the punch list items.
- C. All inspections shall be conducted and approved by the Project Engineer or his representative prior to approval of the payment request for the item of work.

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.

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. The CONTRACTOR shall be responsible for the costs of any retesting of failing components as identified by the Owner's independent testing laboratory.

1.03 LEGAL REQUIREMENTS

The CONTRACTOR's attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The CONTRACTOR shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The CONTRACTOR shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.04 PROJECT IDENTIFICATION SIGN

The CONTRACTOR shall provide two (2) Project Identification Signs for the work that identifies the funding source for the project, the acting County officials, the Sumter County seal logo, the CONTRACTOR and the Engineer. The signs shall be 4' in width and 8' in height. The signs are required to be erected at the County's entrance to the project and the entrance of ACMS. If a sign is damaged during the project the CONTRACTOR shall provide a replacement sign with no additional payment. Prior to fabrication, the CONTRACTOR shall obtain approval from the Engineer for the design and layout of the Project Identification Signs.

1.05 ROADWAY WORK - N/A

1.06 TRAFFIC MAINTENANCE - N/A

1.07 PRIVATE PROPERTY PROTECTION

The CONTRACTOR shall not trespass onto private property outside of the right-of-way and easements without the written permission of the individual property owner. The CONTRACTOR shall be solely responsible for any claims that may arise out of damage to private property resulting from trespass onto private property. The CONTRACTOR shall promptly settle all such claims without delay. The written permission of the private property's owner shall be available for inspection by the Engineer or the Owner upon request.

1.08 PAVEMENT MARKINGS - N/A

1.09 RIDE QUALITY AND FINISH COURSE - N/A

1.10 REMOVED MATERIALS - N/A

1.11 SOD - N/A

1.12 SHOULDER - N/A

1.13 DRIVEWAY APRONS - N/A

1.14 QUANTITIES

The COUNTY may delete or add quantities with an established unit price. Any change in the quantity shall not constitute a change in the unit price.

1.15 MANHOLES - N/A

1.16 CLEARING AND GRUBBING - N/A

1.17 SEDIMENT AND EROSION CONTROL

The CONTRACTOR is responsible for maintaining full and complete erosion control throughout the project until all work is complete and accepted by Sumter County. Erosion control is a performance based criteria, and the measures needed depend on the CONTRACTOR's sequence of work, cleanliness and organization of the sites, and weather conditions during the work. The CONTRACTOR shall provide all necessary erosion control measures to prohibit any turbid stormwater discharges as described in the Florida Department of Environmental Protection Generic Permit for Stormwater Discharges from Large and Small Construction Activities, revised February 2009. Payment for this work shall be included in Item 0101-1.

1.18 HERBICIDE APPLICATION - N/A

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and Handling.
- C. Storage and Protection.
- D. Product Options.
- E. Substitutions.
- F. Systems Demonstration

1.02 PRODUCTS - N/A

1.03 TRANSPORTATION AND HANDLING - N/A

1.04 STORAGE AND PROTECTION - N/A

1.05 PRODUCT OPTIONS - N/A

1.06 SUBSTITUTIONS

- A. Document each request with complete data sustaining compliance of proposed substitution with Contract Documents.
- B. Request constitutes a representation that CONTRACTOR:
 - 1. Will coordinate installation and make other changes which may be required for work to be complete in all aspects.
 - 2. Waives claim for additional costs which may subsequently become apparent.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request, or when acceptance will require substantial revision of Contract Documents.
- D. ENGINEER will determine acceptability of proposed substitution, and will notify CONTRACTOR of acceptance or rejection in writing within a reasonable time.

1.07 SYSTEMS DEMONSTRATION

- A. Prior to final inspection, demonstrate operation of each system to ENGINEER and OWNER.
- B. Instruct **Owner's** personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

Comply with requirements stated in General Conditions and in Specifications for administrative procedures in closing out the Work.

1.02 SUBSTANTIAL COMPLETION:

A. When Contractor considers the Work is substantially complete, as defined in the Standard General Conditions, he shall submit to the Engineer:

1. A written notice that the Work, or designated portion thereof, is substantially complete.
2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

C. Should the Engineer determine that the Work is not substantially complete:

1. The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.
2. Contractor shall remedy the deficiencies in the Work, and send a second written notice to substantial completion to the Engineer.
3. The Engineer will re-inspect the Work.

D. When the Engineer finds that the Work is substantially complete, he will:

1. Prepared and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1.03 FINAL INSPECTION:

A. When Contractor considers the Work is complete, he shall submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been completed in accordance with Contract Documents.

3. Work has been completed with the list of items to be corrected.
 4. Equipment and systems have been tested in the presence of the **Owner's** representative and are operational.
 5. Work is completed and ready for final inspection.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
 3. The Engineer will re-inspect the Work
- D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.04 RE-INSPECTION FEES:

Should the Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

- A. Owner will compensate the Engineer for such additional services.
- B. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents.
- C. **Operating and Maintenance Data, Instructions to Owner's Personnel.**
- D. Warranties and Bonds.
- E. Keys and Keying Schedule.
- F. Spare Parts and Maintenance Materials.
- G. Evidence of Payment and Release of Liens.
- H. Certificate of Insurance for Products and Completed Operations.

I. Contractor's Final Affidavit.

J. Lien Waivers from Subcontractors and Suppliers.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Engineer.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Deductions for uncorrected Work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages
 - f. Deductions for re-inspection payments
 - g. Other adjustments
3. Total Contract Sum, as adjusted.
4. Previous payments.
5. Adjustment in Contract Time.
6. Sum remaining due.

C. Engineer will prepare a final Change Order, reflecting approved adjustment to the Contract Sum, which was not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirement stated in the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION