



INVITATION TO QUOTE & ACKNOWLEDGEMENT

ITQ TITLE:

Concrete Stair Repair Services for the
Emerald Coast Conference Center

ITQ NUMBER:

ITQ TDD 44-18

PRE-QUOTE CONFERENCE DATE:

May 10, 2018 at 3:00 p.m. CST

LAST DAY FOR QUESTIONS:

May 14, 2018 at 4:00 p.m. CST

ITQ DUE DATE & TIME:

May 21, 2018 at 4:00 p.m. CST

NOTE: QUOTES RECEIVED AFTER THE QUOTE DUE DATE WILL NOT BE ACCEPTED.

Okaloosa County, Florida solicits your company to submit a quote on the above referenced goods or services. All terms, specifications and conditions set forth in this ITQ are incorporated into your response. A quote will not be accepted unless all conditions have been met. All quotes must have an authorized signature in the space provided below. All emails containing ITQ responses must reference the "ITQ Title", "ITQ Number" and the "ITQ Due Date & Time" in the subject line. Quotes may not be withdrawn for a period of sixty (60) days after the quote opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR QUOTE. QUOTES WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____

EXT: _____

FAX: _____

EMAIL: _____

I CERTIFY THAT THIS QUOTE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER QUOTER SUBMITTING A QUOTE FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS QUOTE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME: _____

TITLE: _____ DATE: _____

NOTICE TO QUOTERS ITQ TDD 44-18

The Okaloosa County Board of County Commissioners under the County policy, request quotes from respondents for Concrete Stair Repair Services for the Emerald Coast Conference Center. A Pre-Quote conference is scheduled for May 10th, 2018 at 3:00pm CST at the Emerald Coast Convention Center located at 1250 Miracle Strip Parkway SE, Fort Walton Beach – Dolphin Room.

Interested respondents desiring consideration shall submit their quote and necessary documents via email to **jhyde@co.okaloosa.fl.us**.

Quote documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link “View Current Solicitations” or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>.

Submittals/Quotes must be delivered via email at the address listed above no later than **4:00 p.m., May 21, 2018** in order to be considered. All quotes received after the stated time and date will not be considered.

The County reserves the right to award to the firm submitting a responsive quote with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision will be final.

Jeffrey A. Hyde

Date

Purchasing Manager

OKALOOSA COUNTY

BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain

Chairman

QUOTE REQUIREMENTS

SCOPE:

The work covered in this specification includes the furnishing of all materials, equipment, labor, supervision, and performing all operations necessary for the completion of the South elevation concrete stairs at the Emerald Coast Convention Center located at 1250 Miracle Strip Parkway SE, Fort Walton Beach, Florida as shown on the project drawings and described in the solicitation documents. The Contractor shall provide and furnish all tools, equipment, scaffolding, materials, supervision, labor, subsistence, rentals, subcontractors, permitting, profit, overhead and any other costs related to demolition, disposal and replacement of the concrete cantilevered slab and beam which may include, but shall not be limited to, deck coatings, disbonded or delaminated concrete, and sealants at the stairways. The work includes all that is necessary to provide the Owner with a complete project.

Contractors are to submit separate prices for work items in accordance with the Bid Form. The Contract work includes, but is not limited to:

1.1 MOBILIZATION/DEMOLITION

This item includes, but is not limited to, the mobilization and demobilization of all material, equipment, and manpower to the project site at the Emerald Coast Convention Center located at 1250 Miracle Strip Parkway SE, Fort Walton Beach, Florida.

1.2 DEMOLITION

Contractor shall be responsible for the removal of 12 inches of concrete at the slab and beam north of the expansion joint at the south stairway. The contractor shall also be responsible for the removal and disposal of existing sealants at the expansion joint at the stairs. At the cantilevered portion of the slab, the contractor shall remove all waterproofing back to the face of the main slab. The contractor shall clean and prepare the concrete and any reinforcing steel as described in ICRI standards and in the drawing details. All demolition shall be performed in accordance with industry standards as well as all of the contract documents.

1.3 CONCRETE REPAIRS

The contractor shall be responsible for removing the cantilevered concrete slab and beam 12 inches back from the expansion joint from the south stairs. The contractor shall also clean up all reinforcing steel by removing all loose rust and scale on the steel. Where the steel cannot be cleaned due to severe deterioration, or it has section loss greater than 25%, it shall be replaced with new steel of the same size and tied to the existing steel. New reinforcing steel installed where it was removed shall be a minimum # 4 bar. Once the reinforcing steel has been cleaned or replaced and the existing concrete has been properly prepared, install new concrete repair mortar in the repair area. Concrete shall be 5,000 psi. All concrete repairs shall be performed in accordance with the project drawings, industry standards, and 2017 Florida Building Code requirements.

At the embedded railing stanchion posts, the contractor shall be responsible for protecting the stanchion post and securing the railings during demolition of the concrete. The contractor shall ensure that the stanchion posts are fully embedded and properly secured within new concrete repair mortar.

Once the concrete repairs have been completed and allowed to cure, the contractor shall be responsible for installing new texture over the repair area to match the existing texture and color in the surrounding areas.

The contractor shall also be responsible for leaving a minimum half inch expansion joint between the new slab, beam, and existing stairs. At the new expansion joint the contractor shall install a new continuous EMSEAL DSM, pre-manufactured expansion joint. Expansion joint work shall be performed in accordance with the project drawings and manufacturer's installation instructions.

The contractor shall be responsible for installing a new stainless steel angle beneath the expansion joint in accordance with the project drawings, industry standards, and 2017 Florida Building Code requirements.

1.4 WATERPROOFING

This item includes, but is not limited to, the installation of a new liquid applied waterproofing membrane in the area where it was removed. Prior to the installation of the new waterproofing system, all cracks in the slab greater than 1/16" shall be routed out to a minimum of 1/4" by 1/4" and sealed. Assume 25 LF of cracks to be routed and sealed. The joint shall then be pre-stripped in accordance with the manufacturer's recommendations prior to the installation of the liquid applied waterproof deck coating. The new liquid applied waterproofing system shall include a primer, a base coat, aggregate broadcast to match the existing waterproofing surface, and a final top coat. All waterproofing work shall be completed in accordance with the project drawings, manufacturer's installation instructions, and 2017 Florida Building Code requirements.

1.5 STAIR TREADS

The contractor shall be responsible for installing new AMSTEP products, number 351A black, stair treads over the existing stair treads. Each section of tread should have a minimum one-inch gap between each section and the sections and the side walls. Risers are turned down at 90 degrees and the stair length is approximately 14'-4". Tread work shall be performed in accordance with the project drawings, manufacturer's installation instructions, and 2017 Florida Building Code requirements.

2. UNIT COSTS

2.1 GROUT AND SEAL CRACKS IN SLAB - The contractor shall be responsible for routing and sealing cracks in the slab. Price to be quoted per LF.

2.2 REINFORCING STEEL - The Contractor shall be responsible for removing and replacing the reinforcing steel within concrete. Price to be quoted per LF.

3. CONDITIONS ON SITE

- 3.1 Contractors are to familiarize themselves with the location and conditions under which the work will be performed and/or any conditions that will affect the work. No additional allowance will be granted due to lack of knowledge of such conditions.
- 3.2 The Contractor is to field verify all dimensions and identify any and all discrepancies and/or interferences prior to installing any anchor bolts. Any additional costs incurred as a direct result of an unidentified discrepancy and/or undetected interference will be the contractor's responsibility.
- 3.3 During the actual construction period, Contractor will make every effort to maintain the work site in a clean and safe condition. At the completion of all construction activity, Contractor shall restore all work areas to, at least, the condition that existed prior to any construction activity. Final cleanup and site restoration will be subject to inspection and acceptance by Okaloosa County.

4. CONTRACT DRAWINGS

- 4.1 The Contract Drawings which detail the work identified in this Scope of Work are listed in the index of the drawing package.

5. OWNER'S ACCESS TO THE SITE

- 5.1 The Emerald Coast Convention Center and its designated representatives shall have access to the construction work at all times. ECCC shall coordinate with the contractor for scheduled events to be held at the facility.

6. MATERIALS FURNISHED BY THE CONTRACTOR

- 6.1 The Contractor shall be responsible for furnishing all materials necessary to complete the work included in this bid package.

7. WORK HOURS

- 7.1 The Contractor will have access to the site in accordance with the Okaloosa County regulations and may work the hours deemed necessary (within the allowed work times) during this period to meet the construction schedule as proposed by the Contractor in its ITQ response. No work shall be performed without first notifying and receiving authorization from the Emerald Coast Convention Center.

8. CONSTRUCTION REPORTS

- 8.1 Contractor will be responsible for submitting daily construction reports to O'Connell & Associates, the County's Consultant. The report shall give a brief description of progress made during the day as well as problems which have arisen which may have caused delays in the project schedule. Failure to submit these reports may cause a delay in processing of invoices and subsequent delay in payment.

9. DRUG PROGRAM

- 9.1 Each Contractor must submit with its response a detailed description of the policy and program that is maintained on a company wide basis to detect, prevent and minimize substance abuse.

10. SCHEDULE

- 10.1 Contractor must furnish Owner with a detailed bar chart showing manpower requirements sequencing, and duration of all activities.
- 10.2 Any deviations in the schedule submitted must be detailed in the daily report submitted by the Contractor's construction superintendent as outlined in Section 8 of this specification.
- 10.3 Contractor shall be responsible for scheduling and coordinating all construction activities with the Emerald Coast Convention Center.

11. QUALITY ASSURANCE PLAN

- 11.1 The Contractor should be aware that all materials and equipment supplied by the Contractor will be thoroughly inspected. The Contractor should retain and make available to the Owner or representative all MSDS Certificates, or other records supplied with Contractor furnished materials or equipment.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. 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 Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured 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.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies 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.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. 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.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-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.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)

- | | | |
|----|---------------------------------|--|
| 3. | Commercial General Liability | \$1M each occurrence
for Bodily Injury & Property Damage
\$1M each occurrence Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

The Contractor shall indemnify and hold harmless the 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 wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. 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.
8. 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.

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.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
2. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
3. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

4. **AWARD OF CONTRACT**

Okaloosa County Review - Okaloosa County designated Staff will review all quotes and will participate in the Recommendation to Award.

The County will award the contract to the best, most responsible percentage, and the County reserves the right to award the contract to the respondent submitting a responsive quote with a resulting

negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all quotes or to waive any irregularity or technicality in quotes received. Okaloosa County shall be the sole judge of the quote and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all quotes, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this quote and to accept the quote that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional quotes and quotes which make it impossible to determine the true amount of the quote. Each item must be quoted separately and no attempt is to be made to tie any item or items to any other item or items.

5. **PAYMENTS** – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
6. **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.
7. **PUBLIC ENTITY CRIME INFORMATION** - Pursuant to Florida Statute 287.133, a respondent 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 s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
8. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals 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.

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

9. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents 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 respondent's convenience, this certification form is enclosed and is made a part of the bid package.

10. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
11. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
12. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Request for Quote agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

13. **CONE OF SILENCE** – The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence**) that prohibits oral or written communication regarding all formal solicitations for goods or services (formal proposals, Requests for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

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

14. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
15. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

- 16. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 17. SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 18. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 19. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
- 20. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 21. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 22. UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default,

the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

23. GENERAL CIVIL RIGHTS PROVISIONS - The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

24. The following documents are to be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Company Data
- H. List of References
- I. Addendum Acknowledgement
- J. Quote Sheet
- K. Anti-Collusion Form
- L. Certification Regarding Lobbying

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT 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, Florida Statutes, 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.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or 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:

NAME(S)

NO:

POSITION(S)

FIRM NAME:

BY (PRINTED):

BY (SIGNATURE):

TITLE:

ADDRESS:

PHONE NO.:

E-MAIL:

DATE:

FEDERAL 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, Respondent 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 respondent 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 Securities 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.:

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees 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 an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

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

I _____ representing _____
Signature Company Name

On this _____ day of _____ 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank)? If recycled, what percentage _____%.

Product Description:

-

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify:

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify:

The above is not applicable if there is only a service involved with no product involvement.

Name of Respondent:

Email:

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the 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 Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Respondent'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

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Email:

Federal ID or SS #:

DUNNS/CAGE #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).

- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

LIST OF REFERENCES

1. Owner's Name & Address:

Contact Person:

Telephone: ()

Email:

2. Owner's Name & Address:

Contact Person:

Telephone: ()

Email:

3. Owner's Name & Address:

Contact Person:

Telephone: ()

Email:

QUOTE SHEET

Quote Number: ITQ TDD 44-18

1	<u>MOBILIZATION/DEMOBILIZATION</u>	\$ _____
2	<u>DEMOLITION</u>	\$ _____
3	<u>CONCRETE REPAIRS</u>	\$ _____
4	<u>WATERPROOFING</u>	\$ _____
5	<u>STAIR TREADS</u>	\$ _____
	<u>TOTAL BID AMOUNT</u>	\$ _____

This includes all work associated with completing the project that is described in Items 1.1 through 1.5 under the Scope of Work.

- 6 UNIT COSTS
- a. GROUT AND SEAL CRACKS IN SLAB \$ _____
The contractor shall be responsible for routing and sealing cracks in the slab.
Price per LF.

 - b. REINFORCING STEEL \$ _____
The Contractor shall be responsible for removing and replacing the reinforcing steel within concrete. Price per LF.

Remarks:

ANTI-COLLUSION STATEMENT: The below signed respondent has not divulged to, discussed, or compared his quote with other respondents, and has not colluded with any other respondent or parties to quote 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 respondent list(s).

Quoter's Company Name

Authorized Signature

Authorized Signature (printed)

Address

Title

Phone Number

Fax Number

Federal ID or SS Number

Email Address

Date Submitted

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Exhibit "A"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

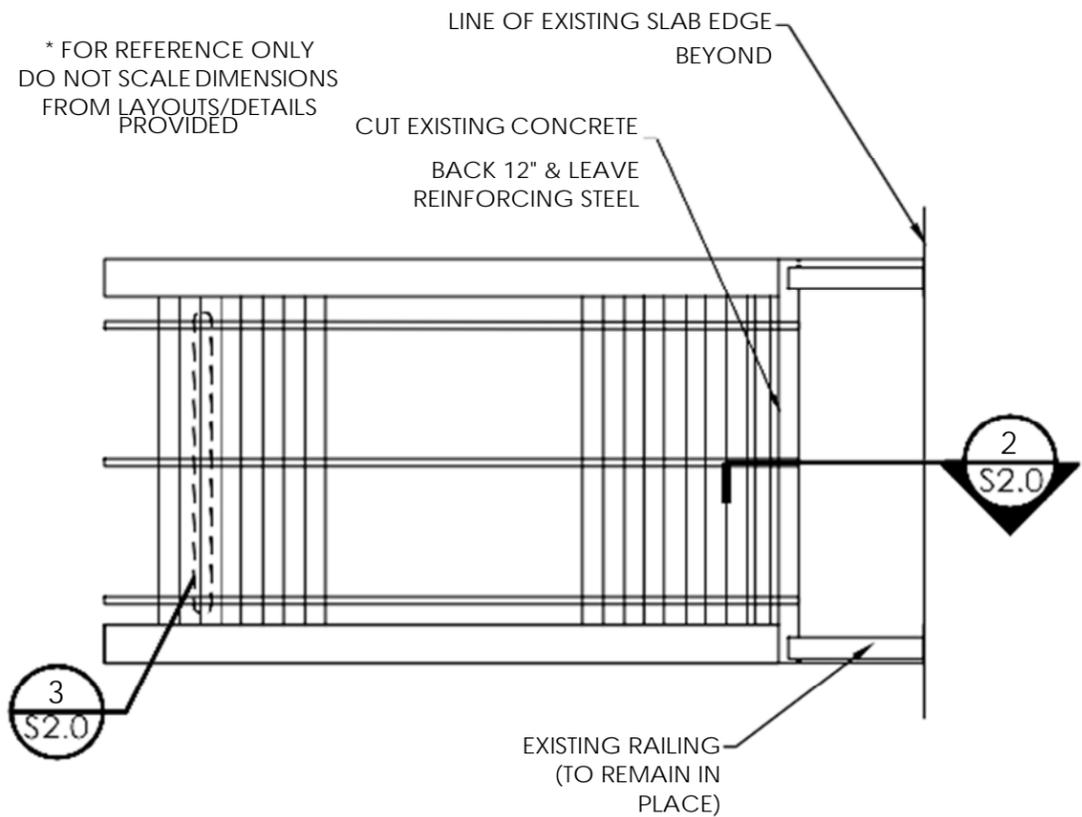
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties in each subcontract that-

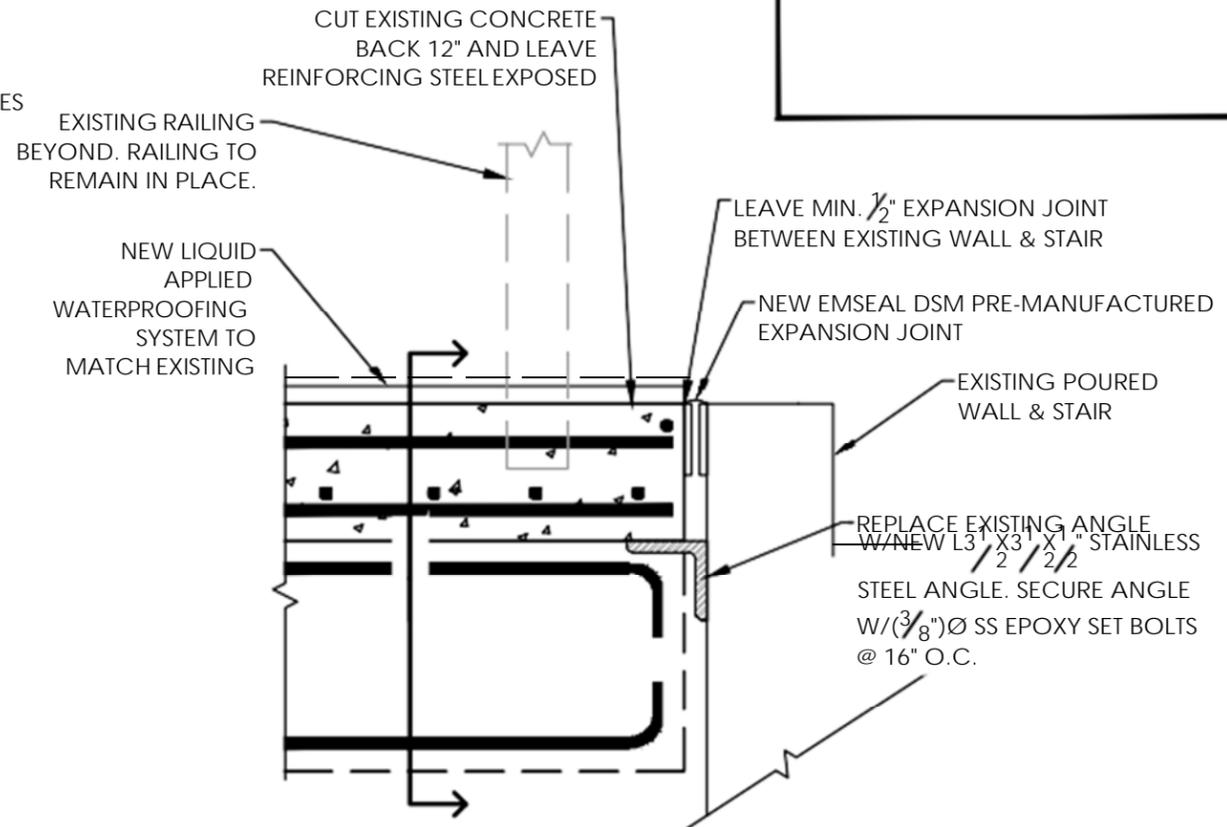
- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

CONCRETE REPAIR NOTES

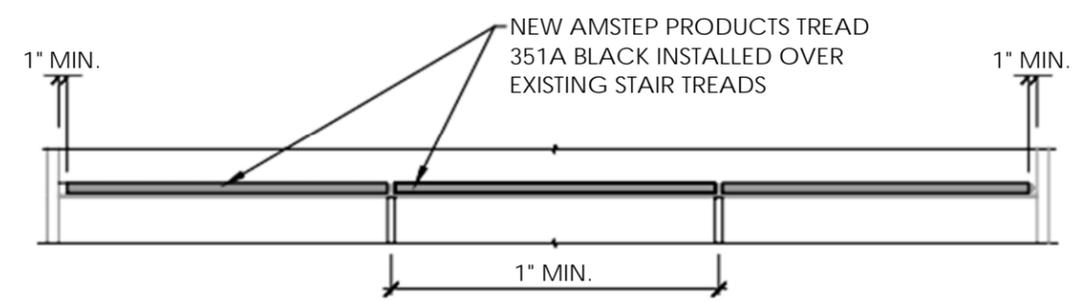
1. SHORE UP AND SUPPORT EXISTING CONCRETE REMAINING IN PLACE.
2. CONCRETE REMOVAL SHALL BE ACCORDING TO THE DRAWINGS PROVIDED.
3. AT EDGE LOCATIONS, PROVIDE RIGHT ANGLE CUTS TO THE CONCRETE SURFACE WITH EITHER OF THE FOLLOWING METHODS-
 - SAW CUT 1/2" OR LESS AS REQUIRED TO AVOID CUTTING REINFORCING STEEL.
 - USE POWER EQUIPMENT SUCH AS HYDRODEMOLITION OR IMPACT BREAKERS. AVOID FEATHER EDGES.
8. REPAIR CONFIGURATIONS SHOULD BE KEPT AS SIMPLE AS POSSIBLE, PREFERABLY WITH SQUARED CORNERS.
9. AFTER REMOVALS & EDGE CONDITIONING ARE COMPLETE, REMOVE BOND INHIBITING MATERIALS (DIRT, CONCRETE SLURRY, LOOSELY BONDED AGGREGATES) BY ABRASIVE BLASTING OR HIGH PRESSURE WATERBLASTING WITH OR WITHOUT ABRASIVE. CHECK THE CONCRETE SURFACES AFTER CLEANING TO INSURE THAT SURFACE IS FREE FROM ADDITIONAL LOOSE AGGREGATE, OR THAT ADDITIONAL DELAMINATIONS ARE NOT PRESENT.
10. IF HYDRODEMOLITION IS USED, CEMENT & PARTICULATE SLURRY MUST BE REMOVED FROM THE PREPARED SURFACES BEFORE SLURRY HARDENS.
11. ANY REINFORCEMENT WHICH IS LOOSE SHALL BE SECURED IN PLACE BY TYING TO OTHER SECURED BARS OR BY OTHER APPROVED METHODS.
3. ALL HEAVY CORROSION & SCALE SHOULD BE REMOVED FROM REINFORCING STEEL AS NECESSARY TO PROMOTE MAXIMUM BOND OF REPLACEMENT MATERIAL. OIL FREE ABRASIVE BLAST IS THE PREFERRED METHOD. A TIGHTLY BONDED LIGHT RUST BUILD-UP ON THE SURFACE IS USUALLY NOT DETRIMENTAL TO BOND, UNLESS A PROTECTIVE COATING IS BEING APPLIED TO THE BAR SURFACE, IN WHICH CASE THE COATING MANUFACTURERS RECOMMENDATIONS FOR SURFACE PREPARATION SHOULD BE FOLLOWED.



1 SOUTH STAIR LAYOUT
SCALE: 1 1/2" = 1'-0"



2 CONCRETE REPAIR DETAIL
SCALE: 1 1/2" = 1'-0"



3 STAIR TREAD DETAIL
SCALE: 3/8" = 1'-0"

SEAL

O'CONNELL & ASSOCIATES
CONSULTING ENGINEERS, LLC.
1850 W. 10TH AVENUE, SUITE 200
FORT WALTON BEACH, FL 32410
PH: 904.853.1111 FAX: 904.853.1112

THE EMERALD COAST CONVENTION CENTER
MIRACLE STRIP PARKWAY SE,
FORT WALTON BEACH, FL

FOR REVIEW ONLY				
ISSUE:	JOB #:	DATE:	DRAWN BY:	CHECKED BY:
	17236	01/31/2018	LKA	B. SMITH

TITLE:
CONCRETE REPAIR

SHEET No:
S1.0



Okaloosa County
Conference / Civic Center
Okaloosa Island
Okaloosa County, Florida

Spillis Candela DMJM
ARCHITECT OF RECORD
1560 ORANGE AVE., STE. 100
WINTER PARK, FL 32789
Tel: (407) 644-3644 • Fax: (407) 644-6197
Florida License AA0003298

Blinn Van Mater, Architect
ASSOCIATE ARCHITECT
201 MIRACLE STRIP PARKWAY S.E. SUITE C
FORT WALTON BEACH, FL 32548
TEL: (850) 243-9244 • FAX: (850) 243-9298

Spillis Candela DMJM
STRUCTURAL, MECHANICAL, ELECTRICAL,
PLUMBING, FIRE PROTECTION ENGINEERS,
AND INTERIOR DESIGNERS
800 DOUGLAS ENTRANCE, SUITE 200
CORAL GABLES, FLORIDA 33134 - 3119
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CIVIL ENGINEER
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TEL: (850) 862-6611 • FAX: (850) 863-8059

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3 HOLLY AVENUE
SHALMAR, FLORIDA 32579
TEL: (850) 651-6058 • FAX: (850) 651-3798

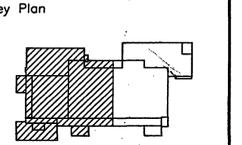
Cosentini Associates, Inc.
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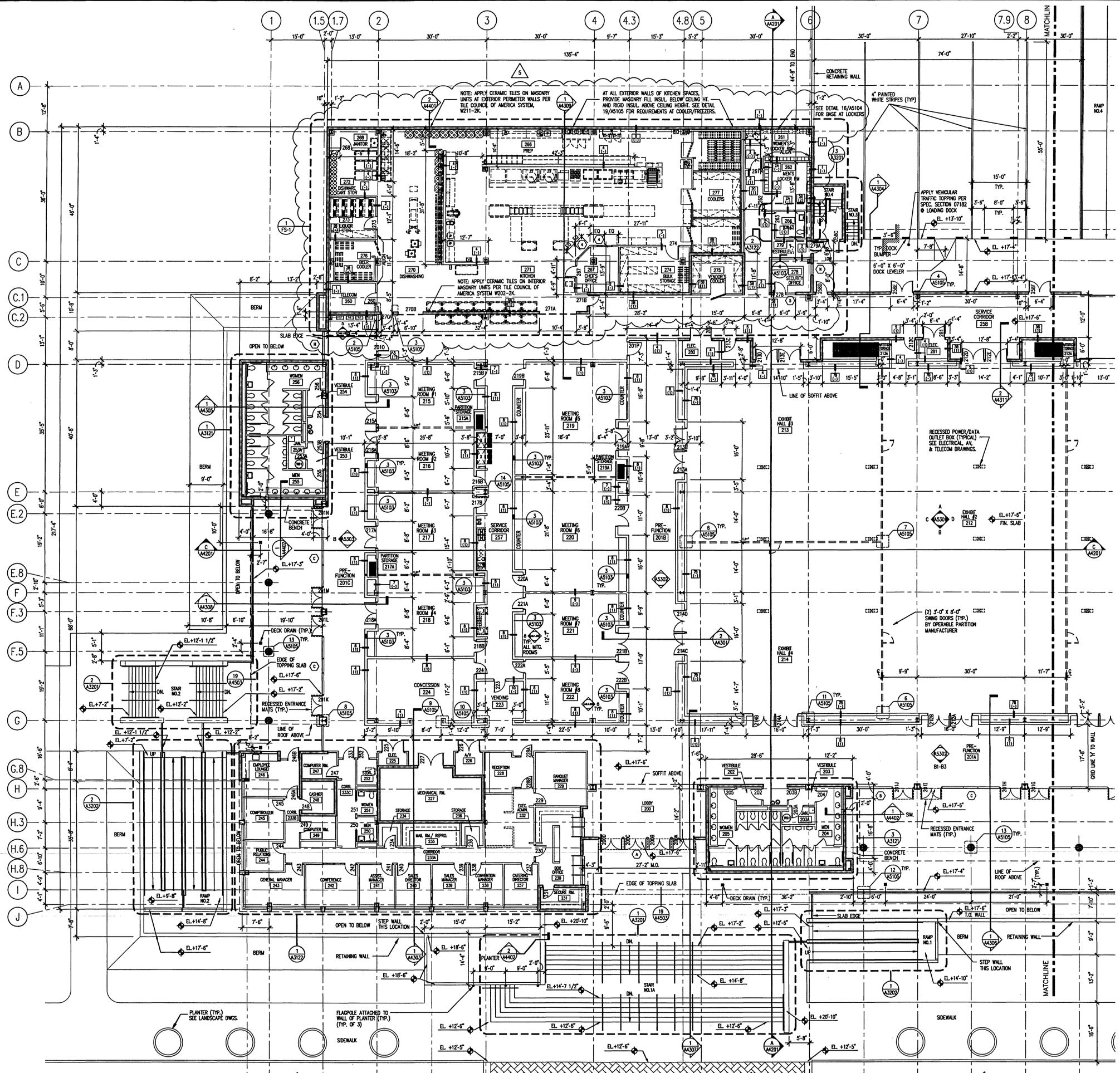
Sheet Title:
**PARTIAL
EXHIBIT LEVEL PLAN**

Project No:	032112001
ISSUE	DATE
Permit Set	April 16, 2001
For construction	August 17, 2001
Bulletin No. 5	Feb. 20, 2002

Drawing No:
A2.2.21

Professional of Record: Richard Foley
Discipline: Architecture
Registration No. AR001679

Seal:



This drawing contains information to be used exclusively for the production of Contract Documents for this project.
The Contract Documents of record are only those in paper, when, or prior produced by Spillis Candela DMJM and they bear our professional seal and our signature. This drawing is not a Contract Document.
This drawing was created by Spillis Candela DMJM for internal use. Due to the possibility that this drawing may be modified, unintentionally or otherwise, and that the information contained herein could be used in a manner for which it was not originally intended, Spillis Candela DMJM makes no assertion that this drawing is an accurate representation of the actual file in our possession, or that it is suitable for any other purpose or use.

- GENERAL NOTES:
1. ALL ELEVATION REFERENCES ARE TO N.G.V.D. UNLESS OTHERWISE INDICATED.
 2. ALL STUCCO FINISHED SURFACES ARE TO RECEIVE ELASTOMERIC COATING PER SPECIFICATION SECTION 07155.
 3. PROVIDE R-6.3 RIGID INSULATION PER SPECIFICATION SECTION 07210 AT INSIDE FACE OF ALL EXTERIOR WALLS UNLESS OTHERWISE INDICATED.

EXHIBIT LEVEL PARTIAL PLAN
SCALE: 3/32" = 1'-0"
1

AS-BUILT



**Okaloosa County
Conference / Civic Center**
Okaloosa Island
Okaloosa County, Florida

Spillis Candela DMJM
ARCHITECT OF RECORD
1560 ORANGE AVE., STE. 100
WINTER PARK, FL 32789
Tel: (407) 644-3644 • Fax: (407) 644-6197
Florida License AA0003298

Binn Van Mater, Architect
ASSOCIATE ARCHITECT
201 MIRACLE STRIP PARKWAY S.E. SUITE C
FORT WALTON BEACH, FL 32548
Tel: (850) 243-9244, Fax: (850) 243-9298

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Tel: (305) 444-4691, Fax: (305) 447-3558

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CIVIL ENGINEER
112 TRUXTON AVENUE
FORT WALTON BEACH, FL 32547
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LANDSCAPE ARCHITECT
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SHALIMAR, FLORIDA 32579
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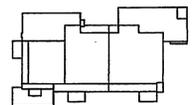
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Key Plan



Sheet Title:

ENLARGED STAIR PLANS

Project No: 032112001

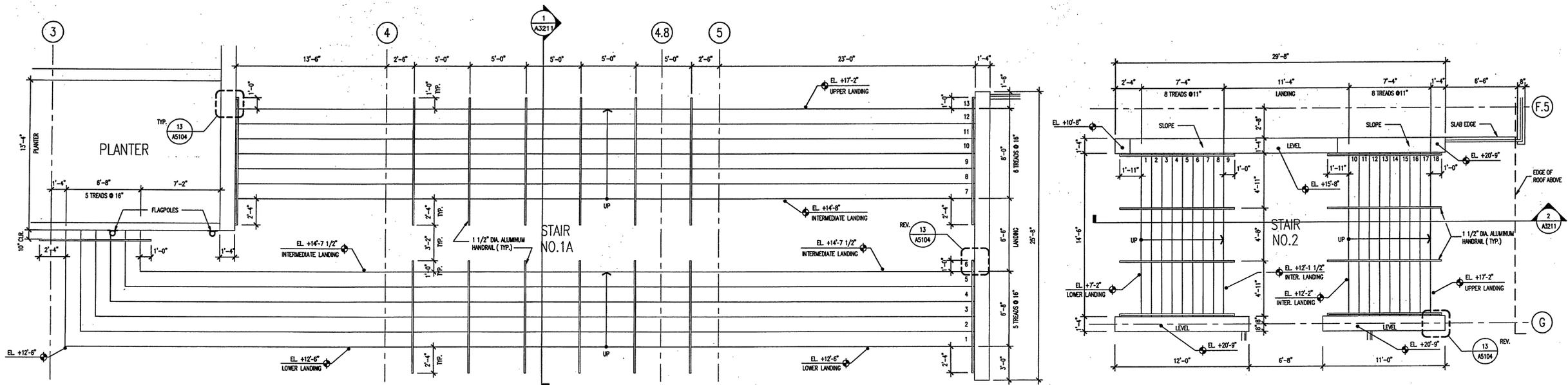
ISSUE	DATE
Permit Set	April 16, 2001
For construction	August 17, 2001

Drawing No:

A3.2.01

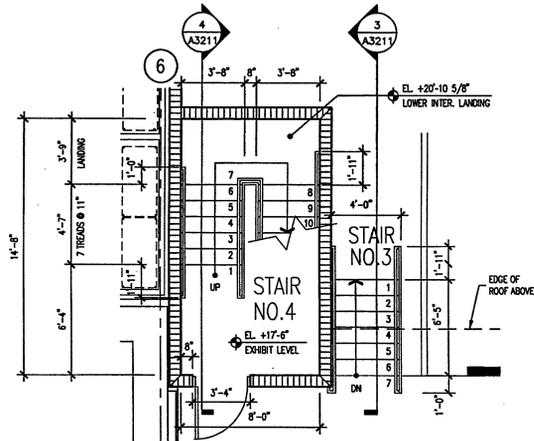
Professional of Record: Richard Foley
Discipline: Architecture
Registration No. AR0011679

Seal:

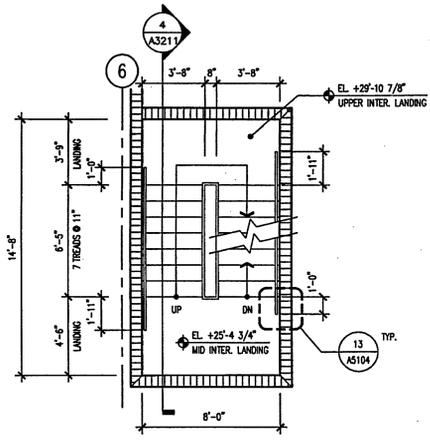


STAIR NO. 1 PLAN
SCALE: 1/4" = 1'-0"

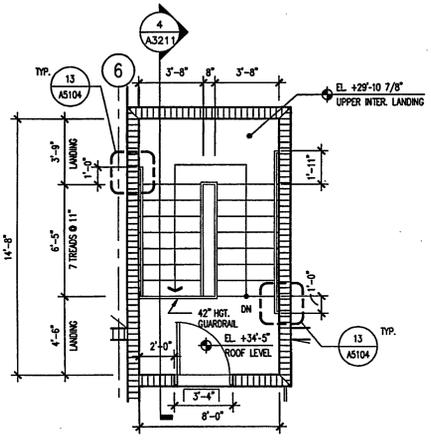
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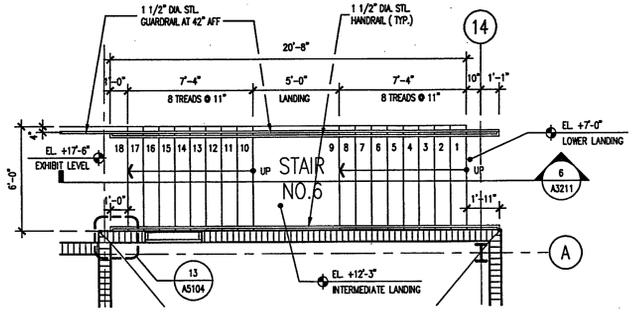
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SCALE: 1/4" = 1'-0"



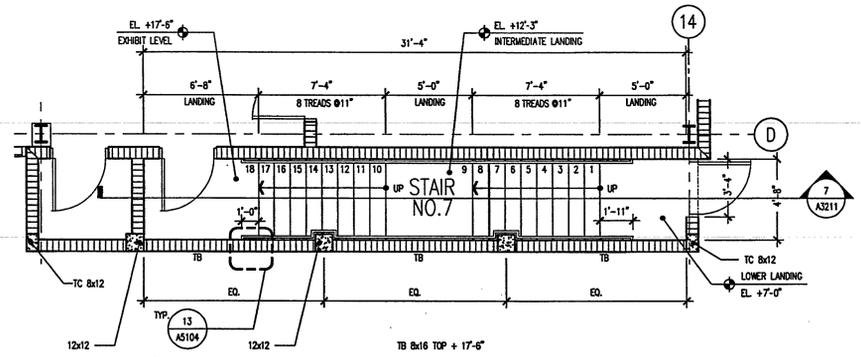
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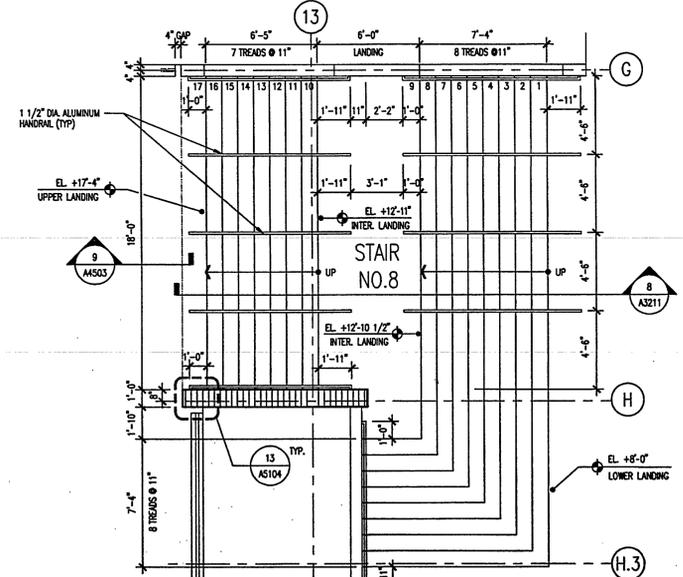
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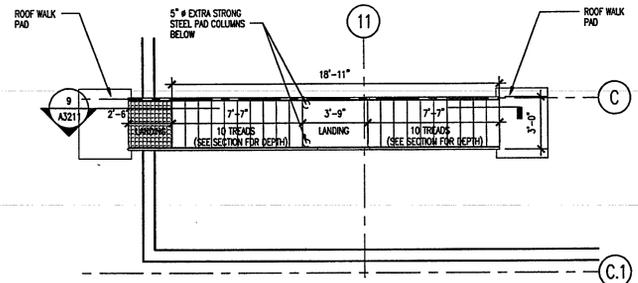
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SCALE: 1/4" = 1'-0"



STAIR NO. 7 PLAN
SCALE: 1/4" = 1'-0"



STAIR NO. 8 PLAN
SCALE: 1/4" = 1'-0"



SHIP'S LADDER PLAN
SCALE: 1/4" = 1'-0"

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Spillis Candela DMJM
ARCHITECT OF RECORD
1560 ORANGE AVE., STE. 100
WINTER PARK, FL 32789
Tel: (407) 644-3644 • Fax: (407) 644-6197
Florida License AA0003298

Blinn Van Mater, Architect
ASSOCIATE ARCHITECT
201 MIRACLE STRIP PARKWAY S.E. SUITE C
FORT WALTON BEACH, FL 32548
TEL: (850) 243-9244, FAX: (850) 243-9298

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TEL: (305) 444-6911, FAX: (305) 447-3558

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CIVIL ENGINEER
112 TRUXTON AVENUE
FORT WALTON BEACH, FL 32547
TEL: (850) 862-6611, FAX: (850) 863-8058

William H. Smith and Associates, Inc.
LANDSCAPE ARCHITECT
3 HILLY AVENUE
SHALMAR, FLORIDA 32579
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Cosentini Associates, Inc.
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ORLANDO, FL 32081
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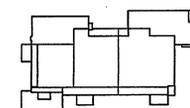
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ORLANDO, FL 32817
TEL: (407) 381-7771, FAX: (407) 381-5551

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3914 HWY. 301 NORTH, STE. 200
TAMPA, FL 33618-1293
TEL: (813) 623-2323, FAX: (813) 626-2637

Key Plan



Sheet Title:

ENLARGED RAMP PLANS

Project No: 032112001

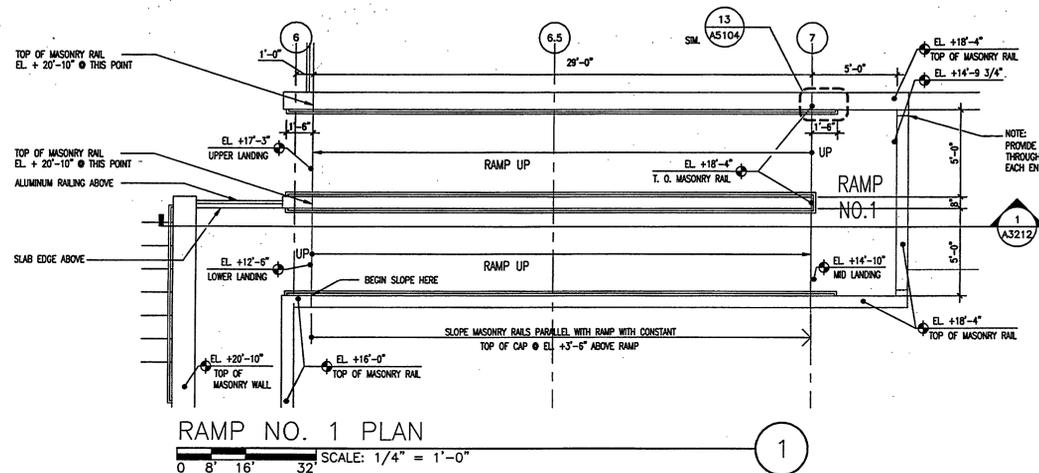
ISSUE	DATE
Permit Set	April 16, 2001
For construction	August 17, 2001

Drawing No:

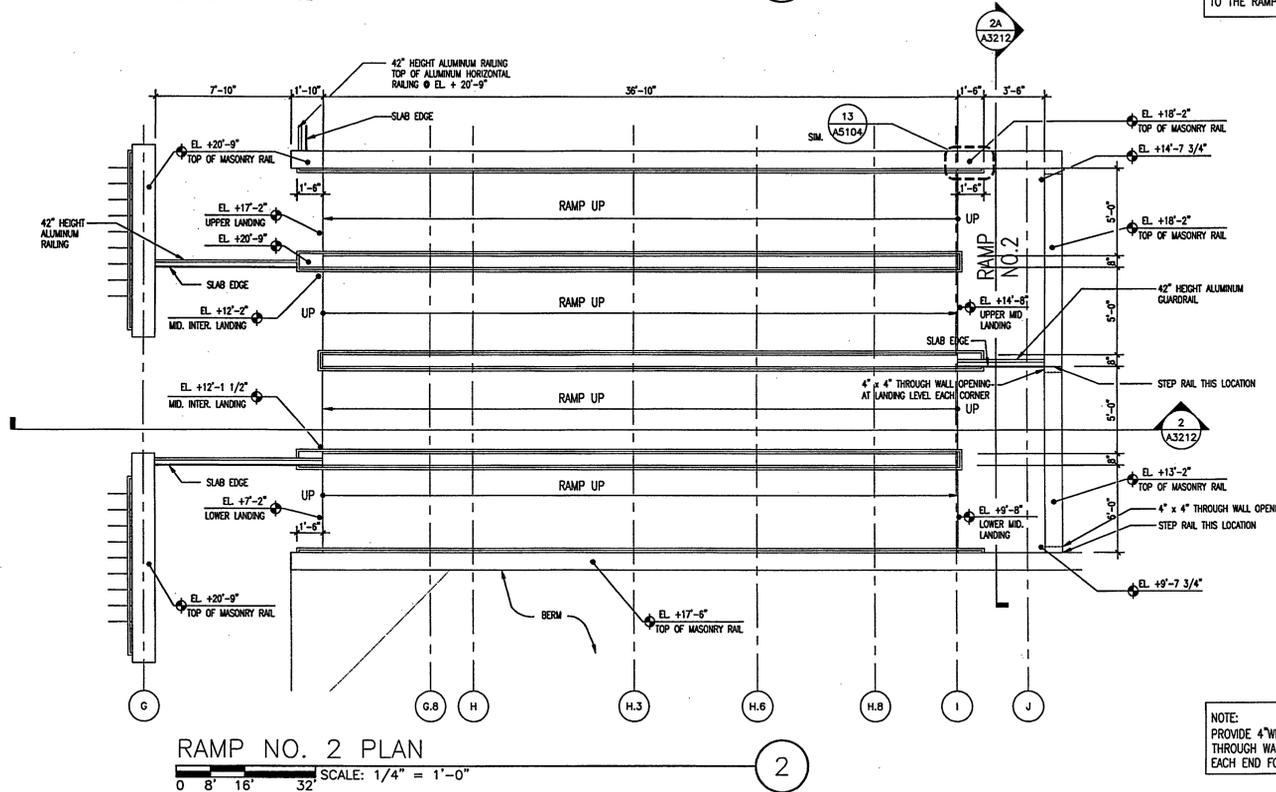
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Professional of Record: Richard Foley
Discipline: Architecture
Registration No. AR0011679

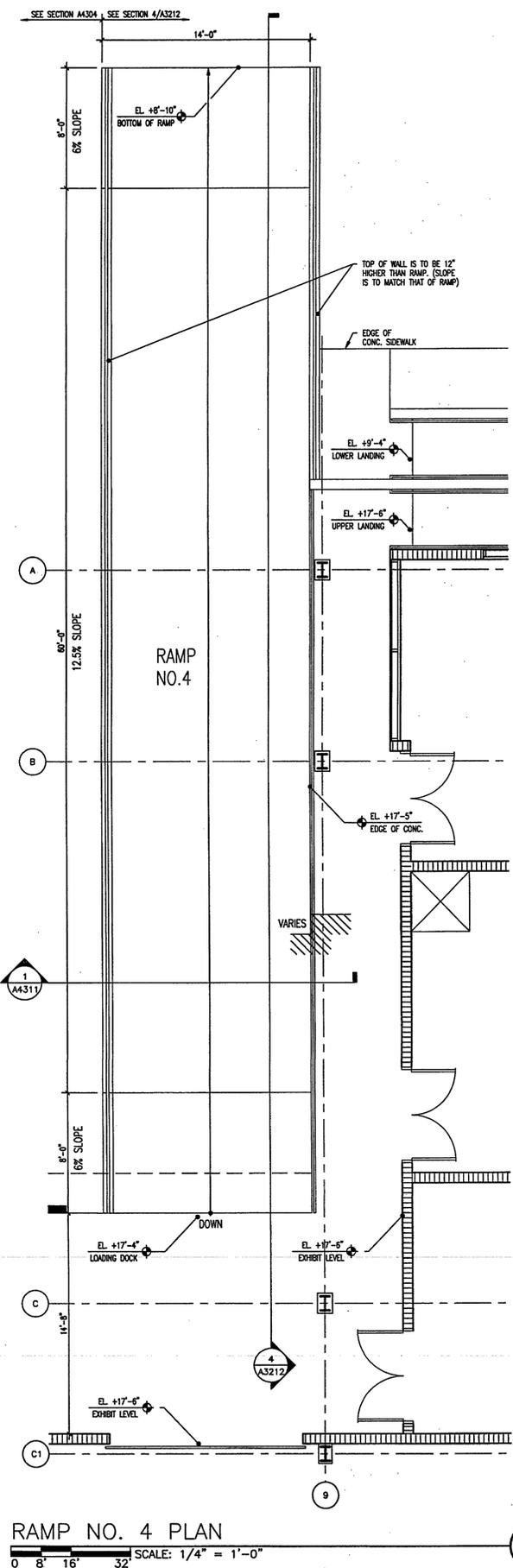
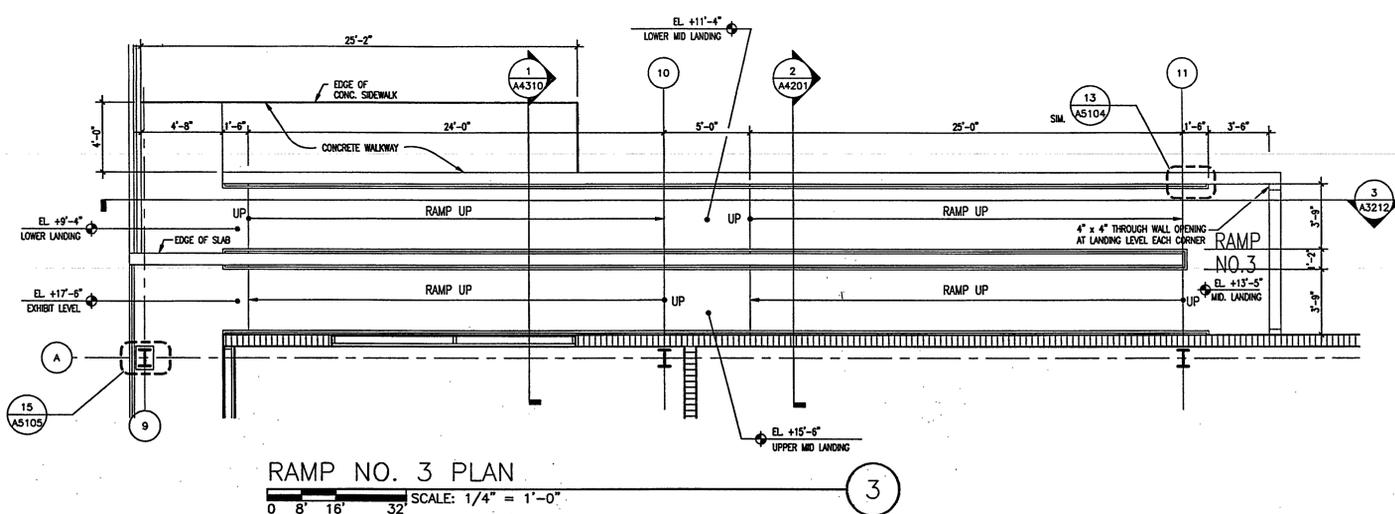
Seal:



NOTE:
ALL RAMP SURFACES SHALL RECEIVE
A LIGHT BROOM FINISH PERPENDICULAR
TO THE RAMP'S SLOPE



NOTE:
PROVIDE 4" WIDE x 4" HIGH OPENINGS
THROUGH WALL AT LANDINGS AT
EACH END FOR DRAINAGE



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Spillis Candela DMJM
ARCHITECT OF RECORD
1560 ORANGE AVE., STE. 100
WINTER PARK, FL 32789
Tel: (407) 844-3644 • Fax: (407) 644-6197
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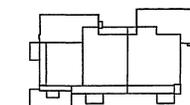
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Key Plan



Sheet Title:

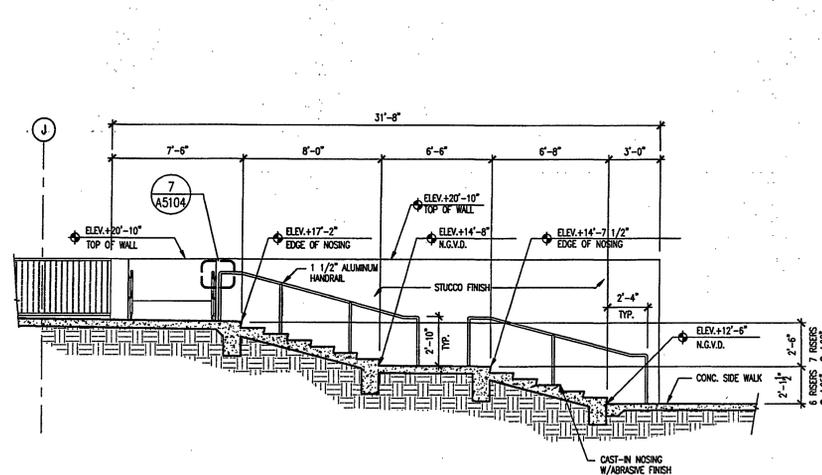
STAIR SECTIONS

Project No: 032112001
ISSUE DATE
Permit Set April 16, 2001
For construction August 17, 2001

Drawing No:
A3.2.11

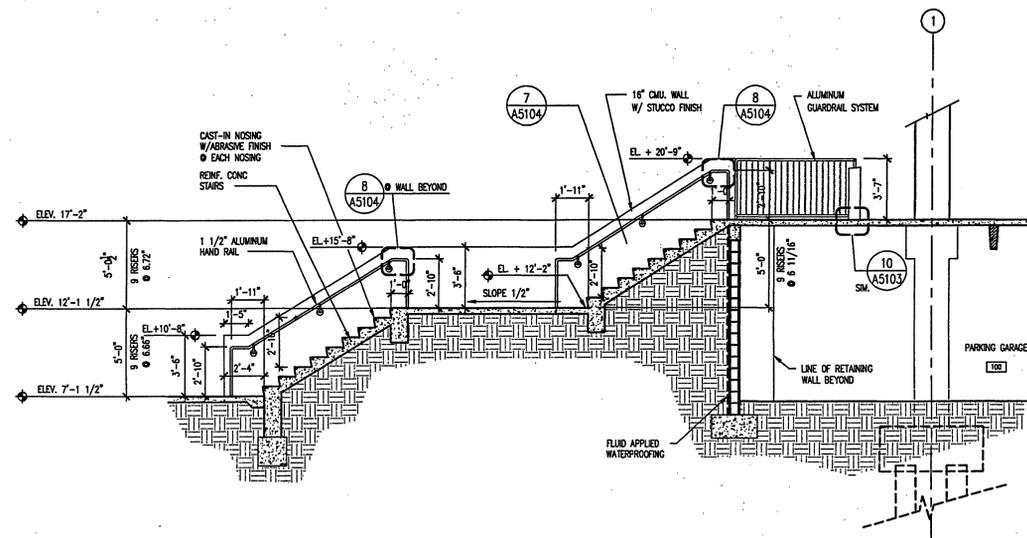
Professional of Record: Richard Foley
Discipline: Architecture
Registration No. AR0011679

Seal:



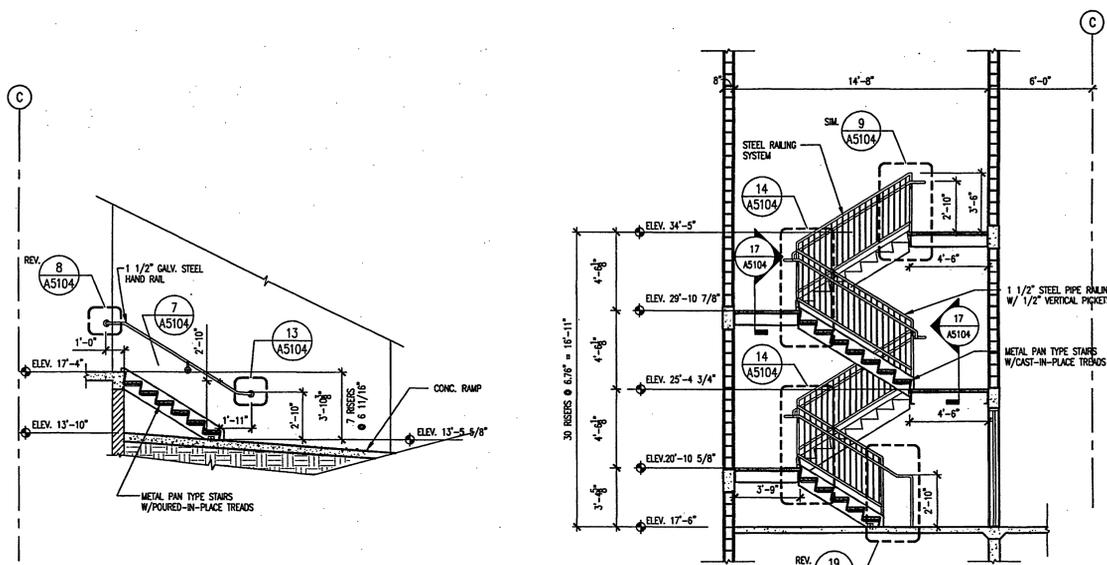
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SCALE: 1/4" = 1'-0"
2001AV01



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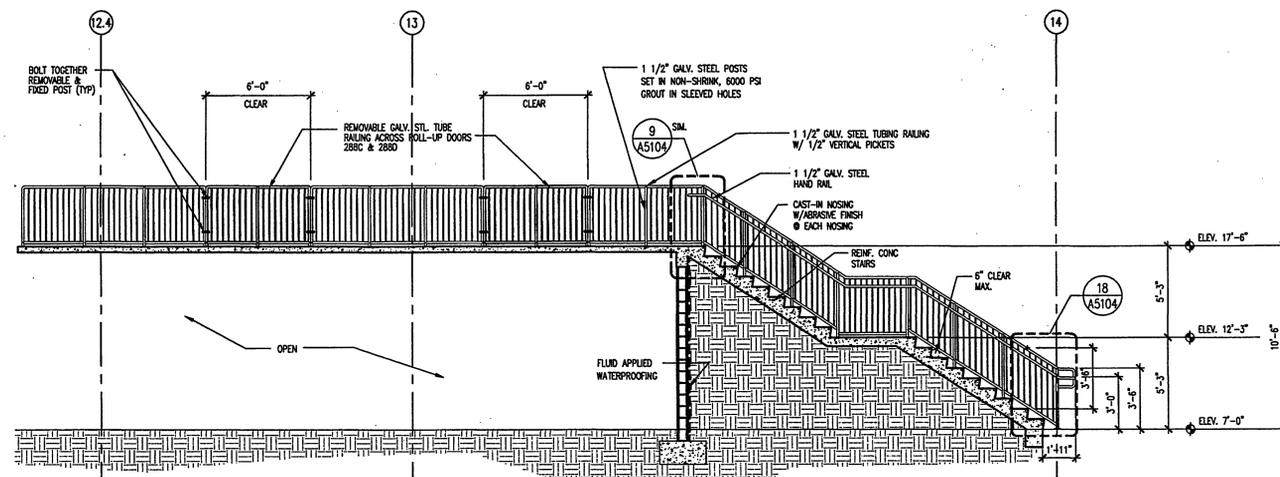


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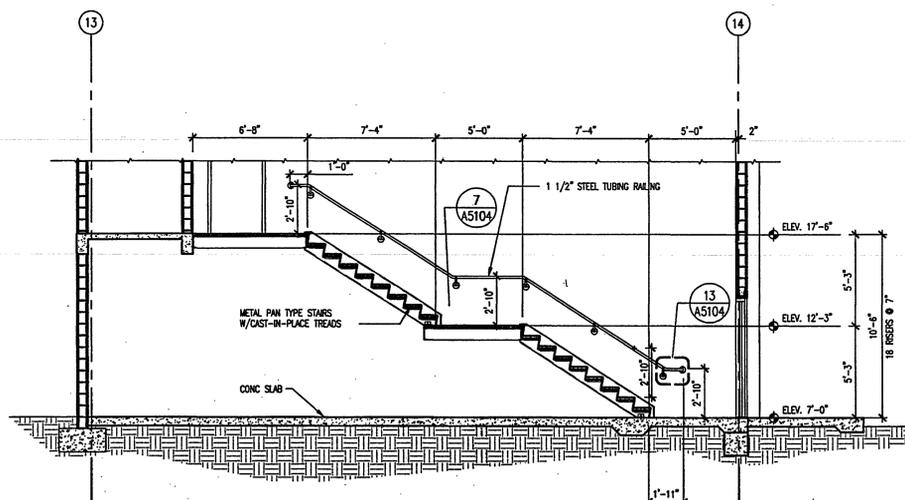
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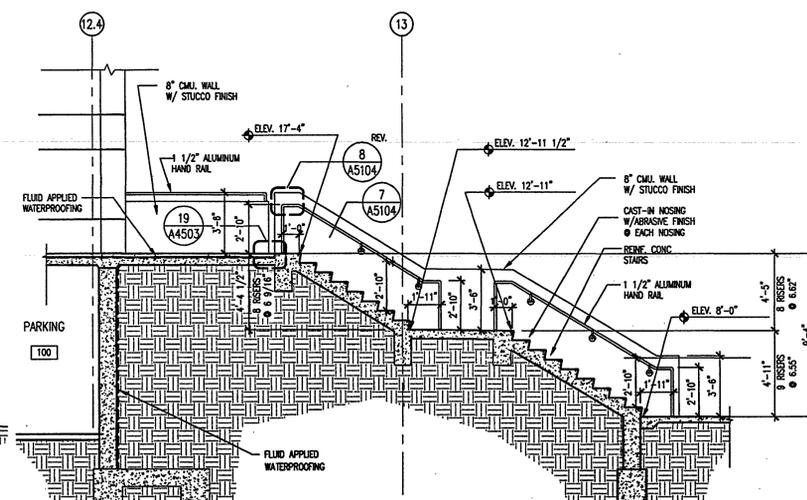
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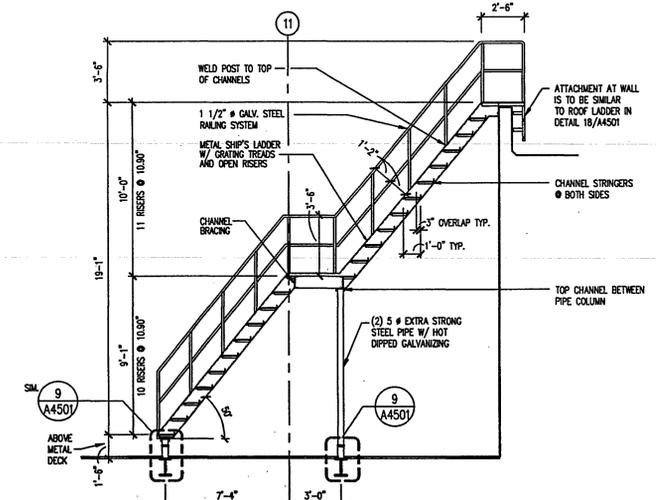
STAIR NO.7 SECTION

SCALE: 1/4" = 1'-0"
2001AV01



STAIR NO.8 SECTION

SCALE: 1/4" = 1'-0"
2001AV01



SHIP'S LADDER SECTION

SCALE: 1/4" = 1'-0"
2001AV01

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