

**REQUEST FOR BIDS
FOR REROOFING OF THE OKALOOSA COUNTY
TOURIST DEVELOPMENT WELCOME CENTER
LOCATED AT 1540 MIRACLE STRIP PARKWAY, FT.
WALTON BEACH, FL.**



BID #: TDD 16-14

BID OPENS: JANUARY 8, 2014 @ 4:05 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the **Board of County Commissioners of Okaloosa County, FL**, will accept sealed bids until **4:05 p.m.** (local time) **January 8, 2014**, for **Reroofing of the Okaloosa County Tourist Development Welcome Center, located at 1540 Miracle Strip Parkway S.E., Fort Walton Beach, FL**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At **4:05 p.m.** (local time), **January 8, 2014**, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on Reroofing of the Okaloosa County Tourist Development Welcome Center, located at 1540 Miracle Strip Parkway S.E., Fort Walton Beach, FL. to be opened at 4:05 p.m., January 8, 2014**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Richard L Brannon
Purchasing Director

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don Amunds
Chairman

SECTION 00100

SCOPE OF WORK

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The Scope of Work to be performed under this contract includes, but is not limited to, removing and replacing the existing standing seam metal roof, and all roof flashing that are related to the new roof, including installing a new roof underlayment.

PART 2 - QUALIFICATIONS OF BIDDERS

2.01 CONTRACTOR

- A. Bidders shall be Roofing Contractors properly licensed under existing Federal, State and Local laws.
- B. Before a bid is considered for award, the Bidder may be requested by the Owner to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources and plant available to be used in performing the work.
- C. Affidavit of Public Entity Crimes: Bidders submitting proposals in conjunction with this solicitation are advised that they must complete the enclosed Public Entity Crimes (PEC) Affidavit No. PUR 7068. The Affidavit must be submitted to comply with Florida Statute Sections 287.132 and 287.133. Failure to submit this Affidavit will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the Affidavit to the county within five (5) calendar days after notification by the County if this is determined to be in the best interest of the County. No bidder shall be entitled to an award exceeding \$10,000 who shall appear on the State of Florida's Public Entity Crime Disqualified List.
- D. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa County Board of Commissioners, or any of its agencies.
- E. Identical Tie Proposals: Preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process.
 - 1. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

PART 3 - BIDDERS REPRESENTATIONS

3.01 GENERAL

- A. Each Bidder, by making his Bid, represents that:
1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
 2. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the Contract Documents. Each Bidder shall be held to represent that he has made the foregoing examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the project.
 3. No claim for additional compensation will be entertained on behalf of or paid to Roofing Contractor or any Subcontractor on account of his/her failure to be fully informed of all requirements of all parts of the Specifications, Addenda or Drawings. They are part of the Contract Documents and of the Contract and all Bidders should be thoroughly familiar with the content and requirements before submitting proposals.

PART 4 - COPIES OF BIDDING DOCUMENTS

4.01 CONTRACTORS

- A. Contractors / Bidders may obtain sets of the Bidding Documents by the following:
1. A CD containing copies of all drawings and specifications, in pdf format, is available for each roofing contractor. This disc is free of charge and may be picked up during regular business hours at the offices of Stokes Architectural, Inc. located at 9 Miracle Strip Parkway SW, Fort Walton Beach, FL. 32548. It is the prime contractor's responsibility for all printing and plan distribution to any subcontractors.

4.02 EXAMINATION OF DOCUMENTS

- A. Construction Documents may be examined at the Architect's office located at:

Stokes Architectural, Inc.
9 Miracle Strip Parkway SW, Fort Walton Beach FL, 32548.
Phone # (850) 664-2220

or at the

Okaloosa County Purchasing Department
602-C N. Pearl St., Crestview, FL 32536
Phone # (850) 689-5960

4.03 USE OF DOCUMENTS

- A. Bidders shall use complete sets of Bidding Documents in preparing bids:

Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

PART 5 - INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

5.01 NOTIFICATION OF ERROR

- A. Bidders and Subcontractors shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

5.02 CLARIFICATIONS

- A. Bidders and Subcontractors requiring clarification or interpretation of the Bidding Documents shall make a written request to have any legal bearing on the interpretation which shall reach the Architect at least seven (7) days prior to the date for receipt of Bids.

5.03 INTERPRETATIONS / CORRECTIONS

- A. Any interpretation, correction or change of the Bidding Documents will be made by written Addendum. Interpretations, corrections or changes in the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes. Neither the Architect nor the Owner shall assume responsibility for vocal explanation or interpretation of the documents.

5.04 FAILURE TO BE FULLY INFORMED

- A. No claim for additional compensation will be entertained on behalf of or paid to Roofing Contractor or any Subcontractor on account of his/her failure to be fully informed of all requirements of all parts of the Specifications, Addenda or Drawings. They are part of the Contract Documents and of the Contract and all Bidders should be thoroughly familiar with the content and requirements before submitting proposals.

PART 6 - SUBSTITUTIONS

6.01 MATERIALS, PRODUCTS, AND EQUIPMENT

- A. The materials, products and equipment described in these Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

6.02 WRITTEN REQUESTS FOR APPROVAL

- A. Substitutions will be considered prior to receipt of Bids if written request for approval has been received by the Architect for at least ten (10) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including

drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

PART 7 - LAWS AND REGULATIONS

7.01 GENERAL

- A. The Bidder 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 Bidder will in no way relieve him from responsibility.
- B. Comply with requirements of all Federal, State, and Local laws, including ordinances and regulations having the force of Law, as applicable to the Work required for the project.
- C. Any building construction whether on county property or private, requires the issuance of a County Building Permit.

END OF SECTION 00100

SECTION 07416

PREFORMED METAL STANDING SEAM ROOFING

1. PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

1. This Section covers the, pre-finished, pre-fabricated architectural standing seam roof system. All metal trim, accessories, fasteners, insulation, and sealants indicated on the drawings as part of this section.

2. Related Work Specified Elsewhere:

Roof decking, structural steel, Flat roof systems, perimeter edge systems, roof hatches, and fire stopping not included in this section.

1.2 QUALITY ASSURANCE

1. Equal to or Greater than Petersen Aluminum Corporation, Acworth, GA 800-272-4482 products establish a minimum of quality required.
2. Manufacturer and erector shall demonstrate a minimum of five (5) years of experience with this type of roofing system.

1.3 SUBSTITUTIONS

1. The material, products, and equipment specified in this section establish a standard for required function, dimension, appearance, and quality to be met by any proposed substitution.

1.4 ROOF SYSTEM PERFORMANCE TESTING

Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646, there shall be no uncontrolled water penetration or air infiltration through the panel joints.

1. Roof System shall be designed to meet Standard Building Code coastal zone wind load requirements.
2. Roof System shall be designed to meet a UL Class 90 wind uplift in accordance with UL standard 580 and panel system shall be ASTM 1592 Tested and approved: U. S Army Corps of Engineer requirement.
3. Roof system shall have current FLORIDA BUILDING CODE PRODUCT APPROVAL and shall be supported by ASCE 7 "stamped/sealed" Florida Independent Engineer Calculations from the Roofing System Manufacturer to support the applicable Zone 1, Zone 2 and Zone 3 loads for this particular project. Extrapolations will not be allowed in these calculations, only interpolations by the Engineer to illustrate the clip layout for each Zone listed above.

1.5 WARRANTIES (OPTIONAL INCLUSION BY THE ARCHITECT)

1. The Contractor shall warrant for twenty years (20) from the date of substantial completion of the Work related to this section, that the work is not defective in workmanship or material, and that the roof will be adequate to prevent leaks. This warranty may be provided in the short term by the Contractor/Roof Installer, however must have the backing and assurance of the roof system manufacturer.
2. Finish Warranty on Aluminum: (**Coastal Application**)
 1. Written 20 Year Finish Warranty shall be required for the Aluminum Standing Seam Roof System including Flashings, and related rain-carrying equipment as supplied by the manufacturer and roofing contractor. This warranty will be for 20 Years and cover: Chalking, Fading and Integrity of the Kynar 500™ paint finish on the Aluminum. Note this is a Coastal Application with exposure to the ocean and Salt Spray. This 20 Year Finish Warranty shall cover this type of Coastal Application and must be signed and executed by the Roofing System manufacturer.

1.6 SUBMITTALS

1. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and type of sealants, and any other details as may be required for a weather-tight installation.
2. Provide finish samples of all colors specified.

2. PART 2 - PRODUCTS

2.1 PANEL DESIGN

1. Roof panels shall be standing seam in 16" widths with 1 3/4" high seam.
2. Roof panels shall have factory-applied, in-seam, hot melt sealant.
3. Roof Panels and all related Sheet Metal Flashings with this system shall be from .040" Aluminum, Current Standard Aluminum Association gage thickness.
4. Panels shall be produced with Factory-Manufactured "striations", sample of which must be submitted in the submittal process. Factory Roll forming equipment shall be at least 14 (fourteen) stands machine to produce this roofing panel system.
5. Clips shall be Stainless Steel as recommended by the Manufacturer for the respective wind uplifts for the project.
6. Clip screws shall be Stainless Steel as recommended by the Manufacturer to comply with the Florida Product Approval in place for this panel system.

2.2 ACCEPTABLE MANUFACTURERS

1. This project is detailed around the roofing product of Petersen Aluminum Corporation, Kennesaw, GA "SNAP-CLAD" PANEL,
2. Color shall be : "PAC-CLAD" Kynar 500™ color:
3. Other acceptable Manufacturers, If they comply with this specification:

- a) IMETCO, Tucker, GA, "SNAP-LOK" PANEL ONLY.
- b) MERCHANT & EVANS, Burlington, NJ "Panel 305" ONLY.
- c) ATAS Aluminum, Allentown, PA "Dutch Seam Panel".

2.3 MATERIAL AND FINISHES

1. Face Sheet Material: Aluminum Gage .040" per ASTM B 209, Aluminum shall be tension leveled (temper passed and stretcher leveled) with camber a maximum of 1/4 inch in 20 feet, manufactured in the USA, and be .040" Aluminum, standard gauge. Product to meet UL-90 Design Standards and FLORIDA BUILDING CODE PRODUCT APPROVAL.

2.4 FINISH

Finish: Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over 0.25 to 0.31 mil prime coat to provide a total dry film thickness of 0.95 to .25 mil. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesion, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.

1. Note that the Kynar 500 or Hylar 5000 Fluorocarbon coating MUST HAVE APPLICABLE "LEED" RATING AND ENERGYSTAR™ APPROVAL FOR INITIAL SOLAR REFLECTANCE. For roof slopes of less than 2/12, the Initial Solar Reflectance MUST BE a rating of equal to or greater than a .65 Rating. For roof slopes of 2/12 or greater, the Initial Solar Reflectance MUST BE a rating of equal to or greater than .25.
2. Note that the Kynar 500 or Hylar 5000 Fluorocarbon coating MUST HAVE APPLICABLE "LEED" RATING AND ENERGYSTAR™ APPROVAL FOR EMISSIVITY. The emissivity rating of this finish must be higher than .80 in emissivity rating. Lower rated colors will not be accepted.
 1. If Strippable coating shall be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and field handling. This strippable coating shall be removed before installation.
 2. Field protection must be provided by the Contractor at the job site so material is not exposed to weather and moisture.
3. Exposed Flashing and Trim:
 1. Unless otherwise specified, all exposed adjacent flashing and trim shall be of the same material and finish as panel system.
 2. Forming: Use continuous end rolling method. No end laps on panels. No "portable roll forming machines" will be permitted on this project. No installer-owned or installer- rented machines will be permitted. It is the intent of the Architect to provide Factory-Manufactured panel systems only for this project.
 3. Trim: Trim shall be fabricated of the same material and finish to match the profiled sheeting and press broken in lengths of 10 to 12 feet. Trim shall be

formed only by the manufacturer or their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.

4. Closures: Use composition or metal profiled closures at top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.
5. Exposed Fasteners: (if used) with Approval by Architect, shall be 300 series stainless steel, dished washers stainless steel with bonded neoprene.
6. Zees: Where required by design of primary structural framing system shall be used to span between beams and/or joists. Thermally responsive base and top clips shall be fastened to the zeos on 12" centers.
7. Insulation: See Section 07 210: Building Insulation.'
8. All ridge vents shall be vented.

2.5 ROOFING UNDERLAYMENT

1. On all surfaces to be covered with roofing material, furnish and install a 40 Mil "Peel & Stick Membrane" will be required as outlined by the metal panel manufacturer. Membrane to be minimum of 40 MIL thickness, smooth, non-granular, by one of the following manufacturers:
 - a) W.R. Grace "Ice & Water Shield".
 - b) Carlisle: CCW WIP 300HT.
 - c) Interwrap: Titanium PSU.
 - d) Mid States Asphalt : Quick Stick HT.
 - e) MFM Corp : "Wind & Water Shield".
 - f) Polyguard: Deck Guard HT or Polyglas HT.
 - g) TAMKO: TW Tile & Metal Underlayment.
2. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6", and well secured along laps and at ends as necessary to properly hold the underlayment in place. All underlayment shall be preserved unbroken and whole.
3. Ice & Water Shield shall lap all hips and ridges at least 12" to form double thickness and shall be lapped 6" over the metal of any valleys or built-in gutters and shall be installed as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weather-Tightness Warranty.

2.6 SEALANTS

1. Provide two part polysulfide class "B" non-sag type for vertical and horizontal joints, or;
2. One part polysulfide not containing pitch or phenolic extenders, or;
3. Exterior grade silicone sealant recommended by roofing manufacturer, or;
4. One part non-sag, gun grade, exterior type polyurethane recommended by roofing manufacturer.

2.7 FABRICATION

1. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown and, if not shown, provide manufacturer's standard product fabrication.
2. Fabricate components of the system in factory, ready for field assembly.
3. Fabricate components and assemble units to comply with fire and performance requirements specified.
4. Apply specified finishes in conformance with manufacturer's standards, and according to manufacturer's instructions.

3. PART 3 - EXECUTION

3.1 INSPECTION

1. Examine alignment of structural steel and related supports prior to installation and do not proceed until the defects are corrected by the responsible contractor.

3.2 FASTENERS

1. Secure units to supports.
2. Place fasteners as indicated in manufacturer's standards.

3.3 INSTALLATION

1. Panels shall be installed plumb and true in proper alignment and relation to the structural framing. The erector must have at least five years successful experience with similar applications.
2. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation.
3. Remove all strippable coating and provide a dry wipe-down cleaning of the panels as they are erected.
4. Field Inspection of installed panel roof system by Metal Panel Manufacturer Factory-Approved/Authorized inspector will be required for the 20 Year Limited Weather-Tightness Warranty. Minimum of two (2) inspections by the Factory Inspector will be required with written reports of these inspections.
5. Roofing System Installers must be "pre-approved" by the Roofing System manufacturer, been in business for at least five (5) years and provide evidence of three (3) similar size projects with the specified Weather-Tightness Warranty.

3.4 DAMAGED MATERIAL

1. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

4. PART 4 – QUALITY ASSURANCE

A. The roof system manufacturer shall meet all of the following qualifications:

1. The manufacturer has been regularly engaged in the fabrication of aluminum standing seam roof systems for at least ten (10) years, regardless of name change.
2. The roofing manufacturer has not filed for bankruptcy within the past 5 years.
3. The manufacturer must operate in a permanent, indoor production facility.
4. The manufacturer maintains a certified installer program for its products and maintains an up-to-date authorized roofing contractor list.
5. The manufacturer has a written warranty covering durability, color and weather tightness of its roof system.

B. The roofing contractor shall meet all of the following qualifications:

1. The roofing contractor / installer shall have been actively installing this type of standing seam roof system for a minimum of five (5) years.
2. The roofing contractor will be a certified installer, approved by the manufacturer of the roofing system being installed.
3. The roofing contractor has not filed for bankruptcy within the past 5 years.
4. The roofing contractor must maintain all required general liability insurance and workman's compensation coverage as mandated by law.
5. The roofing contractor must have no viable claims pending, regardless of negligent acts, defective workmanship on previously performed and / or current projects.
6. The roofing contractor must provide a certified project manager, on the jobsite, full time, throughout the duration of the roofing installation. The project manager will represent the certification program provided by the manufacturer, to oversee that the correct standards and procedures as detailed by the manufacturer's specifications and design are being adhered to. The project manager may also be provided by the manufacturer.
7. The roof contractor must execute 100% of roof system installation, utilizing his employees that are confirmed as full time employees of the contractor. Second and third tier subcontractors for the installation of the work in this section shall not be permitted.

5. PART 5 – DELIVERY, STORAGE AND HANDLING

- A. Comply with the manufacturer's written instructions for handling, storing, and protecting during installation.
- B. Deliver roofing components, sheets, roof panels, and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.
- C. Unload, store, and erect roof panels in a manner to prevent bending, warping, twisting, and surface damage.

- D. Stack metal roof panels on platforms or pallets, covered with suitable weather tight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting, or other surface damage.

6. PART 6 – PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of the roof panels to be performed according to the manufacturers' written instructions and warranty requirements.

7. PART 7 - EXECUTION

- A. Examine substrates and conditions, with Installer present, for compliance with the requirements in which substrates and related work are specified and to determine if other conditions affecting the performance of the insulation are satisfactory. Do not proceed with the installation of the insulation, until unsatisfactory conditions have been corrected.
- B. Examine roughing-in for any components and / or systems that may penetrate the sheet metal roofing to verify actual locations of penetrations relative to the seam locations of sheet metal roofing before any sheet metal roofing installation begins.

8. PART 8 – CLEANING AND PROTECTIONS

- A. Remove all temporary protective coverings and strippable films, if any, as metal roof panels are being installed, unless otherwise indicated in the manufacturer's written installation instructions. On completion of metal roof installation, clean the finished surfaces as recommended by the metal roof manufacturer. Maintain in a clean condition during the construction.
- B. Replace any metal roof panels that have been damaged or have deteriorated beyond successful repair by finish touch-up or similar minor repair procedures.

NOTE TO ALL CONTRACTORS AND ROOFERS. IT IS THE INTENT OF THIS SPECIFICATION TO DELIVER AND PROVIDE A WATERTIGHT AND LEAK FREE ROOF TO THE OWNER. COMPLIANCE IN THESE MATTERS SHALL RESULT IN A SATISFACTORY PROJECT FOR ALL PARTIES. ANYTHING LESS THAN FULL COMPLIANCE SHALL NOT RESULT IN A SATISFACTORY OUTCOME FOR ALL PARTIES INVOLVED IN THE ROOF INSTALLATION.

9. PART 9 – DAMAGED AND ROTTEN WOOD REPLACEMENT

- A. Replace all damaged or rotten decking, framing members, sub fascia and fascia (match existing material)
- B. Provide a per unit cost to replace decking (per sheet)
- C. Provide a pr linier foot price to replace framing members, sub fascia and fascia.

10. Part 10 – CUPOLA

- A. The County will provide new hardie board siding for the cupola. The selected contractor will provide all labor and fasteners.
- B. All siding and trim replaced on the cupola shall be painted by the selected contractor.
- C. All round vents on the cupola shall be removed by the selected contractor and reinstalled after new siding is installed and painted.

END OF SECTION 07416

SECTION 01630

PRODUCTS AND SUBSTITUTIONS

PART 1 - PROCEDURAL REQUIREMENTS

1.01 SOURCE LIMITATIONS

- B. The Contractor shall provide products of the same generic kind, from a single source, for each unit of work, to the fullest extent possible.
- C. When it is possible to do so, match separate procurements as closely as possible. To the extent that the product selection process is under the Contractor's control, provide products that are compatible with previously selected products.
- D. Where standard products are available that comply with specified requirements, provide those standard products that have been used successfully before in similar applications, and that are recommended by the manufacturers for, the applications indicated.

PART 2 - PRODUCT SELECTION LIMITATIONS

2.01 PRODUCT SELECTIONS

- A. Comply with the following requirements in regards to the selection of products, materials and / or equipment:
 - 1. Single Product Name: Where only a single product or manufacturer is named, provide the product, unless it is not available, is incompatible with existing work, or does not comply with the specified requirements or governing regulations.
 - 2. Two or More Products Named: Where two or more products or manufacturers are named, the selection is at the Contractor's option, provided that the product selected complies with specified requirements.
 - a. "Equivalent" Provisions: Where products or manufacturers are specified by name accompanied by the term "equivalent", provide either the product named, or comply with the requirements for gaining approval of "substitutions" for the use of an unnamed product.
 - 3. Compliance with Standards: Where specifications require only compliance with an imposed standard, code or regulation, the Contractor has the option of selecting any product that complies with specified requirements provided no product names are indicated.
 - 4. Performance Requirements: Where the specifications require compliance with the indicated performance requirements, the Contractor has option of selecting any product that complies with the specific performance requirements provided no product names are indicated.
 - 5.

2.02 NAMEPLATES

- A. Except as otherwise indicated for required labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the completed project.

PART 3 - SUBSTITUTIONS

3.01 CONDITIONS

- A. The Contractor's requests for substitutions will be considered when they are reasonable, timely, fully documented, and qualify under one or more of the following circumstances:
 - 1. The proposed substitution is related to an "equivalent" or similar provision in the Contract Documents.
 - 2. The required product cannot be supplied in time for compliance with the Contract Time requirements.
 - 3. The required product is not acceptable to the governing authorities.
 - 4. The required product cannot be properly coordinated with other materials in the Work, or cannot be warranted or insured as specified.
 - 5. The proposed substitution will offer a substantial advantage to the Owner after deducting offsetting disadvantages including delays, additional compensation to the Architect/Engineer for redesign, evaluation and other necessary services, and similar considerations.

3.02 SUBMITTALS

- A. Include the following information, as appropriate, in each request for substitution:
 - 1. Provide complete product documentation, including Product Data and Samples, where appropriate.
 - 2. Provide detailed performance comparisons and evaluation, including testing laboratory reports where applicable.
 - 3. Provide coordination information indicating the effect of the substitution on other work and the time schedule.
 - 4. Provide cost information for the proposed Change Order.

3.03 CHANGE ORDER

- A. Approval of substitutions is possible only by the Change Order or Supplemental Instructions procedure.

END OF SECTION 01630

SECTION 07620
SHEET METAL FLASHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the installation of the metal flashing, counter-flashings and trim.
- B. Related Sections include the following:
 - 1. Section 07416 - Metal Roof Panels
 - 2. Section 07900 - Joint Sealants

1.03 REFERENCES

- A. Flashing shall meet or exceed the requirements specified in the Florida Building Code (2010 version)
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
- C. ASTM B 32 - Standard Specification for Solder Metal.
- D. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- E. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.

1.04 SUBMITTALS

- A. Product Data: For each type of product and material required, including Manufacturer's installation instructions and general recommendations for each fabricated product.
- B. Shop Drawings showing layouts, profiles, method of joining and anchoring details for all major counter-flashings, trim 1. Provide any drawings at a reasonable scale for clarity.

1.05 QUALITY ASSURANCE

- A. Except as otherwise shown on Drawings or specified, the workmanship of the sheet metal work, method for forming joints, anchoring, cleating and provisions for expansion shall conform to the standard details and recommendations of SMACNA Architectural Sheet Metal Manual requirements and standard details or NRCA Manual.
- B. Where pre-engineered manufactured systems are specified, other field fabricated or shop fabricated substitutions will not be accepted.

1.06 COORDINATION

- A. Coordinate work of this section with interfacing and adjoining work for the proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weather-tight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The type and locations of the various kinds, gauges, thickness and finish of sheet metal to be used is specified herein after and under the individual items. Where sheet metal is indicated on the Drawings and kind of metal is not definitely specified, galvanized steel shall be provided, unless it is associated with the scope of work for the metal roof panels.
- B. Galvanized Steel: ASTM A792/A 792M-08 AZ55, G-90, .025 inches thick (24 gauge) minimum except as otherwise indicated. Provide a twenty (20) year warranty on the finish of sheet metal and five (5) years on installation.
- C. Reglets and Counter-flashings shall be as manufactured by the Fry Reglet Corporation or an approved equal.
 - 1. Type: Shall be type "SM" made of 24 gauge galvanized steel with slots for expansion, punched approximately 16 inches o.c. for surface mounting. Provide factory fabricated mitered corners.
 - 2. Provide Fry "Springlock" counter-flashing.
 - 3. Products of other manufacturers will be acceptable providing they meet or exceed the quality specified, and they can provide products of the type, size and function required.

2.02 MISCELLANEOUS MATERIALS

- A. Solder: For use with steel or copper, provide 50-50 tin/lead solder (ASTM B32-08), with rosin flux, for use with stainless steel, provide 60 - 40 tin/lead solder (ASTM B32-08), acid-chloride type flux, except use rosin flux over tinned surfaces
- B. Fasteners: Same metal as flashing /sheet metal or other non-corrosive metal as recommended by sheet manufacturer. Match finish or exposed heads with material being fastened.

- C. Bituminous Coating: SSPC - Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15-mil dry film thickness per coat.
- D. Elastomeric Sealant: Generic type recommended by manufacturer of metal and fabricator of components being sealed and complying with requirements for joint sealants as specified in Section 07900 - Joint Sealers.
- E. Adhesives: Type recommended by flashing sheet manufacturer for waterproof / weather-resistant seaming and adhesive application of flashing sheet.
- F. Reglets: Metal of the type and profiles as indicated, compatible with the flashing indicated, all shall be a non-corrosive metal.
- G. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and / or similar accessory units as required for the installation of work, matching or compatible with the material being installed, non-corrosive, size and gauge required for the performance level required.

2.03 FABRICATION

- A. Shop-fabricate all work to the greatest extent possible. Complying with the details shown and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and any other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with the material manufacturer's instructions and recommendations for forming the material. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate non-moving seams in sheet metal with flat-lock seams. For metal other than aluminum, tin edges to be seamed, form seams and soldered. Form aluminum seams with epoxy seam sealer; and add riveted joints for additional strength where required.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water / weatherproof, form expansion joints of inter-meshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- D. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- E. Separations: Provide for the separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with a bituminous coating or other permanent separation as recommended by manufacturer and/or fabricator.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with the requirements in which substrates and related work are specified and to determine if other conditions affecting the metal flashing are satisfactory. Do not proceed with any of the installation of the flashing, until all unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with the manufacturer's written installation instructions and/or recommendations applicable to the products and applications indicated. Anchor all units of work securely in-place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams that will be permanently watertight and weatherproof.
- B. Install all metal flashing work with provisions for thermal expansion for items exposed for more than 15 feet in a continuous length. Maintain a watertight installation at all expansion seams. Locate expansion seams where shown, or if not shown, install in conformance with applicable recommendations of the "Architectural Sheet Metal Manual" by SMACNA.
- C. Sheet metal work shall be watertight and weather-tight; lines, arises and angles sharp and true; plain surfaces free from waves and buckles. Workmen shall be experienced in the trade and thoroughly capable of performing the Work in accordance with any and all of these requirements.
- D. Install reglets to receive the counter-flashing in a manner and by methods indicated.
- E. Install counter-flashing in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglets with a mastic or elastomeric sealant, as indicated and depending on the degree of sealant exposure.
- F. The installation of all prefabricated reglets and counter-flashings shall be as follows.
 - 1. Apply a continuous bead of sealant or plastic cement to the back of reglets.
 - 2. Install reglets on a surface of flexible flashing on wall parallel to roof slope with fasteners furnished by manufacturer. Fill the top groove with sealant and tool tight against wall with the surface of the sealant sloping to outside.
 - 3. Position the counter-flashing into reglets and "snap" into place against the wall flashing.

3.03 CLEANING AND PROTECTION

- A. Clean the exposed metal surfaces, removing any and all substances that might cause the corrosion of metal or deterioration of the finishes
- B. Inform the Contractor of any required procedures or requirements for the surveillance and protection of the metal flashing and sheet metal work during construction to ensure that the work will be without damage and/or deterioration other than the natural weathering at the time of Substantial Completion.

- C. Replace any sheet metal flashing and/or trims that have been damaged or that has deteriorated beyond the ability to successfully repair by either a finish touch-up or similar minor repair procedures.

END OF SECTION 07620

SECTION 07301

ROOF UNDERLAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following installation of the roof underlayment:
 - 1. Underlayment to be applied to sloped plywood roof deck beneath the metal roofing.
- B. Related Sections include the following:
 - 1. Section 07416 - Metal Roof Panels
 - 2. Section 07620 - Sheet Metal Flashing and Trim

1.03 REFERENCES

- A. ASTM D 412-06ae1 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
- B. ASTM D 903-98(2004) Standard Test Method for Peel or Stripping of Adhesive Bonds.
- C. ASTM D 3767-03(2008) Standard Practice for Rubber-Measurement of Dimensions.
- D. ASTM E 96/E 96M-05 Standard Test Methods for Water Vapor Transmission of Materials.

1.04 SUBMITTALS

- A. Product Data: For each type of product and material required, including product specifications and product test reports.

1.05 QUALITY ASSURANCE

- A. Obtain roof underlayment from a single source with the resources to provide products complying with requirements indicated without delaying the Work.

1.06 WARRANTY

- A. Product underlayment shall be warranted against defects by the manufacturer.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Products are Subject to compliance with the requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. W.R. Grace and Company; Grace Construction Products.
 - 2. Protecto Wrap Company.
 - 3. GAF Corporation.
 - 4. Henry Company.
 - 5. Approved Equivalent (see Section 01630 - Products and Substitutions)

2.02 MATERIALS

- A. Provide underlayment materials that comply with the requirements and referenced standards.
- B. Underlayment will be a cold applied, self-adhering membranes composed of a high strength polyethylene film coated on one side with a layer of rubberized asphalt adhesive and inter-wound with a disposable release sheet. An embossed, slip resistant surface is provided on the polyethylene.
- C. Underlayment shall meet the physical properties and performance characteristics indicated:
 - 1. Thickness membrane: 40 mil (min)
 - 2. Tensile strength, membrane ASTM D 882-02 A (Die C modified): 1400 psi.
 - 3. Elongation, membrane ASTM D 412-06ae1 (Die C modified): 500%.
 - 4. Low temperature flexibility, ASTM D 1970-08: Unaffected at -29°F (-20°C)
 - 5. Adhesion to plywood, ASTM D 903-98(2004): 525 N/m (3 lb/in width)
 - 6. Permeance (max), ASTM E 96-05: 2.9 ng/(PA x s x m²) (0.05 perms max)
 - 7. Material weight installed (max): 1.3 kg/m² (0.3 lb/ft² max)
 - 8. 2010 Florida Building Code approved.

2.03 PRECAUTIONS AND LIMITATIONS

- A. Installed material is slippery when wet or covered by frost.
- B. Release liners are very slippery. Remove from work area immediately after membrane application.
- C. Always wear fall protection when working on roof deck.
- D. Do not leave permanently exposed to sunlight. Underlayment should not be left exposed for more than thirty (30) days.
- E. Check with the manufacturer of the metal roofing system for any special requirements when used under metal roofing. Do not install directly under roof coverings especially sensitive to corrosion, such as zinc, and copper without providing proper ventilation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with the requirements in which substrates and related work are specified and to determine if other conditions affecting the performance of the insulation are satisfactory. Do not proceed with the installation of the insulation, until unsatisfactory conditions have been corrected.

3.02 INSTALLATION, GENERAL

- A. Comply with the insulation manufacturer's written instructions applicable to the products and applications indicated.
- B. Install underlayment directly on a clean, dry continuous structural deck.
 - 1. Remove dust, dirt, loose nails and excess roofing materials.
 - 2. Protrusions from the deck area must be removed.
 - 3. Decks shall have no voids, damaged or unsupported areas.
 - 4. Repair deck areas before installing the membrane.
- C. Apply underlayment only in fair weather when the air, roof deck and membrane are at temperatures of 40 degrees F or higher, and / or as recommended by the manufacturer.
- D. Install the membrane so that all laps shed water. Always work from the low point to the high point of the roof. Apply the membrane in valleys before the membrane is applied to the eaves. Following placement along the eaves, continue application of the membrane up the roof. The membrane shall be installed horizontally.
 - 1. Overlaps / Side laps shall be a 4" min.
 - 2. End laps shall be a 6" min.
- E. Use smooth shank, electroplated galvanized nails with button caps for roofing fasteners. Hand nailing will provide a better seal than power activated nailing. If nailing of the membrane is necessary on steep slopes during hot weather, back nail and cover nails by overlapping with the next sheet.
- F. Repair holes, fish mouths, tears, and / or damage to membrane with a round patch of membrane extending past the damaged area a min of 6" in all directions. If fasteners are removed leaving holes in the membrane, it must be patched. The membrane may not be self-sealing at open fastener penetrations.

END OF SECTION 07301

SECTION 07900

JOINT SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following installation of the joint sealants:
 - 1. Preparing the sealant substrate surfaces.
 - 2. Sealant and joint backings.
- B. Related Sections include the following:
 - 1. Section 07416 - Metal Roof Panels
 - 2. Section 07620 - Sheet Metal Flashing and Trim

1.03 REFERENCES

- A. ASTM C 834 - Standard Specification for Latex Sealants.
- B. ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications.
- C. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- D. ASTM C 1193 - Standard Guide for Use of Joint Sealants.

1.04 SUBMITTALS

- A. Product Data: For each type of product and material required, including product specifications and product test reports.

1.05 QUALITY ASSURANCE

- A. Perform sealant work in accordance with the sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Maintain proper temperature range and humidity requirements as recommended by the sealant manufacturer during and after the installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Available Products are Subject to compliance with the requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Dow Corning Corporation.
 - 2. Pecora Corporation.
 - 3. Sonneborn Building Products.
 - 4. Tremco, Inc.
 - 5. GE Plastics.
 - 6. Approved Equivalent (see Section 01630 - Products and Substitutions)

2.02 SEALANTS

- A. A. Type ES - General Purpose Exterior Sealant: Polyurethane, ASTM C920-08, Grade NS, Class 25, Uses M, G, and A; single or multi component, chemical curing, non-sagging, non-staining, non-bleeding, capable of continuous water immersion.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Elongation Capability 25 percent
 - 3. Service Temperature Range -45 to 180 degrees F
 - 4. Shore A Hardness Range 20 to 35
 - 5. Applications / used for:
 - a. Joints between metal frames and other materials.
 - b. Other exterior joints for which no other sealant is provided.

- B. Type SS - Silicone Sealant: ASTM C920-08, Grade NS, Class 25, Uses NT, M, G, A & O; single component, solvent / chemical curing, non-sagging, non-staining, non-bleeding and mold / fungus resistant.
 - 1. Color: Standard colors matching finished surfaces.
 - 2. Elongation Capability 50 percent
 - 3. Service Temperature Range -65 to 180 degrees F
 - 4. Shore A Hardness Range 15 to 35
 - 5. Applications / used for:
 - a. General Purpose Exterior Sealant.

- C. Type MLJ - Exterior Metal Lap Joint Sealant: Butyl or Polyisobutylene, ASTM C920-08, Grade NS, Class 12 ½", Use NT; single component, non-drying, non-skinning, non-curing.
 - 1. Applications / used for:
 - a. Concealed sealant bead in sheet metal work.

2.03 ACCESSORIES

- A. Primer; Non-staining type, as recommended by sealant manufacturer to suit application.
- B. Joint Cleaner; Non-corrosive and non-staining type, as recommended by the sealant manufacturer that is compatible with the joint forming materials.
- C. Joint Backing; ASTM D 1056-07, round, closed cell polyethylene foam rod, oversized 30 to 50 percent larger than the joint width.
- D. Bond Breaker; Pressure sensitive tape recommended by the sealant manufacturer to suit the application.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions, with Installer present, for compliance with the requirements in which substrates and related work are specified and to determine if

other conditions affecting the performance of the joint sealants are satisfactory. Do not proceed with the installation, until unsatisfactory conditions have been corrected.

- B. Remove any loose materials and foreign matter which might impair adhesion of sealant.
- C. Clean and prime joints in accordance with manufacturer's instructions and ASTM C 1193.

3.02 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Comply and perform sealant installation in accordance with ASTM C 1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult the manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.

3.03 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.04 PROTECTION

- A. Protect joint sealants during and after curing period from contact with any contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of project completion.

END OF SECTION 07900

GENERAL INSTRUCTIONS

1. Invitation to Bidders

- a. Deliver bid to:

**Clerk of Circuit Court
Attention: Gary Stanford, Finance Director
Newman C. Brackin Bldg.
302 N. Wilson St., #203
Crestview, FL 32536**

- b. Bid opening will be:

**January 8, 2014 @ 4:05 P.M.
Newman C. Brackin Bldg.
Conference & Training Room #305
Crestview, FL 32536**

2. **Bidding Documents** - The Contract Documents for bidding may be examined and obtained at the following office or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities); this links you to the Florida Panhandle Purchasing Group website where our bid specifications will now be posted.

Okaloosa County Purchasing Department
602-C North Pearl St.
Crestview FL 32536
850-689-5960

3. Preparation and Submission of Proposal

- a. All Bids must be made on Proposal Forms, included herein, properly executed and sealed in envelopes reflecting on the outside:

- 1) "Bid for Reroofing The Okaloosa County Tourist Development Welcome Center"
- 2) "Bidder's Name and Phone Number"
- 3) "Bid Opening Date and Time"

Bids received by FAX will not be accepted.

- b. The County reserves the right to reject any or all bids, waive informalities in any Bid, and to make the award in the best interest of the County.
- c. No changes in the amounts of Bids appearing on outside of Bids will be considered. Only the amounts shown inside the envelope will be considered. All changes, corrections and erasures MUST BE INITIALED by the person signing the Bid.
4. **Bid Price** - The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.

5. **Applicable Laws and Regulations** - The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
6. **Permits** - The contractor shall be responsible for obtaining any necessary permits and licensing required by City and County offices.
7. **Project Site** - All bidders are required to visit the project site and become familiar with the scope of work before submitting a bid.
8. **Bid Information** - Questions concerning bid requirements or specifications should be directed to Richard Brannon at the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, Florida 32536, at 850-689-5960 or 850-729-1400, Ext. 5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
9. **Specification Exception** - Bidder shall clearly list any changes in the bid specifications. Bidders must explain any deviation from the bid specifications, in writing, as a footnote on the applicable bid page. Failure of the bidder to comply with these provisions will result in the bidder being held responsible for all costs required to bring the building in compliance with contract specifications.
10. **Damages** – The successful bidder shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damages at his own expense.
11. **Addition/Deletion of Items** - The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
12. **Public Entity Crime Information** - 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Florida Statute for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposal the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee

of the County, disclosing his or spouses or child's interest and the nature of the intended business.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

14. **Identical Tie Proposal** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

15. **Recycled Content Information** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

16. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

17. **Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

NOTE: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

18. Reorganization or Bankruptcy Proceedings - Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

19. Right to Waive and Reject

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.
- D. The Board of County Commissioners specifically reserves the right to reject any conditional proposal and will normally reject those that made it impossible to determine the true amount of the proposal. Each item must be proposed separately and no attempt is to be made to tie any item or items to any other item or items.

20. Disqualification of Proposers - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.

21. **Conditional and Incomplete Bids** - The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
22. **Investigation of Bidder** - The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request.
23. **Preparation of Bids** - Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting bids.
24. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
25. **Final Payments** - In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

Final Payment: Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, and also, after all guarantees that may be required in the specifications have been furnished and are found acceptable by the Owner, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all work covered by this Agreement and acceptance of such work by the Owner.
26. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "not a next day guaranteed delivery location" by delivery services
27. **Bid Tabulation Sheet** - Any bidder interested in receiving a copy of the bid tabulation sheet must enclose a stamped self-addressed envelope with their bid.

28. Insurance Requirements

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Officer.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- D. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- E. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- F. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- G. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.
- H. All insurance contracts, except the Workers' Compensation shall list Okaloosa County as an Additional Insured. **CONTRACTOR** shall provide the County current Certificates of Insurance for all policies at least ten days before commencing work.

Workers' Compensation Insurance

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the County, the **CONTRACTOR** shall require the Subcontractor to provide Workers' Compensation insurance for all employees. Evidence of such insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

Business Automobile and Public Liability Insurance

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned, & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Public Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Public Liability coverage shall include the following:
 - a) On and Off Premises Operation Liability
 - b) Personal Injury Liability Insurance
 - c) Independent Contractor Liability
 - d) Completed Operations and Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two years following acceptance of the project by the COUNTY.
- E. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

	<u>COVERAGE</u>	<u>LIMIT</u>
1.	Workers Compensation	
	a. State	Statutory
	b. Employers Liability	\$1 million each accident
2.	Business Automobile	\$1 million each occurrence (Combined Single Limit)
3.	Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
4.	Professional Liability	\$1 million each occurrence (Combined Single Limit)
5.	Personal and Advertising Injury	\$250,000

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the **CONTRACTOR's** knowledge, the County Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

Indemnification and Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

Certificate of Insurance

- A. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insureds under this policy shall be primary insurance. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- B. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:
- Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536
- C. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide. The certificate, if on a Standard Accord, shall not include language such as "if any" or but failure to mail such notice shall impose on obligation or liability of any kind upon the County, its agents or representatives.
- D. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- E. The Certificates of Insurance shall disclose any and all deductibles or self-insured detentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by Okaloosa County. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- F. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by Contractor upon presentation of a bill.

General Terms

Any type of insurance or increase of limits of liability not described above which the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

Umbrella Insurance

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

Bid Bond

Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of 5% of their total bid and **the Bid Bond is to be attached to their bid.**

Performance /Payment Bond

The successful bidder will be required to obtain and submit to the owner, a payment and performance bond in the amount of 100% of the contract amount.

Federal E-Verify Compliance

The consultant shall certify to comply with the requirements of the Federal E-Verify System.

Note: For the firm's convenience, the certificate is enclosed and made part of this package.

No Contact Clause

The Okaloosa County Board of County Commissioners have established a solicitation policy (No Contact Clause that prohibits oral and written communication regarding all formal solicitations for goods and services (formal Bids, Request for Proposals, Request for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves the award.

Note: For the firm's convenience, the certificate is enclosed and made part of this package.

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____ 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and delivery all materials required to be furnished and delivered in and about the improvement and to do and perform all work **related to reroofing the Tourist Development Welcome Center, located at 1540 Miracle Strip Parkway, Fort Walton Beach, FL (Bid # TDD 16-14)** in strict conformity with the provisions of this Contract, the Notice to Contractors, Specifications and the Plans approved by the Owner. The said Plans, Specifications, Notice to Contractors and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor/Consultant shall be prepared to being work to be performed under the contract as he set forth in his proposal, but will not proceed until the contract has been executed. This contract shall be in effect upon signatures by both parties and shall run through the length pg the project.

REPRESENTATIVES: The authorized representative of the County shall be:

Okaloosa County Tourism Development
Dan O'Byrne
1540 Miracle Strip Parkway
Ft. Walton Beach FL 32548
850-651-7131
E-Mail: dobyrne@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jkublik@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____ 2014 and is effective on the ____ day of _____ 2014

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

**Gary Stanford
Deputy Clerk of Court**

BY _____
Charles K. Windes, Jr., Chairman

LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES"-reciprocal only.)

YES _____

NO _____

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

Bidder's Company Name

Authorized Signature – Manual

Printed Name

Date

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: JANUARY 12, 2001)

“NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature **Company Name**

Hereby agree to abide by the County's “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

PROHIBITION AGAINST CONTINGENT FEES

The below respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage gift or other consideration contingent upon resulting from award or making this agreement.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NOTICE TO PROCEED

DATE: _____

TO:

PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__, on or before _____, and you are to complete the WORK within _____. The date of completion of all WORK is therefore _____.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$_____ for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, 602-C North Pearl St, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER

BY: _____

Zan Fedorak

TITLE: Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Company Name

This the _____ day of _____, 20 _____

Signature

By: _____

Type or Print Name

Title: _____

NOTICE OF AWARD

TO:

**PROJECT
DESCRIPTION:**

The **OWNER** has considered the **BID** submitted by you for the above-described **WORK in** response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your **BID** has been accepted for items in the amounts of \$_____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required **CONTRACTOR'S** Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish required documents within fifteen (15) calendar days from the date of this notice, said **OWNER** will be entitled to consider all your rights arising out of the **OWNER's** acceptance of your **BID** as abandoned and as a forfeiture of your **BID Bond**. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER:** Okaloosa County Purchasing, 602-C North Pearl St., Crestview, FL 32536. If you have any questions, please call John Christopher at 850-689-5960.

Dated this ____ day of _____, 2014.

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____ TITLE Purchasing Manager
Zan Fedorak

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: _____

This the _____ day of _____, 2014.

BY: _____

Title: _____

BID SHEET

BID #: TDD 16-14

BID ITEM: REROOFING OF THE TOURIST DEVELOPMENT WELCOME CENTER

Bidder agrees to perform all work described in the specification for the following amount:

Description

Reroofing The Tourist Development Welcome Center \$ _____ **TOTAL**
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548

of days estimated to start work _____
of days estimated to complete work _____

Price per linier foot to replace \$ _____ **TOTAL**
Framing members, sub facia/facia

Price per 4" x 8" sheet to replace **3/4" \$** _____
Decking **5/8" \$** _____

Remarks:

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

ADDENDUM # 1

PART 3 - BIDDERS REPRESENTATIONS

3.01 GENERAL

A. Each Bidder, by making his Bid, represents that:

1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
2. He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the Contract Documents. Each Bidder shall be held to represent that he has made the foregoing examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the project.
3. No claim for additional compensation will be entertained on behalf of or paid to Roofing Contractor or any Subcontractor on account of his/her failure to be fully informed of all requirements of all parts of the Specifications, Addenda or Drawings. They are part of the Contract Documents and of the Contract and all Bidders should be thoroughly familiar with the content and requirements before submitting proposals.

PART 4 - COPIES OF BIDDING DOCUMENTS

4.01 CONTRACTORS

A. Contractors / Bidders may obtain sets of the Bidding Documents by the following;

1. A CD containing copies of all drawings and specifications, in pdf format, is available for each roofing contractor. This disc is free of charge and may be picked up during regular business hours at the offices of Stokes Architectural, Inc. located at 9 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548. Okaloosa County Tourist Development Department located at 1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548. It is the prime contractor's responsibility for all printing and plan distribution to any subcontractors.

4.02 EXAMINATION OF DOCUMENTS

A. Construction Documents may be examined at the Architect's office located at:

~~Stokes Architectural, Inc.
9 Miracle Strip Parkway SW, Fort Walton Beach FL, 32548.
Phone # (850) 664-2220~~

Okaloosa County Tourist Development Department
1540 Miracle Strip Parkway SE, Fort Walton Beach, FL 32548
Phone # (850) 651-7131

or at the

Okaloosa County Purchasing Department
602-C N. Pearl St., Crestview, FL 32536
Phone # (850) 689-5960