ITB TITLE: Roofing Projects - Construction Services

ITB Number: 110021  Contracting Buyer: Terry Pollard

Bid Due Date: November 9, 2010  Pre-Bid Date: October 26, 2010

Bid Due Time: 2:00 P.M.  Issue Date: October 18, 2010

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW

Pre-Bid Conference or Walk-Thru: Section 1, Item 6
Bid Bond Section 1, Item 11
Public Construction Bond (Payment/Performance): Section 1, Item 13
Permits Section 1, Item 24
Indemnification/Insurance: Section 1, Item 27
Certificate of Competency/License: Section 2, Item 1.00

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection in the Purchasing Division during normal business hours 10 working days after the official bid opening date. When countersigned by an authorized City representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Restricted Discussions – From the date of issuance of this solicitation until final City action, vendors should NOT discuss the solicitation or any part thereof with any employee, agent, or any other representative of the City except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
Provide all necessary labor, materials, equipment, and supervision for the Roofing of selected Buildings within the City of Leesburg. Details and specifications are outlined within Section 2 and 5 of this Invitation to Bid document.

Contractors and their subcontractors shall have a minimum of five (5) years experience (verifiable by the Florida Department of Professional Regulation website myfloridalicense.com) in similar roofing construction. Bidders shall provide references for a minimum of (3) separate “similar” projects (see form FRM 020 in Section 4).

**LICENSE REQUIREMENTS** - Bidders shall be licensed in the State of Florida.

The contractor submitting a bid on this project must be either a Certified General Contractor (CG) or a Registered General Contractor (RG).

The contractor performing the roof work must be either a Certified Roofing Contractor (CC) or a Registered Roofing Contractor (RC).

The General Contractor submitting the bid may perform all work provided they are a Certified or Registered General Contractor AND a Certified or Registered Roofing Contractor.

If the General Contractor submitting the bid does not hold a Certified or Registered Roofing Contractor license they must sub-contract with a properly licensed roofing contractor to permit and perform the roof work.

Lake County is the registering jurisdiction for Registered Contractors.

Contractors performing the work must also meet all other qualifications and requirements as detailed in the Invitation to Bid (ITB).

The City of Leesburg uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Refer to www.bidsync.com to view and/or obtain RFP documents or for further information.

1. **Information or Clarification** - For information concerning procedures for responding to this ITB, technical specifications, etc., utilize the question & answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum (See addendum section of BidSync Site). No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has
familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

2. **Eligibility** - To be eligible to respond to this ITB, bidding firms must demonstrate that they, or the principals assigned to the project, have successfully completed projects similar to those specified in the Scope of Services section of the ITB, to at least three entities.

   Bidders are reminded to submit sealed bids on the forms provided. No Bid submitted may be withdrawn after the scheduled closing time for the Bid for a period of ninety (90) days.

   Bidders are cautioned to check their bid carefully. Ensure all forms are fully completed and submitted with your bid in accordance with the instructions. Failure to do so may result in your bid not being considered for award.

3. **Purpose** - The purpose of this solicitation is to establish a one-time contract to provide all labor, equipment, and materials required for the Roofing of selected buildings in Leesburg, Florida, as described in Section 2 and the Specifications in Section 5.

4. **Designated Procurement Representative** - Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted.] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

   Terry Pollard, Buyer
   City of Leesburg | Purchasing Department
   204 N. 5th Street, Leesburg, FL 34748
   Phone: 352-728-9880 | Fax: 352-326-6618
   E-mail: purch@leesburgflorida.gov

   No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Purchasing Department for the City of Leesburg.

**Method of Award** - To Multiple Awardees or to a Single Vendor in the Aggregate - Multiple awards may result from this Invitation to Bid. This is not an all or none acquisition.

5. **Pre-Bid Conference** - A “Mandatory” pre-bid conference will be held on October 26, 2010, at 11:00 A.M.; at the Leesburg Partnership Building, 415 West Magnolia Street in Leesburg, Florida, to discuss the conditions and specifications included within this solicitation.

   Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. Also, attendees should have ladders and equipment need for measuring, as this may be their only opportunity.

   Prior to submitting an offer it is advisable that the vendor visit the sites of the projected work and become familiar with any conditions which may in any manner affect the work to be done or...
affect the equipment, materials and labor required. The vendor is also advised to examine carefully the specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For any additional information regarding the specifications and requirements of this bid contact the purchasing representative, Terry Pollard, at 352-728-9880.

6. **Delivery of Solicitation Response** - To be considered for award, a bid or proposal must be received and accepted in the Purchasing Division no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

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<td>204 N. 5TH STREET</td>
<td>PO BOX 490630</td>
<td>204 N. 5TH STREET</td>
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<tr>
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**FACSIMILE (FAX) OR ELECTRONIC SUBMISSIONS (E-MAIL) WILL NOT BE ACCEPTED.**

7. **Completion Requirements for Invitation to Bid** - One (1) signed original bid and Two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Purchasing Division no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The City is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the City and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid or proposal must initial the change. The bid shall be manually signed by an official authorized to legally bind the Bidder to its provisions.

- Specific Completion Directions:
- Pricing shall be completed using the provided Schedule of Bid Items provided in Section 4 of this solicitation.
- Initial and date in BLUE INK the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
• Complete the reference information sheets (include at least three references) contained within the solicitation.
• Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
• If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

8. **Term of Contract - Upon Completion** - The performance period under this contract shall commence upon the date of the Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the City's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

9. **Option to Renew** - Not applicable to this solicitation.

10. **Method of Payment**
    - See Item 68 of the Supplemental Conditions located in this Section 1.
    - All invoices shall contain the purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate City representative.
    - Failure to submit invoices in the prescribed manner will delay payment.
    - Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

11. **Bid Response Guarantee** - A bid bond executed by a surety acceptable to the Owner for not less than five percent (5%) of the amount of the bid shall accompany each Bid Response as guarantee that the Bidder will, if awarded the contract, promptly enter into agreement to do the work and furnish the required Performance and Payment Bond. Certified or cashier's checks are not acceptable.

12. **Return of Bid Response Guarantees** - As soon as the Bid Responses have been evaluated, the City of Leesburg may, at its discretion, return or release the guarantee deposits accompanying such Bid Responses, as in its judgment, would not likely be considered in making the award. All other Bid Response guarantees will be held until the contract and bond have been executed, after which any sums of money representing security deposits will be returned to the respective Bidders whose Bid Responses they accompanied. Bid Bonds will not be returned unless requested.

13. **Guaranty of Faithful Performance and Payment** - A Public Construction Bond (Performance and Payment Bond), written by a Surety firm satisfactory to the City of Leesburg on the forms attached hereto which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under his Contract in strict
accordance with the Contract Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Public Construction Bond shall be for an amount not less than the Total Contract Price as agreed to by both parties. The cost of this bond shall be included in the price bid in the Bid Response.

This bond shall be substantially in the form provided herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bond shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Attorney and executed contract.

14. **Power of Attorney** - Attorneys-in-Fact, who sign Bid Bonds and Performance or Payment Bonds, must file with such bonds a certified copy of their power of attorney to sign such bonds.

15. **Completion of Work from Date of Purchase Order** - The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Item 5 above entitled "Method of Award."

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

Should the vendor(s) to whom contract(s) is/are awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed timeframe cited above, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the City in accordance with the contract specifications. The City may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the City may terminate the contract for default.

16. **Shipping Terms, F.O.B. Destination - Inside Delivery** - The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION - INSIDE**
DELIVERY. The title for each item will pass from the contractor to the City only after the City receives AND accepts each item. Delivery will not be complete until the City has accepted each item. Delivery to a common carrier shall not constitute delivery to the City. Any transportation dispute shall be between the contractor and the carrier. The City will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination - Inside Delivery.

17. Acceptance of Goods or Services - The goods delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the City and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the City reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the City under this clause. The City will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the City on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the City in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the City for any contract or financial obligation.

This project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

18. Warranty - As required by Technical Specifications in Section 5.

19. Accident Prevention and Barricades - Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State, County, and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the City's Project Manager.

20. Clean-Up - All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.
21. **Furnish and Install Requirements** - The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to City personnel on the appropriate use of the materials or products as and if necessary.

22. **Labor, Materials, and Equipment Shall be Supplied by the Vendor** - Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

23. **Licenses** - The vendor shall obtain and pay for all licenses required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required licenses shall be borne by the vendor.

The contractor must hold the necessary valid license for the type of work to be performed during the duration of the project. The license must be effective at the time their bid is submitted.

24. **Permits and Fees** - The vendor shall obtain and pay for all permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the City or the vendor for failure to obtain required permits, inspection fees, or inspections shall be borne by the vendor.

The City is aware of the following requirements regarding permits and fees:

*Roofting Permits: $0.03 per square foot or a minimum of $150.00, whichever is greater.*

The City of Leesburg Building Department requires signed and sealed plans for review before issuing permits. Ordinarily, this process is more than a one day turn around. For questions regarding building permits please contact Building Department at (352) 728-9750.

25. **Limitation of Operations** - No work shall be done on Sunday or on any days between the hours of 5:01 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the designated City representative.

26. **Risk of Loss** - The vendor assumes the risk of loss of damage to the City's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the City. The vendor shall immediately repair, replace or make good on the loss or
damage without cost to the City, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of any subsequent contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

27. Insurance and Indemnity Requirements

a) Scope of Insurance - The CONTRACTOR shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.

- All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least A: VII.
- The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR’S interests or liabilities, but are merely required minimums.
- The provisions of the required insurance are subject to the approval of the CITY’S Risk Manager, and upon request, the CONTRACTOR shall make available certified copies of the various policies for inspection.
- All liability insurance, except professional liability, shall be written on an occurrence basis.
- The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance polices.
- Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.

b) Indemnification - The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the contract.
c) Certificate of Insurance - The CONTRACTOR shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the CITY, before any work under the agreement, contract or lease begins.

- Except for workers’ compensation and professional liability, the CONTRACTOR’S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows: City of Leesburg, Attn: Purchasing Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
- The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR’ S liability coverage(s).

d) Comprehensive General Liability - The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

- For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY’S acceptance of the project.

e) Business Automobile Liability - The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of $1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

f) Workers’ Compensation - The CONTRACTOR shall purchase and maintain Workers’ Compensation insurance for all workers’ compensation obligations imposed by state law and
with employers liability limits of at least $100,000 each accident and $100,000 each employee with $500,000 policy limit for disease.

CONTRACTORS exempt from maintaining Workers’ Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

28. **Local Business Enterprise Policy** - On Public Works or construction projects, special consideration is given to contractors when 51% or more of the project cost goes to local subcontractors and material suppliers. Work performed by forces of the prime contractor may be included in the 51% provided they themselves are a Local Business Enterprise.

Contractors meeting the 51% LBE preference will be afforded a 1% preference during the bid evaluation process. Prime contractors must request to be considered for LBE preference by completing the required LBE forms. Contractors failing to submit the required forms in their submittal will not be given consideration after bids are opened.

A Local Business Enterprise is defined as having their primary place of business or full time sales office located within a 20-mile radius of Leesburg City Hall.

Bidders are advised to become familiar with the entire policy by visiting this website address [http://leesburgflorida.gov/purchasing/policies.aspx](http://leesburgflorida.gov/purchasing/policies.aspx) and downloading resolution 8493. If you are unable to download the document contact the Purchasing Division and it can be provided by other means.

29. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

30. **Fair Labor Standards Act** - No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City.
SUPPLEMENTAL CONDITIONS

31. **Definitions** - The following definitions shall apply. Whenever the following terms (or pronouns in place of them) are used in the Contract Documents, the intent and meaning of such terms shall be interpreted as follows:

a) **Owner**: The City of Leesburg.

b) **Project Representative**: There shall be authorized representative(s) of the Owner assigned to make all necessary inspections of the work performed by the Contractor and for such other purposes as outlined in the Contract Documents.

c) **The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.**

d) The word "and" shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.

e) **The word "Person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or capacity; whether appointed by a court or otherwise, and any combination of individuals.**

f) **Contractor**: The person whose Bid shall be accepted by the City and who shall thereafter enter into a formal contract with the City to do the work as bid upon.

g) **Engineer**: The City of Leesburg is acting as the Engineer on this project.

h) **Notice to Proceed**: The official letter from the Owner to the Contractor notifying him that the executed contract has been accepted and to proceed with the construction.

i) **Delivery**: Written notice shall be deemed to have been duly served, if 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 if delivered at or sent by registered mail to the business address shown in the contract.

j) **Subcontractor**: Includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

k) **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.

l) **Manual(s)**: Not applicable

m) **Surety**: The corporate body which is bound with and for the contractor which is primarily liable and which guarantees the faithful performance of the bid and/or agreement.

n) **Addenda**: Written or graphic instruments issued by the Owner prior to the contract which modify or interpret the contract documents by additions, deletions, clarifications or corrections.

o) **Plans, Drawings And /Or Sketches**: Graphic representations of the work to be performed or reproductions thereof.

p) **Specifications**: Broadly defined, the specifications include all data bound together herein or referenced on the plans, including, but not limited to, General Conditions, Technical...
Specifications, Special Conditions, Geotechnical Investigation, Supplemental Conditions (if any), other detailed technical specifications, exhibits and all addenda.

q) Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with Item 97 or OWNER has taken beneficial use in accordance with Item 67).

r) Resident Project Representative (Project Representative): The authorized representative of ENGINEER who is assigned to the site or any part thereof.

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

t) Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with Article 39. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

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

32. Inspection Of Work - The Project Representative and his representatives shall, at all times, have access to the work whenever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. The work will be conducted under the general direction of the Project Representative of the Owner and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provisions of the specifications without written authorization of the Owner, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the specifications, the Project Representative's instructions, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and if the inspection is by another authority than the Project Representative, of the date fixed for such inspection. Inspections by the Project Representative will be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Owner, it shall, if required by the Project Representative, be uncovered for examination at the Contractor's expense.
Re-examination of questioned work may be ordered by the Project Representative and, if so ordered, the work shall be uncovered by the Contractor. If such work is found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement. If such work is found not in accordance with the contract documents, the Contractor shall pay such cost.

The duties and responsibilities of the resident project representative are described in Items 90 and 91 below.

33. **Tests** - The Project Representative will have the right to require all materials to be submitted to test prior to incorporation in the work. In some instances, it may be expedient to make these tests at the source of supply and for this reason it is requested that the Contractor furnish the source before incorporating material in the work. This does not in any way obligate the Project Representative to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor shall furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated in the work.

All field tests for compaction of earthwork and of material incorporated in the sub grade and base will be performed by technicians of a materials testing laboratory approved by the Owner. All tests performed by the laboratory to ascertain that the material, as placed, meets the required specification will be at the expense of the Contractor and should be included in the bid items as such.

34. **Tools, Plant And Equipment** - If any time before the commencement or during the progress of the work, tools, plant or equipment appears to the Project Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the Project Representative will notify the Owner of such conditions. The ENGINEER will provide written notification to the CONTRACTOR of OWNER's quality and/or schedule concerns. The CONTRACTOR will respond in writing within 5 business days of receiving the OWNER's notice and will propose remedial actions to address the quality and/or schedule concerns.

35. **Collection And Disposal Of Waste** - The Contractor shall collect waste from construction areas and elsewhere; handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly; dispose of material in a lawful manner. The Contractor shall be responsible for the transportation and disposal costs of all waste construction materials.

36. **Burning Of Debris** - For any areas where the burning of debris is permitted, the Contractor will be required to request a permit therefore, from the fire authority having jurisdiction in the area in due advance time, and if such permission is granted he shall rigidly abide by all provisions and requirements of such permit. In no case will burning be permitted until the fire authorities have adequately checked the size of the pile to be burned, the weather conditions and any other factors which might affect the proper control of the burning operation.
37. **Maintenance Of Traffic** - Where construction is located in public right of ways, traveled streets and roads, the Contractor shall exercise extreme care in seeing that sufficient area is provided and kept open for police, fire, ambulance, mail and private vehicular traffic.

The Contractor shall ensure that each person supervising the selection, placement and maintenance of Traffic Control Devices in the FDOT Work Zone shall be certified by attending an FDOT approved MOT training course. A copy of these certifications shall be submitted to the City of Leesburg upon request.

38. **Protection Against Pollution** - The Contractor shall comply with all legal regulations pertaining to pollution as are applicable to the site and he shall take all measures necessary to assure that no pollution, temporary or permanent, occurs to any lakes or other water areas as a result of runoff from the areas within which he is working.

This shall include the installation of temporary construction turbidity screens or hay bales along the edge of existing wetlands prior to the start of construction. These areas shall be as shown on the plans.

Contractor shall maintain the fuel storage area in accordance with local, state and federal regulations. Refueling vehicles and refueling techniques shall also comply with all applicable regulations. Clean-up of the fuel storage area shall be as required by the regulations and in accordance with these regulations.

39. **Temporary Fencing And Barricades** - The Contractor shall at his cost erect barricades sufficient to prevent injury to persons or damage to property, including the Contractor's personal property and materials. The Owner shall not be held responsible for the loss, theft, or vandalism of the Contractor's equipment or other personal property, including construction materials and supplies. Fences shall be constructed to prevent entry of unauthorized persons; cover trenches and holes when not in use; erect barriers at sharp changes in plane more than four (4) feet high. Should construction operations temporarily obstruct road passage, the Contractor shall at his cost provide suitable flagmen to control vehicular traffic on the road. Permits to use construction equipment on Florida Department of Transportation Right-of-Way shall be secured by the Contractor prior to actual beginning of work. The Contractor shall, at his cost, remove all temporary protection from the work site upon completion of the work.

40. **Workmanship, Materials, Appliances, and Employees** - All work will be done in a competent and workmanlike manner. All materials, equipment and supplies furnished by the Contractor for permanent incorporation in the work shall be new and of quality standards specified. Workmanship shall be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the Owner's intent to obtain a high quality job that will operate and function with least maintenance costs. The Contractor shall, if requested by Owner, furnish satisfactory evidence as to the kind and quality of materials.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work.
The Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employees of the other party without his consent.

41. **General Quality And Standards** - To facilitate rapid examination, detailed specifications concerning basic requirements for labor, materials, equipment and/or incidentals to be used on the project are included under the various divisions in as brief a form as is consistent with clarity. The primary concern of the detailed specifications is for standards of performance expected for the finished work.

When in the detailed specifications reference is made to a particular code or specification, the latest edition of said code or specification shall apply.

The interests of the Owner, the Contractor and others concerned with the work require the inclusion of certain general governing requirements and standards, as a precaution against contingency and to provide for the conditions under which the construction and the administration of the work will be carried out.

General requirements for the quality of the work, when not otherwise covered in more specific detail in the specifications, will be governed by acceptable standards of the trade.

These specifications consider the project as a whole and assume it's completion under a general contract. Further, the scope of subcontracts and the quantities of materials and labor supplied to the Contractor by others are assumed to be matters governed by agreement between the Contractor and his Subcontractors and suppliers and not by agreement between the Owner and any Subcontractor or suppliers.

Various sections of the construction specifications are intended to govern only the quality of work and/or materials incidental to the particular branch of work mentioned in the section title. Sections are not intended as itemizations of the work materials to be furnished or to limit or define the scope of any subcontract or agreement to furnish material and labor.

The furnishing of all items of material, labor, equipment and/or incidentals necessary to the completion of the work as a whole will be expected when such items are called for on the drawings by diagram, note or schedule, are listed in the specifications, or are reasonably inferred by either or a combination of both.

During the construction operations under this contract, the Owner may elect to contract other work for the project. The Contractor shall coordinate his operations with those of any other such Contractors as well as any work of constructing or adjusting utilities by any other authorities, to the end that the least practical handicap to the work of all such Contractors or authorities will result.
42. **Project Coordination** - The Contractor shall coordinate construction operations that are dependent upon each other for proper installation, connection and operation. The Contractor shall make adequate provisions to accommodate items scheduled for later installation.

The Contractor shall inspect both the substrate and conditions under which the work is to be performed. The Contractor shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

The Contractor shall inspect materials or equipment immediately upon delivery and again prior to installation. The Contractor shall reject damaged and defective items.

The Contractor shall supervise construction activities to ensure that no part of the construction is subject to deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

- Unprotected storage
- Improper shipping and handling
- Theft
- Vandalism

43. **Coordination With Utility Companies** - Contractor shall coordinate with all utility installations. Contractor shall notify the appropriate utility companies, in writing, adequately in advance of the time frame set aside for such utility installation. The utility companies referred to herein shall include, but not be limited to, Power, Gas, Telephone, and Cable Television. Contractor shall coordinate the installation of “sleeves” for the utility companies as may be required.

Contractor shall supply the Owner with copies of all correspondence notifying the utility companies of his intended schedule of construction and the expected date for their respective utility installations. Written notices shall be sent to the utility companies at sixty (60) days, thirty (30) days and two (2) weeks prior to the time at which the utility installation should begin.

44. **Supervision** - CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawing or in layout as given by points and instructions, it shall be his duty to immediately inform the Project Representative, in writing, and the Project Representative will promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor’s risk.

45. **Construction Superintendent** - Contractor shall employ a Construction Superintendent who shall be present on-site or available throughout the duration of the project and shall remain
associated with the project until completion unless otherwise requested to be replaced by the Owner. The superintendent shall be experienced in the work required and perform all coordination activities generally conducted by project superintendents including, but not limited to, subcontractor coordination, utility installations, inspections, testing, material deliveries, etc. The superintendent shall be present at the pre-construction meeting and shall remain on the project until completion. The owner reserves the right to request a resume of experience for the superintendent including, but not limited to, requesting references from recent projects. Substitution of superintendents after the start of the work shall be approved by the owner in advance. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

46. **Minimum Wage Rates** - Wage rates for all workers shall be in conformance with all applicable federal, state and local laws.

47. **Subcontracts** - The Contractor shall, as soon as practicable after signing the contract, notify the Project Representative in writing of any changes in the names of subcontractors proposed for the work as listed on the bid form. The Contractor shall not employ subcontractors, unless they are approved by the Project Representative.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors 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 subcontractors and the Owner.

48. **Pre-Construction Meeting** - The Owner shall schedule a meeting after the Notice of Award. The Project Representative, Engineer, and Contractor shall attend this mandatory meeting.

The following items shall be completed:

(a) Submission of list of Subcontractors, Schedule of Values and Progress Schedule.
(b) Designation of Personnel representing the parties in Contract, and the Engineer.
(c) Use of premises by Owner and the Contractor.
(d) Survey layout and scheduling.
(e) Security and housekeeping procedures.
(f) Requirements for start-up of equipment.
(g) Inspection and acceptance of equipment put into service during construction period.

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted by CONTRACTOR. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereto. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as
providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

49. **Order Of Completion** - The Contractor shall submit at such times as may be requested by the Project Representative, schedules which shall show the order in which the Contractor proposes to carry on the work with dates on which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Owner retains the right to dictate to the Contractor the order of completion of the work.

50. **Materials And Equipment Schedules** - As soon as practicable and within ten (10) days after the date of award of contract and before any material or equipment is purchased, the Contractor will submit to the Owner for approval a complete list, in triplicate, of materials to be incorporated in the work and samples of each listed material. The list shall include catalog numbers, cuts, diagrams; drawings and such other descriptive data as may be required. No consideration will be given to partial lists submitted from time to time. Approval of materials will be based on manufacturers' published ratings. Any materials listed that are not in accordance with the specification requirements may be rejected.

When one or more manufacturer's items are specified, it shall be understood that the item(s) so specified are hereby approved as to suitability and no substitutions will be permitted unless followed by such qualifying phrases as equal "approval equal" or "as approved" in which case the approval of the Owner for items not specified shall be obtained before they may be used.

51. **Submittal Requirements Of Contractor** - After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions, or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

CONTRACTOR shall also submit to ENGINEER for review with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

ENGINEER will review with reasonable promptness Shop Drawings and samples, but ENGINEER's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

ENGINEER's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by this Article and ENGINEER has given written review each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions herein.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

52. Changes In The Work - The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. The Contract can be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Representative shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life or property, no extra work or change will be made unless both parties have agreed to such changes in a written Change Order executed by or on behalf of both parties to this Contract. Owner will not be obligated to pay for work done or materials furnished which is not part of the Contract Documents, unless there is a written Change Order authorizing such additional work or materials.

The value of any such extra work or change shall be determined in one or more of the following ways:
(a) By estimate and acceptance in a lump sum.
(b) By unit, prices named in the Contract or subsequently agreed upon.
(c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c) he shall keep and present in such form as the Project Representative may direct a correct account of the net cost of labor and materials, together with vouchers. In any case, the Project Representative will certify the amount, including reasonable allowances for overhead and profit, due to the Contractor. Pending final determination of value, payments because of changes shall be made on the Project Representative’s estimate.

53. **Detail Drawings And Instructions** - The Owner will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

54. **Contract Drawings, Plans And Specifications** - Four (4) sets of contract drawings, plans and specifications will be furnished to the Contractor without charge. Additional copies that may be needed by the Contractor will be furnished at the cost of $50.00 per set (drawings and specifications). One complete set of Plans and Specifications shall be kept on the site by the Contractor and shall be accessible to the Project Representative or his representative at all times. Work shall conform to the applicable Contract Drawings, all of which form a part of these Contract Specifications and are available at the Purchasing Department, Leesburg, Florida.

55. **Ownership Of Drawings** - All drawings, specifications and copies thereof furnished by the Owner are the property of the Owner. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the Owner, at the request of the Owner upon the completion of the work.

56. **Surveys, Permits And Regulations** - The Owner will furnish horizontal and vertical control necessary to layout the work in an orderly and workmanlike manner.

Horizontal Control furnished by the Owner shall consist of adequately marked property corners or offset corners, with dimensions as shown on the drawings. Vertical Control will consist of benchmarks established within the immediate area of the work.

It shall be the responsibility of the Contractor to furnish all construction layout of the work, including, but not limited to, layout and elevations for the construction and final grade of the site.

The Contractor shall maintain and preserve all stakes and marks established by the Owner and should such stakes or marks be carelessly or willfully destroyed or damaged by the Contractor, said stakes or marks shall be replaced by the Owner at the expense of the Contractor. The Contractor will set the horizontal and vertical control only at the beginning of the job as specified above. Interim staking during the job and all staking and layout work not furnished by the Owner as specified above shall be the responsibility of the Contractor.
The Owner will furnish all personnel and equipment and materials to make such surveys as are necessary to determine the quantities of work performed.

The Owner will furnish environmental permits unless otherwise specified. The Contractor shall obtain any and all required permits from all appropriate government agencies, other than the permit required from FDEP, and SJRWMD which has already been secured by the Owner.

Work permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Owner in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Owner, he shall bear all cost arising there from.

57. **Royalties And Patents** - There may be a design, device, material or process included in these plans and specifications which may be covered by letters, patent or copyright. Prior to use of any design, device, material or process, or its incorporation into the construction, the Contractor shall secure indemnity from his subcontractors or material suppliers that will protect and save harmless the Owner from all loss on account thereof.

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

58. **Protection Of Work And Property** - The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this contract. The Contractor shall at all times protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so shall be repaired or restored by or at the expense of the Contractor except such as may be directly due to errors in the contract documents or caused by the agents or employees of the Owner.

59. **Deductions For Uncorrected Work** - If the Project Representative deems it inexpedient to correct work injured or done, not in accordance with the contract, an equitable deduction from the contract price will be made therefor.

60. **Delays And Extension Of Time** - If the Contractor be delayed at any time, in the progress of the work by an act of neglect of the Owner or of his employees, or by any other contractor employed by the Owner or by Changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Representative, or by any cause which the Project
Representative may decide to justify the delay, then the time of completion will be extended for any such reasonable time as the Project Representative may decide.

No such extension will be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Owner. In the case of a continuing cause or delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay will be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claims be reasonable.

61. **Correction Of Work Before Final Payments** - The Contractor shall promptly remove from the premises all materials condemned by the Project Representative as failing to conform to the contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not correct such condemned work and material within a reasonable time fixed by written notice, the Owner may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within three (3) days thereafter, the Owner may, upon three (3) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

62. **The Owner's Right To Do Work** - If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner after three (3) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies at the Contractor's expense.

63. **Suspension Of Work** - The Owner may at any time suspend the work or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to resume work from the Owner to the Contractor. The Owner will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was recommended to the Owner by the Project Representative to enforce the contract or for any violation of the contract.

64. **The Owner's Right To Terminate Contract** - If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Project Representative, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Representative that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment
of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Representative.

65. **Contractor's Right To Stop Work Or Terminate Contract** - If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Owner fails to pay the Contractor with twenty (20) days of its maturity and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and the Project Representative, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

66. **Removal Of Equipment** - In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which, the Owner will have the right to remove such equipment and supplies at the expense of the Contractor.

67. **Use Of Completed Portions** - Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of Item 97 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.

OWNER may at any time request CONTRACTOR in writing to take over operation of any such part of the Work although it is not substantially complete. A copy of such
request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together, with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work, which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with this Article; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

68. **Payment Schedule** - The Contractor shall submit to the Owner, at least 20 days before the date established for each progress payment (but not more often than once a month), an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the Application. Upon review and approval by the Owner, Project Representative and Engineer, the Owner shall submit the progress payment to the Contractor.

The retainage amount with respect to the progress payments shall be 10% unless otherwise stated in the Contract Documents.

Contractor shall, before any draw is issued, provide a sworn statement to Owner attesting that all services, materials and labor, furnished to the project to the date of the draw request have been paid for in full, or listing the amounts due for such services, materials and labor, and if any amounts are listed as being due, the Owner shall have the right to pay those amounts directly to the persons to whom they are due, with the balance of the draw amount to be paid to Contractor, and if the draw is insufficient to pay the amounts then due for services, materials and labor, the Owner shall pay those to whom such amounts are due on a pro rata basis until the draw is exhausted, and any remaining amounts due others shall be paid first out the next draw due.

The Owner shall not be required to issue progress payments pursuant to the draw schedule appended to the Proposal until its personnel have verified, by on-site inspection, that construction has in fact progressed to the stage at which a draw is required and that the work done and materials furnished are in compliance with the Contract Documents, and all applicable technical codes. The final draw due upon “completion” shall not be payable until the Engineer has determined that the
work has been completed in accordance with the Contract Documents and a Certificate of Completion has been issued by the City.

69. Payments Withheld - The Owner may withhold or, on account of subsequently discovered evidence, recover the whole or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.
c. Failure of the Contractor to make payments properly to subcontractors or for materials or labor.
d. The Project Representative's opinion that the contract cannot be completed for the balance then unpaid.
e. Damage to another contractor.
f. Failure to maintain adequate progress.
g. Damage to the building resulting from the negligence of the Contractor.

When the above grounds are removed, payment will be made for amounts withheld because of them.

70. Final Payment Application - Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

a. Completion of Project closeout requirements.
b. Completion of items specified for completion after Substantial Completion.
c. Assurance that unsettled claims will be settled.
d. Transmittal of required project construction records to Owner.
e. Final Clean Up as outlined in these General Conditions

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents (as provided in Item 93) and other documents--all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions under Waiver of Claims), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that 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; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation—all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions found under “Waiver of Claims”. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance 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 Item 14, 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 CONTRACTOR to ENGINEER 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.

71. **Contractor's Continuing Obligation** - CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided under Waiver of Claims).

72. **Waiver of Claims** - The making and acceptance of final payment will constitute a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract
Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, materials or labor on the project have been paid in full. If the Owner receives any Notice to Owner on this project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from the person who gave Notice to Owner, and at the time of the final draw shall furnish a final waiver of lien for each such person, as a condition precedent to receiving any payment from the Owner. Contractor shall indemnify the Owner and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys’ fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on the part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Project Representative, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

73. **Damages** - Any claim for damage arising under this contract shall be made in writing to the party liable within ten (10) days after the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials.

74. **Equipment Startup** - Equipment startup shall be in accordance of the manufacturer’s recommendations, and as required to demonstrate performance to the Engineer and Owner in accordance with the specifications. The Contractor shall provide 30-days notice to the Engineer and Owner of the date on which all equipment and systems will be ready for startup. The startup date shall be arranged as required by the Owner’s operational schedule with consideration of the schedule needs of the Engineer and Contractor.

75. **Completion Of Work** - The Contractor shall be considered "substantially complete" when the equipment and systems have been used without failure for seven (7) continuous days, and in the opinion of the Engineer, all work has been completed in general accordance with the plans and specifications and all test reports, inspections, etc. have been completed and delivered to the Engineer. Substantial completion shall also mean that degree of completion which allows the Owner to occupy and use the facilities. When the Engineer deems the work to be "substantially complete" he shall indicate this to the Owner in writing with copies to the Contractor. The date of contract completion shall be the same date at which the Contractor is considered substantially complete by the Engineer.

76. **Acceptance Of Finished Work** - The Owner shall make final acceptance inspection of the Project covered by this Contract when the Project is completed and finished in all respects in
accordance with the Contract Documents. Contractor shall furnish to the Engineer or Owner Representative a complete set of As-Built drawings. These drawings shall be prepared by a licensed Surveyor in the State of Florida and shall be submitted to the Engineer within five (5) days following the completion of the work.

77. **Final Clean Up** - The Contractor shall complete all cleaning operations before requesting final inspection.

The Contractor shall, as directed by the Project Representative, remove from the Owner's property and from all public and private property, at his own expense, all temporary structures, rubbish and waste materials resulting from his operation.

The Contractor shall remove temporary protection and facilities installed for protection of the work during construction.

The Contractor shall comply with all regulations of authorities having jurisdiction and safety standards for cleaning. The Contractor shall not burn waste materials. The Contractor will not discharge volatile, harmful or dangerous materials into drainage systems. The Contractor will remove all waste materials from the site and dispose of in a lawful manner. Materials of value remaining after completion of associated work will become the owner's property. The Contractor will arrange for the disposition of these materials as directed by the Owner.

The Contractor shall rake the grounds that are neither paved nor planted to a smooth, even-textured surface.

78. **Trees** - It shall be the responsibility of the Contractor to protect all trees within the limits of the work and as designated by the Project Representative.

79. **Guaranty** - CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in the paragraph in this section labeled ‘Inspections, Correction, Removal Of Defective Work’ (Item 98).

All equipment, materials and installation and workmanship furnished by the Contractor under the terms of the Contract, shall be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure, under normal operation for a period of two (2) years or as otherwise specified in the Technical Specifications and after the date of acceptance thereof by the Owner, and each item of equipment or materials and installation proving to be defective within the specified period of guaranty shall be replaced, without cost to the Owner, by the Contractor or by the Surety. The period of guaranty of such replacement shall be from and after the date of final acceptance of the Project by the Owner, provided however, that where any item or equipment or material comes with a manufacturer's warranty of two (2) years or longer, that warranty shall take precedence over the warranty of Contractor hereunder.
80. **Indemnity** - The Contractor agrees to make payment of all proper charges for labor required in the aforementioned work and defend, indemnify, and save harmless the Owner and Engineer or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney’s fees, and from all damages to which the Owner and Engineer or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of Contractor’s duties under the Contract, or through the negligence of the Contractor in the performance of its duties under this Contract, or through any act or omission on the part of the Contractor, his agents, employees, or servants or subcontractors.

Provided, however, if this Contract is deemed, by a court of competent jurisdiction, to be a construction contract for the purposes of Section 725.06, Florida Statutes, any obligation of the Contractor to defend, indemnify or hold harmless an Owner and Engineer shall be limited to an obligation to indemnify and hold harmless the Owner and Engineer, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

81. **Assignment** - Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due, or to become due to him hereunder, without the previous written consent of the Project Representative.

82. **Rights Of Various Interests** - Wherever work being done by the Owner’s forces, or by the other contractors, is contiguous to work covered by this contract, the respective rights of the various interests involved will be established by the Project Representative, to secure the completion of the various portions of the work in general harmony.

83. **Separate Contracts** - The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly conduct and coordinate his work with theirs.

If any part of the Contractor's work depends, for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Project Representative any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the work.

To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Project Representative any discrepancy between the executed work and the drawings.

84. **Lands For Work** - The Owner will provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of
temporary construction facilities and storage of his material, together with right of access to same.

85. **Access To Records** - The Owner, the Florida Department of State, or any of their duly authorized representatives shall have access to any books, documents, papers or any other records prepared by the Contractor that are directly pertinent to the work produced under this Agreement for making audit, examination, excerpts and transcription. Such records will be maintained for three (3) years after the completion of the work and until claims or audit findings have been resolved which were initiated prior to the expiration of the three (3) year period.

86. **Execution, Correlation And Intent Of Documents** - The Agreement shall be signed in quadruplicate by the OWNER and the CONTRACTOR. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Item 91 Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Item 90.

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

87. **Contractor's Understanding** - Contractor has visited the site, has called for utility locates and has familiarized itself with the local conditions under which the work is to be performed, both underground and above ground and both on and off premises and has correlated these observations with the requirements of the proposed contract documents; all as considered
necessary or pertinent to the work, and any failure to thus make all such prior investigations and studies shall in no way act as a waiver of any of the terms of the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained

88. **Familiarity With Laws** - The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

89. **Sales Tax** - The Contractor is required to pay Florida sales and use taxes on all materials purchased for this project unless otherwise specified in the document.

90. **Clarifications And Interpretations Of Contract Documents** - It is the duty of the CONTRACTOR to notify the ENGINEER, in writing, in the event of any doubt or question as to the true meaning of any provision in the Contract Documents. The ENGINEER's decision thereon shall be final. Annotated dimensions on drawings shall govern and work not dimensioned shall be as clarified by the ENGINEER. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to such recognized standard.

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time then CONTRACTOR shall notify OWNER in accordance with the Special Conditions or Item 60.

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Items 52 and 60 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render writing within a reasonable time. Written notice of each such claim, dispute and other matters will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter and judge under this Article, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant this Article with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Item 70) will be a condition precedent to any exercise by OWNER or CONTRACTOR of
such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

91. **Limitations On ENGINEER's Responsibilities** - Neither ENGINEER's authority to act under Item 90 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Article.

ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

92. **Safety And Precaution** - CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- all employees on the Work and other persons and organizations who may be affected thereby;
- all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 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.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and 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. All damage, injury or loss to any property referred to in paragraph caused, directly or in this Article directly, in whole or in
part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by 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 either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Item 70 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

93. Record Documents - CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, reviewed Shop Drawings, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to Item 90) in good order and annotated to show all changes made during construction. These record documents together with all reviewed samples and a counterpart of all reviewed Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents or As-builts, samples and Shop Drawings will be delivered to ENGINEER for OWNER. Upon delivery of such documents to ENGINEER, the CONTRACTOR shall provide a written certification, signed and dated, that all documents accurately and completely reflect all deviations from or changes in the original Contract Documents made during construction of the project.

Record documents shall be up-to-date and available for review by the resident project representative prior to each application for progress payment. Payment will not be made for construction of items not shown on the record documents.

These requirements also supplement those of Item 68. Not less than two percent (2%) of the contract price shall be retained until correct record drawings, specifications, addenda, modifications and shop drawings are delivered to and reviewed by the ENGINEER.

94. Physical Conditions-Underground Facilities - 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 are based on information and data furnished to OWNER or
ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Item 92 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

The word facility as used in this subsection titled "Utilities" includes any pipe conveying gases or liquids and appurtenances attached thereto; cables, conduits, wires, ducts and appurtenances; poles and appurtenances; any of which may be buried below grade or installed at or above grade level. A facility excludes irrigation pipes, service connections and traffic signal wiring. A service connection is a pipe (excluding irrigation pipes), cable, wire, duct or conduit that is intended to connect a facility with a user. The word Utility as used in this subsection titled "Utilities" refers to the entity having legal owner-ship of the facility, service connection, irrigation pipe, or traffic signal wiring.

The ENGINEER has endeavored to determine the existence of underground facilities at the site of the work from the records of the utilities with known facilities in the vicinity of the work. The position of these facilities as derived from such records are shown on the plans. Service connections, irrigation pipes, and traffic signal wiring may not be shown on the plans. The CONTRACTOR shall make his own investigations, including exploratory excavations and contact with Utilities, to determine the exact locations and type of existing facilities, service connections, irrigation pipes, and traffic signal wiring prior to commencing work in the area and shall be responsible for any damage thereto.

With regard to Item 91, damage, injury, or loss resulting in whole or in part from the CONTRACTOR's failure to locate and preserve a facility, service connection, irrigation pipe, or traffic signal wiring shall under no circumstances be deemed attributable to the fault of the Drawings or Specifications or to the acts or omissions of the OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable.

With respect to underground facilities, no claim for a change in the contract price may be allowed unless the CONTRACTOR discovers an underground facility which is not indicated or referred to in the Contract Documents or which is in a position differing materially and significantly from that indicated or referred to in the Contract Documents. If such discovery is made, the CONTRACTOR shall promptly notify in writing the OWNER, ENGINEER and the Utility. The OWNER may make changes in the alignment and grade of the work in accordance with Item 52.

At no additional cost to the OWNER, the CONTRACTOR shall replace, remove, relocate, protect, or temporarily maintain a facility which is not in a position differing materially and significantly from that indicated or referred to in the Contract Documents. At no additional cost
to the OWNER, the CONTRACTOR shall adjust the top elevation of all valve boxes and manholes to match the finish grade or pavement surface and shall replace, remove, relocate, protect, or temporarily maintain all service connections, irrigation pipes, and traffic signal wiring. The work on the facility, service connection, irrigation pipe or traffic signal wiring shall be done in a manner satisfactory to the Utility, it being understood that the Utility has the option of doing such work with his own forces, or permitting the work to be done by the CONTRACTOR.

95. **Physical Conditions** - Exploration and Reports: Reference is made in the Special Conditions to those reports of exploration and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

1. Unforeseen Conditions: CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and advise OWNER in writing if further investigation or tests are necessary.

Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

96. **Review Of Application For Progress Payment** - ENGINEER will, within ten days after receipt of each Application for Payment, to either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will become due and when due will be paid by OWNER to CONTRACTOR.

ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there
may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Item 98 have been fulfilled.

ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously recommended; to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss (refer to Item 69 above).

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

97. Substantial Completion - When CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and 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 days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will notify CONTRACTOR in writing stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and 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 ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion, ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's
issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendations will be binding on OWNER and CONTRACTOR until final payment.

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

98. **Inspections, Correction, Removal Of Defective Work** - ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections or tests.

If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGI-
NEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Special Conditions. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Special Conditions.

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order 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 CONTRACTOR or any other party.

If required by ENGINEER, CONTRACTOR shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

99. Acceptance Of Defective Work; Correction Of Defective Work By The Owner - If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'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, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 22. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective
and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of 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 CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Item 52. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

100. **Arbitration** - Before bringing any action in any court of competent jurisdiction pertaining to any claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, in an amount less than $25,000, except for claims which have been waived by the making and acceptance of final payment, the claimant/objector (Party A) shall first offer to arbitrate the question(s) with the other party to the contract (Party B) by notifying him in writing and setting forth in such notice the question(s) to be arbitrated.

Party B can select to arbitrate or not. If Party B agrees to arbitrate he shall so advise Party A in writing within ten days after receipt of Party A's notice. Notice by Party B that he does not wish to arbitrate or failure of Party B to notify Party A within the ten-day period will give Party A the right to institute a court action.

If Party B agrees to arbitrate, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association except as modified herein. In such event, the agreement to arbitrate shall be specifically enforceable under the provisions of the Florida Arbitration Code, S682, Fla. Stat., as it may be from time to time amended. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

If Party B agrees to arbitrate, then Party A shall file its notice of demand for arbitration in writing with Party B and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Notice of demand for arbitration shall be served on the parties referred to herein no later than thirty days from the date Party B agrees to arbitrate the issues in question. Failure to serve the notice of demand for arbitration shall constitute a waiver and abandonment of the claims for which arbitration is sought. Notice of demand for arbitration shall in no event be made on any claim, dispute or other matter in questions which would be barred by the applicable statute of limitations.
If the dollar amount of the claim exceeds $25,000, arbitration may only be utilized if both Party A and party B agree to arbitrate.

The CONTRACTOR shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

The Florida Rules of Civil Procedure pertaining to discovery shall apply to both parties during arbitration, and, at the OWNER's sole option, any and all arbitration arising out of or relating to any of the Contract Documents or any breach thereof shall include by consolidation, joinder, or joint filing any additional person or entity not a party to this Agreement to the extent necessary for the final resolution of the matter in controversy.

At least one of the members of the arbitration panel must be an attorney licensed to practice law in the state of Florida.

The surety shall be bound by the arbitration award to the same extent as the CONTRACTOR is bound.

The arbitration panel shall submit a written opinion with findings of fact and conclusions of law stating the basis for the decision made, and including an award of arbitration that may be confirmed by a court of competent jurisdiction.

Unless OWNER agrees to the contrary, the location of any and all arbitration proceedings shall be in the county in which the Project is located.

101. **Liquidated Damages** - Liquidated Damages in the amount of $500 per day is applicable to this project.

102. **Notice to Owner** - **FLORIDA STATUTES, TITLE XL, CHAPTER 713** - Contractor shall promptly notify all suppliers, laborers, and subcontractors at all tiers to serve the owner with a “Notice to Owner” (see FS 713.06 and Form FL - 03198), within the prescribed period (FS 713.06), and served on the City of Leesburg, Purchasing Department, P.O. Box 490630, Leesburg, Florida 34749-0630 as prescribed (FS 713.18).
SECTION 2 – SCOPE OF WORK

PART 1 – GENERAL

1.01 DESCRIPTION

A. General:

1. Furnish all labor, material, tools, equipment and services for all preformed roofing, flashing, gutter/downspouts, and mechanical equipment curbs as indicated, in accord with the provisions of the Contract Documents and Specifications (Section 5). The Contractor receiving an award will provide all components required for a complete roofing system.
2. Raise and reinstall mechanical equipment rooftop units as required to accommodate new curbs, roofing, existing curb closures and structural framing modifications.
3. Completely coordinate with work of all other trades.
4. See Owner’s supplemental conditions and contract requirements.

1.02 PROJECT LOCATIONS

A. Environmental Services Building - 223 South 5th Street, Leesburg
B. Fire Station 1 - 201 South Canal Street, Leesburg
C. City Owned Building - 415 West Magnolia Street, Leesburg

1.03 QUANTITIES

Measurements and quantities which may be given are estimates only, given for informational purposes. Bidders are encouraged to visit the sites to verify measurements and quantities.

The City reserves the right to alter the quantities of work to be performed at any time when necessary and the Contractor shall perform the work as altered, increased or decreased. Payment for such altered increased or decreased quantity will result in an Equitable Adjustment for changed work. Equitable Adjustments can result in price increases for the Contractor for increased work, or price reductions for the City for reduced work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

1.04 SEQUENCING (Following contract award)

A. General

1. The Contractor shall be solely responsible for sequencing of all activities.
2. Contractor to provide written notification to the Owner at least 72 hours prior to starting work that will require taking existing components out of service.

B. Sequence Submittal

1. Submit a proposed sequence in accordance with Articles 49 through 52 of the Supplemental Conditions with associated starting time and completion time of tasks to Project Manager (PM) for review.
2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The City is not obligated to accept any of these suggested alternatives.

1.05 SEQUENCING CONSTRAINTS

A. The following construction sequencing constraints are to emphasize critical tasks of the Work in any subsequent Contract. It is not a complete list of all work to be completed.

1. All work activities must remain within recorded easements or public right of way.
2. The City’s approval of Contractor’s Traffic Management Plan.

1.06 CONTRACTOR’S SUPERINTENDENCE

A. CONTRACTOR shall submit, with the initial Detailed Construction Schedule, a detailed manpower organization chart indicating the management and supervisory personnel for the control and supervision of all aspects the WORK. Particular reference must be made to those personnel proposed for overall project direction, co-ordination and programming roles. Only in exceptional circumstances will substitute candidates be allowed when work commences. Under these exceptional circumstances only a candidate may be submitted with equivalent or better experience.

B. Particulars of nominees for all key positions shall be provided, including detailed resume, giving qualifications and previous experience. The key positions, which may be combined or separate, shall include:

- Project Director
- Project Manager
- Site Safety Manager/Supervisor
- In general, managers shall have a minimum of five years experience and supervisors a minimum of three years experience.

1.07 WORKING HOURS

A. The CONTRACTOR’S representative on site directly responsible for the Work shall be immediately contact-able at any time during the normal working day and shall immediately respond to all or any query by the PM or Owner's Authorized Representative (OAR).

B. Adequate means of communication by telephone, portable radio, CB, walkie-talkies, or other electronic means of communication must be established at all times as part of the routine work methodology and in case of an emergency.

C. Daytime working is defined as 0700 to 1700 hours. No work shall be carried out at any other time or on a bank holiday, including Saturday and Sunday, without permission in writing from the PM except when the work is unavoidable or absolutely necessary for the saving of
life, property or for the safety of the works, in which case the CONTRACTOR shall immediately notify the PM of such works.

D. Night work shall be defined as the period of 1700 to 0700 hours. All work areas are to be properly barricaded and lighted.

E. Weekend working shall be defined as the period from 1700 hours Friday to 0700 hours Monday.

1.08 NOISE CONTROL

A. CONTRACTOR shall employ the “best practicable means” to minimize and mitigate noise as well as vibration resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery particularly in residential areas and in the near vicinity of hospitals and schools, especially at night.

B. Sound reduced equipment is defined as equipment which emits a sound pressure level exceeding 75dB(A) at 30-feet in any direction from the center of the machine if the equipment is to be used between the hours of 0700 and 1900, and 65 dB(A) if used outside those hours.

C. CONTRACTOR shall inform the PM before the commencement of the Work, or of any significant phase thereof, or immediately any change in the method of working not previously notified is affected.

D. Any pumps, generators, combination cleaners or other noise emitting equipment shall be suitably screened to minimize nuisance and pollution.

E. This shall not be taken as preventing or prohibiting the execution of works which are absolutely necessary for the saving of life or property or for the safety of the work. The use of machinery or equipment in an emergency situation shall be notified as soon as practicable to the PM.

1.09 TECHNICAL SPECIFICATIONS

A. Contractor shall review and be familiar with the Scope of Work and Specifications prior to bidding. All materials, methods, testing, etc. shall be in accordance with City requirements, unless superseded by county, state or federal requirements.

B. The City’s Specifications in this SECTION 2 and in SECTION 5 are considered minimum standards.

1.10 STANDARD SPECIFICATIONS

The standards contained in the section titled “Technical Specifications” within this document will apply to this project. Any conflict between standards listed shall be clarified by the City Representative.
1.11 COOPERATION WITH OTHERS
The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted. The City Representative or Engineer for this project will **NOT** coordinate this work for the Contractor.

1.12 CLAIMS FOR EXTRA COST
If the Contractor claims that any instructions which involve extra cost under this contract, he shall give the Project Representative written notice thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, the procedure shall then be as provided for changes in the work. No such claim will be valid unless so made.

1.13 CONTRACTORS ACCEPTANCE OF CONDITIONS
1. The contractor hereby agrees that he has carefully examined the surface of the site and surrounding areas to fully satisfy the contractor that such site is a correct and suitable one for this work and the contractor assumes full responsibility therefore. The provisions of this ITB and any subsequent contract shall control any inconsistent provisions contained in the specifications. All Specifications have been read and carefully considered by the Contractor, who understands the same, and agrees to their sufficiency for the work to be done. It is expressly agreed that under no circumstances, conditions or situations shall any subsequent contract be more strongly construed against the City than against the Contractor and his Surety.

2. Any ambiguity or uncertainty in the Specifications shall be interpreted and constructed by the Engineer of Record and his decision shall be final and binding upon all parties.

3. It is distinctly understood and agreed that the passing, approval and/or acceptance of any part of the work or material by the City, the Engineer of Record, or by any agent or representative as in compliance with the terms of this contract and/or of the Specifications covering said work, shall not operate as a waiver by the City of strict compliance with the terms of this Contract, and/or the Specifications covering said work; and the City may require the Contractor and/or his surety to repair, replace, restore and/or make to comply strictly and in all things with this Contract and the Specifications any and all of said work and/or materials which within a period of one (1) year from and after the date of the passing, approval, and/or acceptance of such work or material, are found to be defective or to fail in any way to comply with this contract or with the Specifications. This provision shall not apply to materials or equipment normally expected to deteriorate or wear out and become subject to normal repair and replacement before the condition is discovered. The Contractor shall not be required to do normal maintenance work under the guarantee provisions. Failure on the part of the Contractor and/or his surety, immediately after notice to either, repair or replace any such defective materials and workmanship shall entitle the City, if it sees fit, to replace or repair the same and recover the reasonable cost of such replacement and/or repair from the Contractor and/or his surety, who shall in any event be jointly and severally liable to the City for all damage. Loss and expenses caused to the City by Reason for the Contractor’s breach of this contract and/or his failure to comply strictly and in all things with this Contract and with the Specifications.
1.14 HAZARDOUS MATERIALS
The Contractor shall be responsible for the independent inspection and certification of the removal, transportation and disposal of all identified and all unidentified hazardous materials located within the project site.
SECTION 3 – GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Addenda: A written change to a solicitation issued by the Purchasing Agency to all potential bidders prior to the time for the receipt of bids.
1.2. Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.
1.3. Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.
1.4. Business Days – A business day is defined as the five (5) week days of Monday through Friday. Official City holidays falling on one or more of these days are not counted as a business day.
1.5. Contract: The agreement to provide the goods or perform the services set forth in this solicitation.
   1.5.1. Purchase of Goods - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a City purchase order.
   1.5.2. Performance of Services – The contract will be comprised of the Agreement between the City and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
1.6. Contractor: The vendor to whom award has been made.
1.7. City: Shall refer to City of Leesburg, Florida.
1.8. Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
1.9. Modification: A written change to the terms of a contract.
1.10. Responsible: Refers to a vendor that has the capacity and capability to perform the work required under an Invitation to Bid and is otherwise eligible for award (see paragraph 34).
1.11. Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid. Their bid response conforms to the instructions and format specified in the solicitation document. All required forms have been completed and submitted with the response.
1.13. Vendor: A general reference to an entity responding to this solicitation or performing under any contract resulting from a solicitation.
1.14. In Writing – Unless otherwise designated ‘In Writing’ includes submitting documents or questions through electronic means such as electronic mail (e-mail), facsimile or through the on-line bid system (BidSYNC, LLC) currently used by the City.
1.15. Shall/Must/Will - The City has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions or requirements, but are permissive in nature.

2. Instructions to Bidders

2.1. Addenda – The Purchasing Division may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder is required to submit with its bid a signed “acknowledgement of Addenda” form when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

2.2. Bidder Qualification – Eligibility requirements for award.
   2.2.1. It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of commodities, construction or services specified in the solicitation are encouraged to submit bids. Vendors may register at no cost with BidSYNC, LLC to be
notified of bid opportunities for selected categories of goods and services. To be recommended for award
the City requires that vendors provide evidence of compliance with the requirements upon request.

2.3. **Contents of Solicitation and Bidders’ Responsibilities** – It is the responsibility of the bidder to become
thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of
these matters by the bidder will not be accepted as a basis for varying the requirements of the City or the
amount to be paid to the vendor.

2.4. **Public Entity Crimes** - The following statement contains new provisions of Section 287.133 FLORIDA
STATUES, ON PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a
conviction for a public entity crime may not submit a Bid Response on a contract to
provide any goods or services to a public entity, may not submit a bond on a contract
with a public entity for the construction or repair of a public building or public work,
may not submit Bid Responses on leases of real property to a public entity may not be
awarded or perform work as a contractor, supplier, subcontractor, or consultant under
a contract with any public entity, and may not transact business with any public entity
in excess of the threshold amount provided in Section 287.017 for Category Two
($25,000) for a period of 36 months from the date of being placed on the convicted
vendor list."

2.5. **Request for Additional Information** - Any communication or inquiries, except for clarification of process
or procedure already contained in the solicitation, are to be made in writing to the attention of the
procurement representative identified in the solicitation no later than five (5) working days prior to the bid
opening date. **Oral answers will not be authoritative.**

2.6. **Requests** – Bidders are encouraged to submit their questions electronically through BidSYNC. If this is not
possible questions may be faxed to the attention of the Purchasing Department at (352)326-6618 or
submitted via e-mail at purch@leesburgflorida.gov. You must reference the ITB number in the subject line.
All requests for information or questions should be clearly marked and must be received no later than the
time and date indicated on the summary sheet.

2.7. **Restricted Discussions** – From the date of issuance of this solicitation until final City action, vendors
should NOT discuss the solicitation or any part thereof with any employee, agent, or any other
representative of the City except as expressly authorized by the designated procurement representative. The
only communications that shall be considered pertinent to this solicitation are appropriately signed written
documents from the vendor to the designated procurement representative and any relevant written
document promulgated by the designated procurement representative.

2.8. **Questions Regarding Specifications Or Bid Response Process** - To ensure fair consideration for all
Bidders, the City prohibits communication to or with any department, division, employee, or city
representative from the date of issuance of this solicitation until final City action.

2.8.1. All questions relative to interpretation of specifications or the Bid Response process shall be addressed **in
writing** as indicated, in ample time before the period set for the receipt and opening of the Bid Responses.
No inquiries, if received after the deadline for questions will be given any consideration. Any
interpretation made to prospective Bidders will be expressed in the form of an addendum to the
specifications which, if issued, will be sent to all prospective Bidders no later than two (2) days before the
date set for receipt of the Bid Responses.

2.8.2. Prior to submitting a bid it will be the responsibility of the Bidder to ascertain if any addenda have been
issued, to obtain all such addenda and return executed addenda with the Bid Response. All addenda are
posted to the BidSYNC website for the specific solicitation.
3. **Award** – Award may be made to the lowest priced responsive and responsible bidder. The City reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The City will be the sole judge of its best interest.

4. **Assignment** – The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

5. **Basis For Bidding** - The total amount bid shall be based on unit prices and/or lump sum(s) according to the Bid Schedule form of the bid. Any quantities shown in the Bid Response Form documents are estimates for the purpose of arriving at a total bid price for Bid Response comparison.

6. **Cancellation of Solicitation** – The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City.

7. **City is Tax Exempt** - The City is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The City will provide an exemption certificate upon request. Contractors doing business with the City are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any contractor be authorized to use any of the City’s Tax Exemptions in securing such materials.

8. **Collusion Among Bidders** - If it is believed that collusion exists among Bidders, the Bid Responses of all participants on such collusion shall be rejected.

9. **Conflict of Interest** - The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all Bidders must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder’s firm or any of its branches.

10. **Conflicts within the Solicitation** – Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Statement of Work, the Pricing Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Price Section, the Statement of Work, the Special Terms & Conditions, and then the General Terms & Conditions. In addition, in the case of a conflict between any term or provision contained in contract documents which cannot be resolved by the order of precedence set forth previously, the term or condition that is more stringent and/or specific shall govern and apply.

11. **Continuation of Work** – Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

12. **Contract Extension** – The City has the unilateral option to extend any contract resulting from this solicitation for up to ninety (90) calendar days beyond the current contract period. In such event, the City will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor(s). Exercise of the above options requires the prior approval of the Purchasing Manager.

13. **Copeland "Anti-Kickback" Act** - The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

14. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Leesburg Purchasing Division shall be final and binding on both parties.

15. **Execution of Contract** – The Bidder to whom a Contract is awarded will be required to execute two (2) original contract documents within ten (10) days from the date of notice of acceptance of the Bid, and deliver these executed instruments to the City of Leesburg Purchasing Division.
16. **Interpretation of Contract Documents** - Each Bidder shall thoroughly examine the Bid Response Form, and all other papers comprising the Contract Documents. He shall also examine and judge for himself all matters relating to the location and the character of the proposed work. If the Bidder should be of the opinion that the meaning of any part of the specifications is doubtful or obscure, or that they contain errors or reflect omissions, he should report such opinion or opinions in writing for an interpretation thereof to Purchasing Department, P.O. Box 490630, Leesburg, Florida 34748, Email to: purch@leesburgflorida.gov, (352) 728-9880, FAX (352) 326-6618 at least seven (7) days before the date of the formal opening of Bid Responses in order that appropriate addenda may be issued by the Purchasing Manager, if necessary, to all prospective Bidders.

16.1. Any such interpretation will be made only through the issuance of a written addendum, a copy of which will be so mailed or delivered to each prospective Bidder who has received Bid Response documents. The Purchasing Manager will not be responsible for oral interpretation given either by him or by a member of his staff, the issuance of a written addendum being the only official method whereby such an interpretation will be given. The failure of the Bidder to direct the attention of the Purchasing Manager to errors or discrepancies will not relieve the Bidder, should he be awarded the contract, of responsibility of performing the work to the satisfaction of the City of Leesburg.

17. **Inspection and Acceptance Of Materials Or Services** - The material and/or services provided under any contract awarded in accordance with this solicitation shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller. Materials shall be returned to the seller at the seller’s expense. The City may take up to 15 days to complete their inspection of materials or services. The inspection period will be used to determine if the item meets the specifications requested and is fit for its intended use. Payment will be authorized upon final acceptance.

18. **Liability** - The vendor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order or Agreement which may result from this Bid Response.

19. **Non-appropriation** - The vendor understands and agrees any and every Purchase Agreement is subject to the availability of funds to the City to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the City, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the City anticipates using to pay its obligations hereunder, and the City has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under Contract. The City may terminate a Purchase Agreement, with no further liability to the vendor, effective the first day of a fiscal period provided that:

19.1. a non-appropriation has occurred, and
19.2. The City has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
19.3. Upon the occurrence of such non-appropriation the City shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

20. **Other Agencies** - With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name, delivery locations and legal jurisdiction.

21. **Price Bid** - The unit prices, lump sum(s) and total price bid for the work shall be stated in figures in the appropriate places on the prescribed Bid Form, and shall be firm for 90 calendar days after the bid opening date. In the case of a discrepancy between the unit cost and extended cost the unit cost quoted will take precedence.

22. **Prompt Payment** - It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments.
however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

23. **Protests** – Protests must be submitted in writing to the Purchasing Manager at 204 N. 5th St., Leesburg, FL 34748. The written protest must specifically state the reason for the protest and exactly what is being protested. Written protests must be submitted to the Purchasing Manager within 3 business days after the Notice of Intent to award being issued. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than 5 business days from the day it is received. In case of a protest the determination and decision of the City of Leesburg Purchasing Division shall be final.

24. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all bid responses submitted.

25. **Qualifications of Bidders** - The City of Leesburg reserves the right before awarding the contract, to require the Bidder to submit such evidence of his qualifications and experience 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.

25.1. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.

25.2. Any Bidder may be required to show to the complete satisfaction of the City of Leesburg that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

25.3. Bidders must possess any and all required licenses to perform and complete the work necessary in this project. The Bidder must be licensed at the time of submitting their bid and the license must be in effect for the entire period of the project.

26. **Quantities** – The City reserves the right to adjust the quantities stated in this bid document. Available funding versus prices bid may affect actual quantities ordered. The City may choose to increase or decrease quantities stated in the documents depending on the circumstance. The City is not obligated to place an order for a given amount subsequent to the award of this solicitation. The City may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the City be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

27. **Responsibility of Bidder To Inform Himself As To All Conditions Relating To Project** - The Bidder, by and through the submission of his Bid Response, agrees that he shall be held responsible for having theretofore examined the site, the location and/or route of all proposed work and for having satisfied himself as to the character of such location and/or route of surface and underground obstructions, the nature of the ground and water table conditions and all other physical characteristics of the job, in order that he may include in the prices which he proposes, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

28. **Responsiveness (Sealed Bids)** - Bids shall conform in all material respects to the Invitation to Bid (ITB) in order to be considered for award. Any bid which fails to conform to the ITB’s essential requirements shall be rejected.

29. **Right to Accept or Reject Bid Responses** - Bid Responses which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, may be rejected at the option of the City of Leesburg (also see ITB Definitions).

29.1. The City of Leesburg does not bind itself to accept the lowest bid for the minimum specifications stated herein, but reserves the right to accept any Bid Response which in the judgment of the City will best serve the needs and interests of the City of Leesburg. If, at the time this contract is to be awarded, the lowest base Bid Response submitted by a responsible Bidder having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the City as available to finance the contract, the contract will be awarded for that base Bid Response. If such bid exceeds such amount, the City may reject all Bid Responses or
may award the contract on the base bid less such deductible alternates or schedules of work which are listed in
the Bid Response Forms, as produces a net amount which is within the available funds.

30. Rules, Regulations and Licenses – The vendor shall comply with all federal, state, county, and local laws
ordinances, rules and regulations applicable to provision of the goods and/or services specified in this solicitation.
Lack of knowledge by the Bidder will in no way be relief from responsibility.

31. Signature Of Bidder - The Bidder shall sign the Bid Response Form (Bidders Certification) in the space provided for
the signature. If the Bidder is an individual, the words, "Doing Business As (business name)", or "Sole Owner"
shall appear beneath his signature. In the case of partnership, the signature of at least one of the partners shall follow the firm
name and the words, "Member of Firm", should be written beneath such signature. If the Bidder is a corporation, the
title of the office signing the Bid Response in behalf of the corporation shall be stated and evidence of his authority to
sign the Bid Response shall be submitted. The Bidder shall state in the Bid Response the name and address of each
person interested herein.

32. Subcontracting – Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the
work without prior written consent of the City. The ability to subcontract may be further limited by the Special Terms
and Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for
default.

33. Time Allowed - Time is of the essence and the successful vendor shall deliver the item(s) within the total number of
calendar days as provided for in the Bid Response submitted.

34. Vendor Qualification - Eligibility requirements for contract award.
- Have NO delinquent indebtedness to the City of Leesburg or other federal, state, or municipal agencies;
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the
contract;
- Be able to comply with the required or proposed delivery or performance schedule;
- Have a satisfactory record of performance. Vendors who are or have been seriously deficient in current or
recent contract performance (when the number of contracts and the extent of the deficiency of each are
considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the
contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily
be sufficient to justify a finding of non-responsibility;
- Have a satisfactory record of integrity and business ethics; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

35. Warranty - All warranties express and implied, shall be made available to the City for goods and services covered by
this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship.
At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the
manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's
standard warranty.

36. Wage Rates/Equal Employment Opportunity - Wage rates for laborers, mechanics and apprentices shall not be less
than those established by the Florida Department of Labor and Employment Security and/or the United States
Department of Labor for this work, as may be attached hereto. The Contractor must insure Equal Employment
Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

Withdrawal of Bid Responses - Any Bid Response may be withdrawn prior to the time scheduled in the Request for Bid
Responses advertisement for the opening of Bid Responses. Bid responses may not be withdrawn after the published due
date and time. All original bid responses become property of the City of Leesburg and cannot be returned.
SCHEDULE OF BID ITEMS
Bid No: 110021

ITEM 1 - ENVIRONMENTAL SERVICES BUILDING
Membrane Roofing

Your Bid MUST BE submitted on this form.

Vendor Name: __________________________________________

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Lump Sum Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Environmental Services Building</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Membrane Roofing</td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Other Costs (Permits, Bonds etc.)</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL BID $  

Time for Completion

Completion of project is desired within 30 calendar days from Notice to Proceed (NTP). Bids which do not indicate a completion time that is within this delivery time may be deemed as non-responsive.

Number of CALENDAR DAYS to begin work after receipt of NTP: Calendar Days

Number of CALENDAR DAYS to completion after receipt of NTP: Calendar Days

Bidders State of Florida Contractor License Number: ______________________

Roofing Material Manufacturer’s Warranty Period: ____________ Years

Include copy of CONTRACTOR’s license with your solicitation.

Double check the Bid prices.

Amounts cannot be changed following the Bid due date and time.
SCHEDULE OF BID ITEMS
Bid No: 110021

ITEM 2 - FIRE STATION 1
Modified Bitumen Roofing

Your Bid MUST BE submitted on this form.

Vendor Name: __________________________________________

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Lump Sum Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Fire Station Number 1</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Modified Bitumen Roofing</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Other Costs (Permits, Bonds etc.)</td>
<td>$</td>
</tr>
</tbody>
</table>

TOTAL BID $  

Time for Completion

Completion of project is desired within 30 calendar days from Notice to Proceed (NTP). Bids which do not indicate a completion time that is within this delivery time may be deemed as non-responsive.

<table>
<thead>
<tr>
<th></th>
<th>Calendar Days</th>
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<tbody>
<tr>
<td>Number of CALENDAR DAYS</td>
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<tr>
<td>to begin work after</td>
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<tr>
<td>receipt of NTP:</td>
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<tr>
<td>Number of CALENDAR DAYS</td>
<td></td>
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<tr>
<td>to completion after</td>
<td></td>
</tr>
<tr>
<td>receipt of NTP:</td>
<td></td>
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<tr>
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<td></td>
</tr>
</tbody>
</table>

Bidders State of Florida Contractor License Number: ________________________________

Roofing Material Manufacturer’s Warranty Period

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Years</td>
</tr>
<tr>
<td>Roofing Material</td>
<td></td>
</tr>
<tr>
<td>Manufacturer’s Warranty</td>
<td></td>
</tr>
<tr>
<td>Period</td>
<td></td>
</tr>
</tbody>
</table>

Include copy of CONTRACTOR’s license with your solicitation.

Double check the Bid prices.
Amounts cannot be changed following the Bid due date and time.
# SCHEDULE OF BID ITEMS

**Bid No:** 110021

## ALTERNATE

**ITEM 2A - FIRE STATION 1**  
Membrane Roofing

Your Bid **MUST BE** submitted on this form.

Vendor Name: __________________________________________

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Lump Sum Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2A.1</td>
<td>Fire Station Number 1</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Membrane Roofing</td>
<td></td>
</tr>
<tr>
<td>2A.2</td>
<td>Other Costs (Permits, Bonds etc.)</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL BID** $ 

### Time for Completion

Completion of project is desired within 30 calendar days from Notice to Proceed (NTP). Bids which do not indicate a completion time that is within this delivery time may be deemed as non-responsive.

- Number of CALENDAR DAYS to begin work after receipt of NTP: _______ Calendar Days
- Number of CALENDAR DAYS to completion after receipt of NTP: _______ Calendar Days

Bidders State of Florida Contractor License Number: ______________________

Roofing Material Manufacturer's Warranty Period: _________ Years

Include copy of CONTRACTOR’s license with your solicitation.

- Double check the Bid prices.  
- Amounts cannot be changed following the Bid due date and time.
**SCHEDULE OF BID ITEMS**

**Bid No: 110021**

ITEM 3 - CITY OWNED BUILDING
Modified Bitumen Roofing

Your Bid **MUST BE** submitted on this form.

<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Lump Sum Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>City Owned Building Modified Bitumen Roofing</td>
<td>$</td>
</tr>
<tr>
<td>3.2</td>
<td>Other Costs (Permits, Bonds etc.)</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL BID** $

**Time for Completion**

Completion of project is desired within 30 calendar days from Notice to Proceed (NTP). Bids which do not indicate a completion time that is within this delivery time may be deemed as non-responsive.

<table>
<thead>
<tr>
<th>Number of CALENDAR DAYS to begin work after receipt of NTP:</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of CALENDAR DAYS to completion after receipt of NTP:</td>
<td>Calendar Days</td>
</tr>
</tbody>
</table>

Bidders State of Florida Contractor License Number:

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Roofing Material Manufacturer’s Warranty Period

___________ Years

Include copy of CONTRACTOR’s license with your solicitation.

Double check the Bid prices.

Amounts cannot be changed following the Bid due date and time.
BIDDER’S CERTIFICATION

By signing and submitting this bid or proposal the respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the City.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid or proposal.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your bid being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the bid or proposal non-responsive.

Exceptions — No Exceptions will be allowed after the solicitation due date and time.

___ I take NO exceptions to this solicitation and all related documents.

The following exception(s) is/are taken:

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

General Vendor Information and Signature

| Firm Name: |
| Physical Address: |
| Mailing Address: |
| Phone No.: | Fax No.: | Mobile Phone No.: |
| FEIN No.: | e-Mail Address: |
| Printed name: | Title: |

Signature: Date:
ADDITIONAL CONTACT INFORMATION

Provide information regarding who may be contacted regarding the solicitation response.

<table>
<thead>
<tr>
<th>Additional Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone No.:</td>
</tr>
<tr>
<td>e-Mail Address:</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Additional Contact</th>
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<tbody>
<tr>
<td>Name:</td>
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</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Phone No.:</td>
</tr>
<tr>
<td>e-Mail Address:</td>
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</tbody>
</table>

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies. Failure to complete this acknowledgement section may be considered a major irregularity and may be cause for rejection of the bid.

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this solicitation:

- Addendum #1, Dated: ___________________
- Addendum #2, Dated: ___________________
- Addendum #3, Dated: ___________________
- Addendum #4, Dated: ___________________
- Addendum #5, Dated: ___________________

Part II:

☐ No Addendum was received in connection with this solicitation.
STATEMENT OF EXPERIENCE – Part 1

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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<tbody>
<tr>
<td>No. of years in business:</td>
<td>Years at current address:</td>
</tr>
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</table>

**PRINCIPALS**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
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</table>

Describe the type of work normally performed by your company:

Financial Status:  □ Poor □ Good □ Excellent

<table>
<thead>
<tr>
<th>No. of Personnel Currently Employed:</th>
<th>No. of Personnel Available for this Project:</th>
</tr>
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<tbody>
<tr>
<td></td>
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List Equipment To Be Used On This Project

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</tbody>
</table>
**STATEMENT OF EXPERIENCE – Part 2**  
**“SIMILAR” PROJECT EXPERIENCE**

List all SIMILAR projects your firm has completed. Copy this sheet if additional pages are needed. You must use this form. Attaching a separate listing may cause your bid to be deemed non-responsive and rejected.

<table>
<thead>
<tr>
<th>Project Name/Location:</th>
<th>Project Owner:</th>
<th>Date Completed:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Description and Specific Scope:</strong> Be Descriptive. Use additional pages.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Amounts:</td>
<td>Original $</td>
<td>At Completion: $</td>
</tr>
<tr>
<td>Briefly Explain Any Variance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name/Location:</th>
<th>Project Owner:</th>
<th>Date Completed:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Description and Specific Scope:</strong> Be Descriptive. Use additional pages.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Amounts:</td>
<td>Original $</td>
<td>At Completion: $</td>
</tr>
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<td>Original $</td>
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</tr>
<tr>
<td>Briefly Explain Any Variance:</td>
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<tr>
<td>Contact Person:</td>
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<tr>
<td>Phone Number:</td>
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<td>Fax Number:</td>
</tr>
</tbody>
</table>
SUB-CONTRACTOR LISTING

Bidders using their own forces for all divisions bid for the work may skip Section I. If subcontractors are listed below, the Bidder acknowledges that they have fully investigated each subcontractor listed and has in their files evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, and that the subcontractor maintains a fully equipped organization capable, technically and financially, of performing the work required.

If more space is needed use copies of this form.

<table>
<thead>
<tr>
<th>Section I - Trade Sub-Contractors</th>
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<tbody>
<tr>
<td>Sub-Contractor Name and Address</td>
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<table>
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<tr>
<th>Section II - Material Suppliers or Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier or Manufacturer Name and Address</td>
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AFFIDAVIT OF NON-COLLUSION

I state that I am _____________________________________ of __________________________________________ and that I
am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my
firm for the price(s) and the amount of this Offer.

I state that:

(1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or
agreement with any other Proposer or potential Proposer.

(2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this
Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed
before Solicitation opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit
an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary
Offer.

(4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any
firm or person to submit a complementary or other noncompetitive Offer.

(5) __________________________________________________, its affiliates, subsidiaries, officers, directors and employees
(name of company)
are not currently under investigation by any governmental agency and have not in the last four years been convicted of or
found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect
to bidding on any public contract, except as described in the attached appendix.

I state that___________________________________________________ understands and acknowledges that the above
(name of company)
representations are material and important, and will be relied on by the City of Leesburg in awarding the contract(s) for
which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be
treated as fraudulent concealment from the City of Leesburg of the true facts relating to the submission of Offers for this
solicitation or contract.

__________________________________________  (Authorized Signature)  (Title)

NOTICE: State name of Bidder followed by name of
authorized individual (and title) who is signing as Affiant. If
Bidder is an individual, state name of Bidder only.

__________________________________________  (Name of Company)

Sworn to and subscribed to before me this _____ day of ________________, 20__, in the state of
________________________, County of ________________________.

Attest: ________________________________
Notary Public

My Commission Expires: ________________________________  Notary Seal
AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES)

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 the City of Leesburg

by ___________________________________________________________

(individual’s printed name and title)

for _____________________________________________________________ whose business address

(name of company submitting sworn statement)

is _____________________________________________________________

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

II. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court 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.

III. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person 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. 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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

IV. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, 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 bids or applies to bid on contracts for the provision 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.

[rest of page intentionally left blank]
V. Based on information and belief, THE STATEMENT WHICH I HAVE MARKED BELOW is true in relation to the entity submitting this sworn statement.

___ 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 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 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 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 1 (ONE) 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 IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____________________________________   ___________________
(Signature)    (Date)

STATE OF ___________________ )
COUNTY OF _________________________ )

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

___________________________________________ who, after first being sworn by me, affixed his/her signature

(Name of individual signing)

in the space provided above on this _______ day of __________________, 20_____.

Attest:____________________________________________
(Notary Public)

My commission expires:______________________________         ______________________________________
(Notary Seal)
BID BOND

STATE OF FLORIDA  )
COUNTY OF _________________  )

KNOW ALL MEN BY THESE PRESENTS, that _______________________________________________ as Principal, and__________________________________________ a corporation organized and existing under the laws of the State of____________, having its home office in the City of ____ _______, and currently licensed to do business in the State of Florida, as Surety, are held firmly bound unto the City of Leesburg, Lake County, Florida, hereinafter called the City, in the penal sum of _________________________ Dollars, ($__________), for the payment of which well and truly made, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, by these presents;

The condition of the obligation is such, that whereas the Principal has submitted the attached bid dated ____________________ for the

CONSTRUCTION of

NOW, THEREFORE, if the Principal shall not withdraw said Bid prior to the date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the Bid as accepted, and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such contract and give such Bond, if the Principal shall pay to the City the difference, not to exceed the penalty hereof, between the amount specified in said Bid and the amount for which the City may produce or obtain the required work and/or supplies, provided the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
BID BOND (CONT’D)

Any changes or modifications made in or under the bid documents prior to submission thereof, and compliance or noncompliance with any formalities connected with the Bid or with any changes or modifications, do not affect Surety's obligation under this Bond, notice of such changes or modifications to the Surety being hereby waived.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representatives, each pursuant to authority of its governing body.

Signed, sealed, and delivered in the presence of: ________________________________

________________________________ (DATE)

ATTEST:

________________________________ PRINCIPAL ________________________________ (SEAL)

________________________________ By: ________________________________

ATTEST:

________________________________ SURETY ________________________________ (SEAL)

________________________________ By: ________________________________

Attorney-in-Fact

(Note: If both Principal and Surety are corporations, their respective corporate seals should be affixed hereon, and copy of Surety representative's Power-of-Attorney attached hereto.)
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ______________________, certify that I am the Secretary of the corporation named as Principal in the foregoing Bond; that ______________________________, who signed the said Bond on behalf of the Principal was then ______________________ of said corporation that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

__________________ (SEAL)
Secretary

STATE OF FLORIDA)
COUNTY OF               ) SS
CITY OF                 )

Before me, a Notary Public duly commissioned, qualified, and acting personally appeared _____________________________ to me well known, who being by me first duly sworn upon oath says that he is the Attorney-in-Fact for ________________________, Surety, and that he has been authorized by said Surety corporation to execute the foregoing Bond on behalf of the Contractor named therein in favor of the City of Leesburg, Florida.

Subscribed and sworn to before me this ____ day of __________________, 2009.

__________________
Notary Public
State of Florida at Large

My Commission Expires:  
(S E A L)
## Local Business Enterprise Consideration Request

If your firm is requesting to be considered as a qualified Local Business Enterprise this form must be completed in its entirety by the prime contractor submitting a bid. Failure to complete and submit this form and the forms from subcontractors & material suppliers will not be waived and considered at a later date. Indicate the status you are requesting as the prime contractor:

- [ ] My firm qualifies as a Local Business Enterprise and will use our own forces to complete at least 51% of the project cost.
- [ ] My firm qualifies as a Local Business Enterprise and will utilize at least 51% qualifying Local Business Enterprise subcontractors or material suppliers. (A letter of intent will be completed by each sub-contractor/material supplier and submitted with your bid.)
- [ ] My firm is outside the LBE zone and requests to be qualified as a Local Business Enterprise by utilizing at least 51% qualifying Local Business Enterprise subcontractors or material suppliers. (A letter of intent will be completed by each sub-contractor/material supplier and submitted with your bid.)

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Physical Address (if different)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>Street Address:</td>
</tr>
<tr>
<td>City / State / Zip:</td>
<td>City / State / Zip:</td>
</tr>
</tbody>
</table>

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information in an attempt to qualify for Local Business Enterprise preference shall be prohibited from bidding on City of Leesburg projects in the future. Additionally, a 1% penalty shall be assessed to the vendor. This penalty will either be paid by check to the City or withheld from any payments owed the vendor.

Authorized Signature:  
Date:  
Printed Name & Title:  
Date:

State of ______________________) s.s.:  
County of ______________________)

On this _____ day of ____________________, 20___, before me, the undersigned notary public appeared ____________________________, proved to me through satisfactory evidence of identification, which were ______________________, to be the person who signed on the preceding or attached document in my presence.

Typed Name of Notary Public

My Commission Expires: ________________
Local Business Enterprise  
Letter of Intent  
(Sub-Contractors and Material Suppliers)

This form is to be completed for each sub-contractor listed in the previous table as an LBE Sub-contractor of Material Supplier.

**This form is to be completed and Signed by the Sub-Contractor.**

<table>
<thead>
<tr>
<th>Name of Prime Contractor (bidding firm):</th>
</tr>
</thead>
<tbody>
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<table>
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<tr>
<th>Name of LBE Subcontractor/Material Supplier:</th>
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<th>Fax No.:</th>
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<th>Description of work to be performed or material to be provided by the LBE firm:</th>
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<tr>
<th>The estimated dollar value of this subcontract is:</th>
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**AFFIRMATION**

The above named LBE firm (sub-contractor) affirms that it will perform the portion of the contract for the estimated dollar value as stated above. Further, it affirms it is within the 20-mile radius of Leesburg City Hall.

<table>
<thead>
<tr>
<th>Signature of Sub-Contractor:</th>
<th>Date:</th>
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<th>Title:</th>
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**If the Bidder/Offeror does not receive award of the prime contract, any and all representations in the Letter of Intent and Affirmation shall be null and void.**
Local Business Enterprise
Letter of Intent
(Sub-Contractors and Material Suppliers)

This form is to be completed for each sub-contractor listed in the previous table as an LBE Sub-contractor of Material Supplier.

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If the Bidder/Offeror does not receive award of the prime contract, any and all representations in the Letter of Intent and Affirmation shall be null and void.
**LBE Qualified Sub-Contractor / Material Supplier Listing**

List here all sub-contractors or material suppliers that are qualified towards the 51% requirement for LBE consideration and a 1% preference. A letter of intent must be included in the submittal for each firm listed in THIS table. All information including addresses will be verified.

If the prime contractor is a Local Business Enterprise they must enter their information in this table with the dollar value of the work to be performed by themselves.

<table>
<thead>
<tr>
<th>LBE Subcontractors*</th>
<th>Subcontract Work Item or Material</th>
<th>Dollar Value of Subcontract</th>
</tr>
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<tbody>
<tr>
<td>Company:</td>
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</table>

*Total of LBE Dollars*

*A “Letter of Intent” must be submitted for each LBE subcontractor/material supplier to be considered for the LBE preference.*

\[
\frac{\text{LBE Dollar Value}}{\text{Total Bid Amount}} \times 100 = \text{LBE Percentage*}
\]
PUBLIC CONSTRUCTION BOND

BY THIS BOND, We_______________________________________________________, as Principal and __________________________________________, a corporation, as Surety, are bound to City of Leesburg, Florida, 501 West Meadow Street, Leesburg, FL 34748 (352)728-9700 herein called Owner, in the sum of $__________________, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _______________________, 2010, between Principal and Owner for construction of ___________________________________________________________________, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON __________________, 2010.

_____________________________ (Principal)

BY: ______________________________________

_______________________________ (Surety)

BY: ________________________________
LIEN AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF                                     )

Before me, the undersigned Authority, authorized to administer oaths and take acknowledgements, personally appeared ______________________
who, after being first duly sworn, upon oath deposes and says that all lienors contracting directly with or
directly employed by (him, them, it) and that all taxes imposed by Chapter 212, Florida Statutes (Sales and
Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other
charges incurred by

_______________________________________________________________________

in connection with the construction of ____________________________

_______________________________________________________________________

have been paid in full.

Signed _______________________________

By: __________________________________

WITNESS:

___________________________________

___________________________________

SWORN AND SUBSCRIBED TO BEFORE ME ________________________________

Day of _____________________, 20 ___.

___________________________________
Notary Public, State of Florida at Large

Printed Name

My Commission Expires: _________________
PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS,

that

for and in consideration of the sum of $_________ paid to __________________________, receipt of which is hereby acknowledged, do hereby release and quitclaim to said City of Leesburg, the Owner, its successors or assigns, all liens, lien right, claims or demands of any kind whatsoever which now have (has) or might have against the property, building, and/or improvements, on account of labor performed, material furnished, and/or for any incidental expense for the construction of

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF __________________________ have hereunto set my hand and seal, this _________ day of __________, 20___.

WITNESS:

__________________________________ (Seal)
Name: ____________________________

SWORN AND SUBSCRIBED TO BEFORE ME THIS ___ day of __________, 20___.

Notary Public
State of Florida at Large

Name: ____________________________

My Commission Expires: __________________________
FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that

__________________________________________

for and in consideration of the sum of ________________________________________________

($ __________________) paid to _______________________________________________________

by the City of Leesburg, Leesburg, Florida, receipt of which is hereby acknowledged, do hereby release and
quitclaim to said City of Leesburg, the Owner, its successors or assigns, all liens, lien right, claims or

______________________________________________________________________________________

now have (has) or might have against the property, building, and/or improvements, on account of labor

performed, material furnished, and/or for any incidental expense for the construction of

______________________________________________________________________________________

______________________________________________________________________________________

thereon or in otherwise improving said property situated as above described.

IN WITNESS WHEREOF ____________________________ have hereunto set my hand and seal,
this ___________ day of ______________, 20____.

WITNESS:

____________________________    ___________________________ (Seal)

Name: _______________________    Name: ______________________

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ day of ____________, 20____.

______________________________
Notary Public
State of Florida at Large

Name: __________________________

My Commission Expires: _____________
Roof Specifications

Environmental Services Building
PART 1 GENERAL

The City of Leesburg is inviting bids from professionals possessing a State of Florida General Contractors license (RG or CG) to provide all materials, tools, permits, labor, equipment and supervision related to the replacement of a roof on a city owned building located at 223 South 5th Street, Leesburg, Florida 34748. The building size is approximately 3,400 square feet. Contractor shall install a new membrane roofing system with a twenty year warranty following the guidelines stated below. All roofing materials shall be removed and disposed of at an approved disposal site using a licensed approved hauler of the City of Leesburg.

Contractors are not required to utilize Solid Waste services for roll of containers we do offer competitive services and pricing. Please call 352-728-9878 for more information.

1.01 SUMMARY

A. Project Name: Environmental Services Building, 223 South 5th Street, Leesburg, FL.

B. Furnish and install elastomeric sheet roofing system, including:
   1. Roofing manufacturer's requirements for the specified warranty.
   2. Removal of wet areas of existing roof membrane and flashings.
   3. Preparation of roofing substrates.
   4. Wood nailers for roofing attachment.
   5. Cover boards.
   7. Metal roof edging and copings.
   8. Flashings.
   9. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.

C. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.

D. Comply with the published recommendations and instructions of the roofing membrane manufacturer.

E. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.
1.02 REFERENCES

A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.


L. PS 1 - Construction and Industrial Plywood; 1995.


1.03 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.

B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.04 SUBMITTALS

A. Product Data:
1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
   b. Technical data sheet for each cover board type.
   c. Technical data sheet for each type of metal edging.

2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.

   B. Samples: Submit samples of each product to be used.
      1. Sample of roof membrane.
      2. Sample of each insulation type.

   C. Specimen Warranty: Submit prior to starting work.

   D. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.

   E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.

   F. Executed Warranty.

1.05 QUALITY ASSURANCE

   A. Applicator Qualifications: Roofing installer shall have the following:
      1. At least five years experience in installing specified system.

   B. Pre-Installation Conference: Before start of roofing work, Contractor shall hold a meeting to discuss the proper installation of materials and requirements to achieve the warranty.
      1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.

1.06 DELIVERY, STORAGE AND HANDLING

   A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.

   B. Store materials clear of ground and moisture with weather protective covering.

   C. Keep combustible materials away from ignition sources.

1.07 WARRANTY

   A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
B. Warranty: 20 year Warranty covering membrane, roof insulation, and membrane accessories.
   1. Limit of Liability: No dollar limitation.
   2. Scope of Coverage: Repair leaks in the roofing system caused by:
      a. Ordinary wear and tear of the elements.
      b. Manufacturing defect in materials.
      c. Defective workmanship used to install these materials.

C. Metal Roof Edging: Full-system warranty for roof edge system, covering blow-off from winds up to 55 mph.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Acceptable Manufacturer - Manufacturer of roofing system must meet the following qualifications.
   1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
      a. Specializing in manufacturing the roofing system to be provided.
      b. Minimum ten years of experience manufacturing the roofing system to be provided.
      c. Able to provide a no dollar limit, single source roof system warranty.

2.02 ROOFING SYSTEM DESCRIPTION
A. Roofing System:
   1. Membrane: Thermoplastic olefin (TPO).
   2. Thickness: As specified elsewhere.
   3. Membrane Attachment: Mechanically attached.
   4. Comply with applicable local building code requirements.
   5. Provide assembly having Underwriters Laboratories, Inc. (UL) Class A Fire Hazard Classification.
   6. Provide assembly complying with Factory Mutual Corporation (FM) Roof Assembly Classification, FM DS 1-28 and 1-29, and meeting minimum requirements of FM 1-90 wind uplift rating.

B. Insulation Cover Board:
   1. Type: Polyisocyanurate-based board, 1/2 inch thick.
   2. Attachment: Mechanical fastening.

2.03 TPO MEMBRANE MATERIALS
A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber; complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.024 inch (0.61 mm) plus/minus 10 percent.
2. Puncture Resistance: 265 lbf (1174 N), minimum, when tested in accordance with FTM 101C Method 2031.
3. Solar Reflectance: 0.79, minimum, when tested in accordance with ASTM C 1549.

B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.

D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
   1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
   2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
   3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
   4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.

E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal.

F. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing.

G. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.

H. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick.

I. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed.

J. General Purpose Sealant: EPDM-based, one part, white general purpose sealant.

K. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.

L. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed.
2.04 ROOF INSULATION AND COVER BOARDS
A. Polyisocyanurate Cover Board: Non-combustible, water resistant polyisocyanurate core with embedded glass mat facers, complying with ASTM C 1177/C 1177M, and with the following additional characteristics:
   a. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
      i. Exception: Board to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
   b. Thickness: As indicated elsewhere.
   c. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
   d. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
   e. Factory Mutual approved for use with FM 1-60 and 1-90 rated roofing assemblies.
   f. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D 3273 for minimum of 4 weeks.
B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

2.05 METAL ACCESSORIES
A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
   1. Wind Performance:
   2. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia.
   3. Fascia Face Height: 5 inches (127 mm).
   4. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
   5. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
   6. Length: 144 inches (3650 mm).
   7. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
   8. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
   9. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
   10. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
   11. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.

2.06 ACCESSORY MATERIALS
A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
1. Width: 3-1/2 inches (90 mm), nominal minimum or as wide as the nailing flange of the roof accessory to be attached to it.
2. Thickness: Same as thickness of roof insulation.

PART 3 INSTALLATIONS

3.01 GENERAL
   A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer’s published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
   B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
   C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer’s warranty.
   D. Perform work using competent and properly equipped personnel.
   E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
   F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).
   G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
      1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
      2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
      3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
   H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
   I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION
   A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.

C. Examine roof substrate to verify that it is properly sloped to drains.

D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.03 PREPARATION
A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.

B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.

C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.

D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.04 INSULATION AND COVER BOARD INSTALLATION
A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.

B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.

C. Lay roof insulation in courses parallel to roof edges.

D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).

E. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by Factory Mutual for FM Class specified in PART 2 and membrane manufacturer, whichever is more stringent.

3.05 SINGLE-PLY MEMBRANE INSTALLATION
A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.

B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.

D. Install membrane mechanically attached to the substrate using fasteners and edge securement as specified and as required by membrane manufacturers.

E. Mechanical Attachment: Install fasteners in the seams, covered by membrane.
   1. Lay out fasteners in compliance with FM Class specified in PART 2, as recommended by membrane manufacturer, and as indicated, whichever is most stringent.
   2. Properly engage fasteners in the deck with head flush with the countersunk portion of seam plate.

F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
   1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
   2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

3.06 FLASHING AND ACCESSORIES INSTALLATION
A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.

B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
   1. Follow roofing manufacturer's instructions.
   2. Remove protective plastic surface film immediately before installation.
   3. Install water block sealant under the membrane anchorage leg.
   4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
   5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
   6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
   7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.

C. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
   1. Use the longest practical flashing pieces.
2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
4. Provide termination directly to the vertical substrate as shown on roof drawings.

D. Roof Drains:
1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
4. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
5. Apply sealant on top of drain bowl where clamping ring seats below the membrane.
6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

E. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.

3.07 FINISHING AND WALKWAY INSTALLATION
A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

3.08 FIELD QUALITY CONTROL
A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).

B. Perform all corrections necessary for issuance of warranty.

3.09 CLEANING
A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.

B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.10 PROTECTION
A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION
Roof Specifications

Fire Station 1
PART 1 GENERAL

The City of Leesburg is inviting bids from professionals possessing a State of Florida General Contractors license (RG or CG) to provide all materials, tools, permits, labor, equipment and supervision related to the replacement of a roof on Fire Station Number 1 located at 201 South Canal Street, Leesburg, Florida 34748. The building size is approximately 12,048 square feet. Contractor shall install a new bitumen roofing system with a twenty year warranty following the guidelines stated below. All roofing materials shall be removed and disposed of at an approved disposal site using a licensed approved hauler of the City of Leesburg.

Contractors are not required to utilize Solid Waste services for roll of containers we do offer competitive services and pricing. Please call 352-728-9878 for more information.

1.01 SUMMARY

A. Project Name: Fire station #1, 201 South Canal Street, Leesburg, FL.

B. Furnish and install modified bitumen sheet roofing system, including:
   1. Roofing manufacturer's requirements for the specified warranty.
   2. Removal of entire existing roof membrane and flashings.
   3. Removal of all existing insulation down to the deck.
   4. Preparation of roofing substrates.
   5. Wood nailers for roofing attachment.
   6. Insulation.
   7. Modified bitumen roofing.
   8. Metal roof edging and copings.
   10. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.

C. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.

D. Comply with the published recommendations and instructions of the roofing membrane manufacturer.

E. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.
1.02 REFERENCES
A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.


H. PS 1 - Construction and Industrial Plywood; 1995.


1.03 DEFINITIONS
A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.

B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.04 SUBMITTALS
A. Product Data:
   1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
      b. Technical data sheet for each insulation type.
      c. Technical data sheet for each type of metal edging.

B. Samples: Submit samples of each product to be used.
   1. Sample of roof membrane.
2. Sample of each insulation type.

C. Specimen Warranty: Submit prior to starting work.

D. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.

E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.

F. Executed Warranty.

1.05 QUALITY ASSURANCE
A. Applicator Qualifications: Roofing installer shall have the following:
   1. At least five years experience in installing specified system.

1.06 DELIVERY, STORAGE AND HANDLING
A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
B. Store materials clear of ground and moisture with weather protective covering.
C. Keep combustible materials away from ignition sources.

1.07 WARRANTY
A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.

B. Warranty: 20 year Warranty covering membrane, roof insulation, and membrane accessories.
   1. Limit of Liability: No dollar limitation.
   2. Scope of Coverage: Repair leaks in the roofing system caused by:
      a. Ordinary wear and tear of the elements.
      b. Manufacturing defect - materials.
      c. Defective workmanship used to install these materials.

C. Metal Roof Edging: warranty for roof edge system, covering blow-off from winds up to 55 mph.

D. Metal Roof Edging with Exposed Decorative Fascia: Provide 20 year warranty for painted finish covering color fade, chalk, and film integrity.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Acceptable Manufacturer - Roofing System: Manufacture of roofing system must meet the following qualifications.
   1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
a. Specializing in manufacturing the roofing system to be provided.
b. Minimum ten years of experience manufacturing the roofing system to be provided.
c. Able to provide a no dollar limit, single source roof system warranty.

2.02 ROOFING SYSTEM DESCRIPTION
A. Roofing System:
1. Thickness: As specified elsewhere.
2. Slope: Deck is sloped but not enough; provide additional slope of 1/8 inch per foot (1:96) by means of tapered insulation.
3. Comply with applicable local building code requirements.

B. Insulation:
1. Total R Value: 9, minimum.
2. Maximum Board Thickness: 3 inches (75 mm); use as many layers as necessary; stagger joints in adjacent layers.
3. Tapered: Slope as indicated; provide minimum R-value at thinnest point; place tapered layer on bottom.
   a. Attachment: Insulation adhesive attachment.

2.03 SBS MODIFIED BITUMEN MATERIALS
A. Cap Sheet: Granule surfaced SBS polymer-modified bitumen sheet, reinforced with non-woven polyester fabric, complying with ASTM D 6164, Type I, Grade G, formulated for torch application with the following additional characteristics:
   1. Formulated for torch application.
   2. Reinforcing Fabric: 5.3 oz per sq yd (180 g/sq m), with continuous fiberglass strands in machine direction.
   3. Nominal Thickness: 0.150 inch (3.8 mm).
   4. Sheet Width: 3.3 feet (1 m), nominal.
   5. Granule Color: White.

B. Flashing Base Sheet: Torch grade SBS polymer-modified bitumen sheet, reinforced with non-woven fabric, complying with ASTM D 6164, Type I, Grade S, formulated for torch application to substrate and cap sheet, and with the following additional characteristics:
   1. Reinforcing Fabric: 5.3 oz per sq yd (180 g/sq m) polyester.
   2. Nominal Thickness: 0.12 inch (3.0 mm).
   3. Post Consumer Recycled Content: 4 percent, nominal.
   4. Sheet Width: 3.3 feet (1 m), nominal.

C. Base Sheet: Self-adhesive SBS polymer-modified bitumen sheet, reinforced with non-woven glass fiber fabric, self-adhesive surface and release film on bottom, complying with ASTM D 1970, formulated as base layer for torch applied cap sheets, and with the following additional characteristics:
   1. Nominal Thickness: 0.060 inch (1.5 mm).
   2. Sheet Width: 3.3 feet (1 m), nominal.

D. Flashings: SBS Poly Torch Base and SBS Torch membrane.
2.04 ROOF INSULATION AND COVER BOARDS
A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
   1. Thickness: As indicated elsewhere.
   2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
      a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
   3. R-Value (LTTR):
      a. inch (38 mm) Thickness: 9.0, minimum.
   4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
   5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.
B. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.

2.05 METAL ACCESSORIES
A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
   1. Wind Performance:
      b. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-90 rating.
   2. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia.
   3. Fascia Face Height: 5 inches (127 mm).
   4. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
   5. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
   6. Length: 144 inches (3650 mm).
   7. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
   8. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
   9. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
  10. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
  11. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
13. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications.

2.06 ACCESSORY MATERIALS

A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
   1. Width: 3-1/2 inches (90 mm), nominal minimum or as wide as the nailing flange of the roof accessory to be attached to it.
   2. Thickness: Same as thickness of roof insulation.

B. Cant Strips and Tapered Edge Strips: 45 degree face slope and minimum 5 inch (127 mm) face dimension; provide at all angle changes between vertical and horizontal planes that exceed 45 degrees.
   1. Type: Non-flammable perlite, complying with ASTM C 728.

PART 3 INSTALLATIONS

3.01 GENERAL

A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.

B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.

C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.

D. Perform work using competent and properly equipped personnel.

E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

F. Install roofing membrane only when surfaces are clean, dry, and smooth; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).

G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
   1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
   2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.

H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.

I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION
A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.

B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.

C. Examine roof substrate to verify that it is properly sloped to drains.

D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.03 PREPARATION
A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly. Perform asbestos removal in accordance with federal, state and local regulations and dispose of waste in legal manner.
   1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
   2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.

B. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.

C. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.

D. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.

E. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.04 INSULATION INSTALLATION
A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.

C. Lay roof insulation in courses parallel to roof edges.

D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).

E. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by membrane manufacturer.

F. Insulation Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.05 MODIFIED BITUMEN INSTALLATION BY HEAT WELDING (TORCH)

A. Self-Adhered Interply Base Sheet:

B. Start at the low point with a full width sheet, fully unrolled and aligned; align and unroll remaining sheets during heat fusing operation.

C. Fully heat weld sheets to substrate using methods recommended by roof membrane manufacturer.

D. Maintain 3 inch (75 mm) side laps and 6 inch (150 mm) end laps.

E. Granule Surfaced Sheets: In areas that form the substrate for heat fusing, such as laps, flashings, and patches, embed the granules prior to fusing subsequent sheet. Apply additional granules to all exposed surfaces that have none or cover with additional piece of granule surfaced material.

F. Complete the entire membrane installation without undue delay.

3.06 FLASHING AND ACCESSORIES INSTALLATION

A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.

B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
   1. Follow roofing manufacturer's instructions.
   2. Remove protective plastic surface film immediately before installation.
   3. Install water block sealant under the membrane anchorage leg.
   4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.

C. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
   1. Use the longest practical flashing pieces.
   2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
   3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
   4. Provide termination directly to the vertical substrate as shown on roof drawings.

D. Roof Drains:
   1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
   2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
   3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
   4. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
   5. Apply sealant on top of drain bowl where clamping ring seats below the membrane.
   6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

E. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
   1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
   2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
   3. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.

3.07 FINISHING AND WALKWAY INSTALLATION
A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

3.08 FIELD QUALITY CONTROL
A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).

B. Perform all corrections necessary for issuance of warranty.

3.09 CLEANING
A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.

B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.

C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.10 PROTECTION
A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION
Roof Specifications

Fire Station 1

(Alternate)
PART 1 GENERAL

The City of Leesburg is inviting bids from professionals possessing a State of Florida General Contractors license (RG or CG) to provide all materials, tools, permits, labor, equipment and supervision related to the replacement of a roof on Fire Station Number 1 located at 201 South Canal Street, Leesburg, Florida 34748. The building size is approximately 12,048 square feet. Contractor shall install a new membrane roofing system with a twenty year warranty following the guidelines stated below. All roofing materials shall be removed and disposed of at an approved disposal site using a licensed approved hauler of the City of Leesburg.

Contractors are not required to utilize Solid Waste services for roll of containers we do offer competitive services and pricing. Please call 352-728-9878 for more information.

1.01 SUMMARY
A. Project Name: Fire Station #1, 201 South Canal Street, Leesburg, FL.

B. Furnish and install elastomeric sheet roofing system, including:
   1. Roofing manufacturer's requirements for the specified warranty.
   2. Removal of entire existing roof membrane and flashings.
   3. Removal of all existing insulation down to the deck.
   4. Preparation of roofing substrates.
   5. Wood nailers for roofing attachment.
   6. Insulation.
   7. Elastomeric membrane roofing.
   8. Metal roof edging and copings.
   10. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
      1. Concrete: C4
      2. Gypsum: G1

C. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.

D. Comply with the published recommendations and instructions of the roofing membrane manufacturer.

E. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane
manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.02 REFERENCES
A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.


E. ASTM D 1004 - Standard Test Method for Initial Tear Resistance of Plastic Film and Sheeting; 2003


I. PS 1 - Construction and Industrial Plywood; 1995.


1.03 DEFINITIONS
A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.

B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.04 SUBMITTALS
A. Product Data:
   1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
b. Technical data sheets for splice tape and adhesives.
c. Technical data sheet for each insulation type.

B. Samples: Submit samples of each product to be used.
   1. Sample of roof membrane.
   2. Sample of each insulation type.

C. Specimen Warranty: Submit prior to starting work.

D. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.

E. Executed Warranty.

1.05 QUALITY ASSURANCE
A. Applicator Qualifications: Roofing installer shall have the following:
   1. At least five years experience in installing specified system.

1.06 DELIVERY, STORAGE AND HANDLING
A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.

B. Store materials clear of ground and moisture with weather protective covering.

C. Keep combustible materials away from ignition sources.

1.07 WARRANTY
A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.

B. Warranty: 20 year Warranty covering membrane, roof insulation, and membrane accessories.
   1. Limit of Liability: No dollar limitation.
   2. Scope of Coverage: Repair leaks in the roofing system caused by:
      a. Ordinary wear and tear of the elements.
      b. Manufacturing defect in Firestone brand materials.
      c. Defective workmanship used to install these materials.

C. Metal Roof Edging: - warranty for roof edge system, covering blow-off from winds up to 55 mph.

D. Metal Roof Edging with Exposed Decorative Fascia: Provide 20 year warranty for painted finish covering color fade, chalk, and film integrity.

PART 2 PRODUCTS

2.01 MANUFACTURERS
A. Acceptable Manufacturer - Roofing System: Manufacturer of roofing system must meet the following qualifications.
   1. Roofing systems manufactured by others are acceptable provided the roofing system is completely equivalent in materials and warranty conditions and the manufacturer meets the following qualifications:
      a. Specializing in manufacturing the roofing system to be provided.
      b. Minimum ten years of experience manufacturing the roofing system to be provided.
      c. Able to provide a no dollar limit, single source roof system warranty.

2.02 ROOFING SYSTEM DESCRIPTION
A. Roofing System:
   1. Membrane: Thermoplastic olefin (TPO).
   2. Thickness: As specified elsewhere.
   4. Slope: Deck is sloped but not enough; provide additional slope of 1/8 inch per foot (1:96) by means of tapered insulation.
   5. Comply with applicable local building code requirements.

B. Insulation:
   1. Total R Value: 9, minimum.
   2. Tapered: Slope as indicated; provide minimum R-value at thinnest point; place tapered layer on bottom.
      a. Attachment: Insulation adhesive attachment.

2.03 TPO MEMBRANE MATERIALS
A. Membrane: Flexible, heat weldable sheet composed of thermoplastic polyolefin polymer and ethylene propylene rubber, complying with ASTM D 6878, with polyester weft inserted reinforcement and the following additional characteristics:
   1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent, with coating thickness over reinforcement of 0.024 inch (0.61 mm) plus/minus 10 percent.
   2. Sheet Width: Provide the widest available sheets to minimize field seaming.
   3. Puncture Resistance: 265 lbf (1174 N), minimum, when tested in accordance FTM 101C Method 2031.
   4. Solar Reflectance: 0.79, minimum, when tested in accordance with ASTM C 1549.

B. Membrane Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.

C. Curb and Parapet Flashing: Same material as membrane, with encapsulated edge which eliminates need for seam sealing the flashing-to-roof splice; precut to 18 inches (457 mm) wide.

D. Formable Flashing: Non-reinforced, flexible, heat weldable sheet, composed of thermoplastic polyolefin polymer and ethylene propylene rubber.
   1. Thickness: 0.060 inch (1.52 mm) plus/minus 10 percent.
2. Tensile Strength: 1550 psi (10.7 MPa), minimum, when tested in accordance with ASTM D 638 after heat aging.
3. Elongation at Break: 650 percent, minimum, when tested in accordance with ASTM D 638 after heat aging.
4. Tearing Strength: 12 lbf (53 N), minimum, when tested in accordance with ASTM D 1004 after heat aging.

E. Tape Flashing: 5-1/2 inch (140 mm) nominal wide TPO membrane laminated to cured rubber polymer seaming tape, overall thickness 0.065 inch (1.6 mm) nominal; TPO QuickSeam Flashing by Firestone.

F. Bonding Adhesive: Nitrile rubber based fluid, formulated for compatibility with the membrane backing and insulation surfaces, specific existing roof surfaces, and other substrates including wood, metal, and masonry.

G. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing.

H. Seam Plates: Steel with barbs and Galvalume coating; corrosion-resistance complying with FM 4470.

I. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches (33 mm) wide by 0.10 inch (2.5 mm) thick.

J. Cut Edge Sealant: Synthetic rubber-based, for use where membrane reinforcement is exposed; UltraPly TPO Cut Edge Sealant by Firestone.

K. General Purpose Sealant: EPDM-based, one part, white general purpose sealant.

L. Molded Flashing Accessories: Unreinforced TPO membrane pre-molded to suit a variety of flashing details, including pipe boots, inside corners, outside corners, etc.

2.04 ROOF INSULATION AND COVER BOARDS

A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
   1. Thickness: As indicated elsewhere.
   2. Size: 48 inches (1220 mm) by 96 inches (2440 mm), nominal.
      a. Exception: Insulation to be attached using adhesive or asphalt may be no larger than 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
   3. R-Value (LTTR):
      a. 1.5 inch (38 mm) Thickness: 9.0, minimum.
   4. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
   5. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.

B. Insulation Fasteners: Type and size as required by roof membrane manufacturer for roofing system and warranty to be provided; use only fasteners furnished by roof membrane manufacturer.
C. Adhesive for Insulation Attachment: Type as required by roof membrane manufacturer for roofing system and warranty to be provided; use only adhesives furnished by roof membrane manufacturer.

2.05 METAL ACCESSORIES
A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
   1. Wind Performance:
      b. Provide product listed in current Factory Mutual Research Corporation Approval Guide with at least FM 1-270 rating.
   2. Description: Two-piece; 45 degree sloped galvanized steel sheet edge member securing top and bottom edges of formed metal fascia.
   3. Fascia Face Height: 5 inches (127 mm).
   4. Edge Member Height Above Nailer: 1-1/4 inches (31 mm).
   5. Fascia Material and Finish: 24 gage, 0.024 inch (0.06 mm) galvanized steel with Kynar 500 finish in manufacturer's standard color; matching concealed joint splice plates; factory-installed protective plastic film.
   6. Length: 144 inches (3650 mm).
   7. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
   8. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
   9. Anchor Bar Cleat: 20 gage, 0.036 inch (0.9 mm) G90 coated commercial type galvanized steel with pre-punched holes.
  10. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
  11. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch (355 mm) long legs on corner pieces.
  12. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.

2.06 ACCESSORY MATERIALS
A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir, or PS 1, APA Exterior Grade plywood; pressure preservative treated.
   1. Width: 3-1/2 inches (90 mm), nominal minimum or as wide as the nailing flange of the roof accessory to be attached to it.
   2. Thickness: Same as thickness of roof insulation.

PART 3 INSTALLATIONS

3.01 GENERAL
A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.

B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.

C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.

D. Perform work using competent and properly equipped personnel.

E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).

G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
   1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
   2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
   3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.

H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.

I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION
A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.

B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.

C. Examine roof substrate to verify that it is properly sloped to drains.
D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

3.03 PREPARATION
A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly. Perform asbestos removal in accordance with federal, state and local regulations and dispose of waste in legal manner.
   1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
   2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.

B. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.

C. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.

D. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.

E. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

F. Wood Nailers: Provide wood nailers at all perimeters and other locations where indicated on the drawings, of total height matching the total thickness of insulation being used.
   1. Install with 1/8 inch gap between each length and at each change of direction.
   2. Mechanically fasten to deck to resist force of 200 lbs per linear foot (35 kN/m).

3.04 INSULATION AND COVER BOARD INSTALLATION
A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.

B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.

C. Lay roof insulation in courses parallel to roof edges

D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).

E. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by membrane manufacturer.
F. Insulation Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.05 SINGLE-PLY MEMBRANE INSTALLATION
A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.

B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.

C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.

D. Install membrane adhered to the substrate, with edge securement as specified.

E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.

F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
   1. Exceptions: Round pipe penetrations less than 18 inches (460 mm) in diameter and square penetrations less than 4 inches (200 mm) square.
   2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

3.06 FLASHING AND ACCESSORIES INSTALLATION
A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.

B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
   1. Follow roofing manufacturer's instructions.
   2. Remove protective plastic surface film immediately before installation.
   3. Install water block sealant under the membrane anchorage leg.
   4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
   5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
   6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
   7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
C. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
   1. Use the longest practical flashing pieces.
   2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
   3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
   4. Provide termination directly to the vertical substrate as shown on roof drawings.

D. Roof Drains:
   1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
   2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
   3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch (12 to 19 mm) of membrane to extend inside clamping ring past drain bolts.
   4. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
   5. Apply sealant on top of drain bowl where clamping ring seats below the membrane.
   6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.

E. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
   1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
   2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
   3. Flexible and Moving Penetrations: Provide weathertight gooseneck set in sealant and secured to deck, flashed as recommended by manufacturer.

3.07 FINISHING AND WALKWAY INSTALLATION
   A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

3.08 FIELD QUALITY CONTROL
   A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
B. Perform all corrections necessary for issuance of warranty.

3.09 CLEANING
A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.

B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.

C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.10 PROTECTION
A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION
Roof Specifications

City Owned Building
MODIFIED BITUMEN ROOFING

PART 1 GENERAL

The City of Leesburg is inviting bids from professionals possessing a State of Florida General Contractors license (RG or CG) to provide all materials, tools, permits, labor, equipment and supervision related to the replacement of a roof on a city owned building located at 415 West Magnolia Ave, Leesburg, Florida 34748. The building size is approximately 11,000 square feet. Contractor shall install a new bitumen roofing system with a twenty year warranty following the guidelines stated below. All roofing materials shall be removed and disposed of at an approved disposal site using a licensed approved hauler of the City of Leesburg.

Contractors are not required to utilize Solid Waste services for roll of containers we do offer competitive services and pricing. Please call 352-728-9878 for more information.

1.01 SUMMARY

A. Project Name: City Owned Building: 415 S. Magnolia Street, Leesburg, FL.
B. Furnish and install modified bitumen sheet roofing system, including:
   1. Roofing manufacturer's requirements for the specified warranty.
   2. Removal of entire existing roof membrane and flashings.
   3. Preparation of roofing substrates.
   4. Wood nailers for roofing attachment.
   5. Insulation.
   6. Cover boards.
   7. Modified bitumen roofing.
   8. Metal roof edging and copings.
   10. Other roofing-related items specified or indicated on the drawings or otherwise necessary to provide a complete weatherproof roofing system.
   11. Florida Building Code approval: FL984-R4 G-6
C. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
D. Comply with the published recommendations and instructions of the roofing membrane manufacturer.
E. Commencement of work by the Contractor shall constitute acknowledgement by the Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.02 REFERENCES

A. Referenced Standards: These standards form part of this specification only to the extent they are referenced as specification requirements.

1.03 DEFINITIONS
A. Roofing Terminology: Refer to ASTM D 1079 for definition of terms related to roofing work not otherwise defined in the section.
B. LTTR: Long Term Thermal Resistance, as defined by CAN-ULC S770.

1.04 SUBMITTALS
A. Product Data:
   1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
      b. Technical data sheet for each insulation type.
      c. Technical data sheet for each cover board type.
   2. Where UL or FM requirements are specified, provide documentation that shows that the roofing system to be installed is UL-Classified or FM-approved, as applicable; include data itemizing the components of the classified or approved system.
B. Samples: Submit samples of at least the following:
   1. Sample of roof membrane.
   2. Sample of each insulation type.
C. Specimen Warranty: Submit prior to starting work.
D. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications.
E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.

1.05 QUALITY ASSURANCE
A. Applicator Qualifications: Roofing installer shall have the following:
2. Fully staffed office within 100 miles of the job site.
3. At least five years experience in installing specified system.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
B. Store materials clear of ground and moisture with weather protective covering.
C. Keep combustible materials away from ignition sources.

1.07 WARRANTY

A. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
B. Warranty: 20 year Limited Warranty covering membrane, roof insulation, and membrane accessories.
   1. Limit of Liability: No dollar limitation.
   2. Scope of Coverage: Repair leaks in the roofing system caused by:
      a. Ordinary wear and tear of the elements.
      b. Manufacturing defect in materials.
      c. Defective workmanship used to install these materials.

PART 2 PRODUCTS

2.01 MANUFACTURERS

1. Roofing systems manufactured must meet the following qualifications:
   a. Specializing in manufacturing the roofing system to be provided.
   b. Minimum ten years of experience manufacturing the roofing system to be provided.
   c. Able to provide a no dollar limit, single source roof system warranty that is backed by corporate assets.
   d. ISO 9002 certified.

2.02 ROOFING SYSTEM DESCRIPTION

A. Roofing System:
   1. Membrane: SBS modified bitumen, 2 ply.
   2. Thickness: As specified elsewhere.
   3. Membrane Attachment: Hot asphalt, all plies.
   4. Slope: Deck is sloped but not enough; provide additional slope of 1/4 inch per foot by means of tapered insulation.
   5. Comply with applicable local building code requirements.
B. Insulation:
   1. Maximum Thickness: 4 inches (100 mm).
   2. Tapered: Slope as indicated; provide minimum R-value at thinnest point; place tapered layer on bottom.
C. Insulation Cover Board:
   1. Type: Gypsum-based board, 1/4 inch (6 mm) thick.
2.03 SBS MODIFIED BITUMEN MATERIALS

A. Cap Sheet: Granule surfaced SBS polymer-modified bitumen sheet, reinforced with non-woven polyester fabric, complying with ASTM D 6164, Type I, Grade G, formulated for hot asphalt and cold adhesive application with the following additional characteristics:
   a. Formulated for hot asphalt and cold adhesive application.
   b. Reinforcing Fabric: 5.3 oz per sq yd (180 g/sq m), with continuous fiberglass strands in machine direction.
   c. Nominal Thickness: 0.150 inch (3.8 mm).
   d. Post Consumer Recycled Content: 3 percent, nominal.
   e. Sheet Width: 3.3 feet (1 m), nominal.

B. Interply Base Sheet: SBS polymer-modified bitumen sheet, complying with ASTM D 6163, Type I, Grade S, with glass fiber reinforcing fabric, formulated for hot asphalt and cold adhesive application to substrate and cap sheet, with the following additional characteristics:
   1. Nominal Thickness: 0.087 inch (2.2 mm).
   2. Sheet Width: 3.3 feet (1 m), nominal.

2.04 ROOF INSULATION AND COVER BOARDS

A. Polyisocyanurate Board Insulation: Closed cell polyisocyanurate foam with black glass reinforced mat laminated to faces, complying with ASTM C 1289 Type II Class 1, with the following additional characteristics:
   a. Thickness: As indicated elsewhere.
   b. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
   c. Compressive Strength: 20 psi (138 kPa) when tested in accordance with ASTM C 1289.
   d. Ozone Depletion Potential: Zero; made without CFC or HCFC blowing agents.

B. Gypsum-Based Cover Board: Non-combustible, water resistant gypsum core with embedded glass mat facers, complying with ASTM C 1177/C 1177M, and with the following additional characteristics:
   1. Size: 48 inches (1220 mm) by 48 inches (1220 mm), nominal.
   2. Thickness: As indicated elsewhere.
   3. Surface Water Absorption: 2.5 g, maximum, when tested in accordance with ASTM C 473.
   4. Spanning Capability: Recommended by manufacturer for following minimum flute spans:
      a. 1/4 inch (6 mm) Thickness: 2-5/8 inches (66 mm), minimum.
   5. Surface Burning Characteristics: Flame spread of 0, smoke developed of 0, when tested in accordance with ASTM E 84.
   6. Combustibility: Non-combustible, when tested in accordance with ASTM E 136.
   7. Mold Growth Resistance: Zero growth, when tested in accordance with ASTM D 3273 for minimum of 4 weeks.

2.05 ACCESSORY MATERIALS

A. Cant Strips and Tapered Edge Strips: 45 degree face slope and minimum 5 inch (127 mm) face dimension; provide at all angle changes between vertical and horizontal planes that exceed 45 degrees.
   1. Type: Non-flammable perlite, complying with ASTM C 728.
2. Install using hot asphalt (Type IV), roofing mastic, or mechanically fastened using fasteners and plates approved by roofing manufacturer.

PART 3 INSTALLATION

3.01 GENERAL

A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.

B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.

C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.

D. Perform work using competent and properly equipped personnel.

E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.

F. Install roofing membrane only when surfaces are clean, dry, do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F (15 to 25 degrees C).

G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
   a. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
   b. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
   c. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.

H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.

I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION

A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.

B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.

C. Examine roof substrate to verify that it is properly sloped to drains.

D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.

E. Verify that wood nailers have been properly installed.

3.03 PREPARATION
A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly. Perform asbestos removal in accordance with federal, state and local regulations and dispose of waste in legal manner.
   a. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
   b. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.
B. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
C. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
D. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
E. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

3.04 ASPHALT APPLICATION - GENERAL
A. Apply by machine or hand mopping. Follow all industry and manufacturer requirements for heating, storage and handling of asphalt. Do not apply asphalt or ply sheets if asphalt temperature is above or below that recommended.
B. During installation of the membrane, keep mop full with proper amounts of asphalt; do not scrub with the mop when applying the asphalt.
C. Extend hot asphalt application not more than 5 to 10 feet (1.5 to 3 meters) beyond roll currently being installation and no more than 48 inches (1220 mm) when the temperature is below 50 degrees F (10 degrees C).
D. Keep roof top traffic to a minimum on newly applied membrane and for a period after in order to minimize damage and bitumen displacement. Set rolls from the “cold” side of the roof.
E. Roll the roofing membrane into the hot bitumen with positive pressure to assure firm and uniform attachment to the asphalt without creating any voids or wrinkles.

3.05 INSULATION AND COVER BOARD INSTALLATION
A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
C. Lay roof insulation in courses parallel to roof edges.
D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
E. Insulation Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.06 MODIFIED BITUMEN INSTALLATION WITH HOT ASPHALT
A. In air temperature below 50 degrees F (10 degrees C), unroll sheets and allow to relax; flatten with broom if necessary to eliminate voids and obtain proper embedment.
B. Start at the low point with a full width sheet; embed sheets in full mopping of asphalt.
C. Maintain one-half sheet stagger between first and second layer; install with minimum 3 inch (75 mm) side laps and 6 inch (150 mm) end laps; keep sheets free of wrinkles, buckles and fish mouths.
D. Apply asphalt at rate recommended by roof membrane manufacturer; a minor flow of hot asphalt should be seen coming from the side laps.
E. Granule Surfaced Sheets: Apply matching granules to areas of asphalt “bleed-out” while the asphalt is still hot.

Complete the entire membrane installation without undue delay.

3.07 FLASHING AND ACCESSORIES INSTALLATION

A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
   1. Follow roofing manufacturer's instructions.
   2. Remove protective plastic surface film immediately before installation.
   3. Install water block sealant under the membrane anchorage leg.
   4. Flash with manufacturers recommended flashing sheet unless otherwise indicated.
   5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
   6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
C. Existing Scuppers: Remove scupper and install new scupper.
D. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches (200 mm) high above membrane surface.
   1. Use the longest practical flashing pieces.
   2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
   3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
   4. Provide termination directly to the vertical substrate as shown on roof drawings.
E. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
   1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
   2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches (50 mm) deep, with at least 1 inch (25 mm) clearance from penetration, sloped to shed water.
   3. High Temperature Surfaces: Where the in-service temperature is, or is expected to be, in excess of 180 degrees F (82 degrees C) protect the elastomeric components from direct contact with the hot surfaces using an intermediate insulated sleeve as
flashing substrate as recommended by membrane manufacturer.

3.08 FINISHING AND WALKWAY INSTALLATION
   A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.

3.09 FIELD QUALITY CONTROL
   A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
   B. Perform all corrections necessary for issuance of warranty.

3.10 CLEANING
   A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
   B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
   C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.11 PROTECTION
   A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION