

**Project Manual
For The
City of Cocoa**

**ALUMINUM ROOF STRUCTURE FOR
GROUNDWATER FILTER COVERINGS AT DYAL
WATER TREATMENT PLANT**

City of Cocoa, Florida



BID NO. B-11-09-COC

APRIL 2011

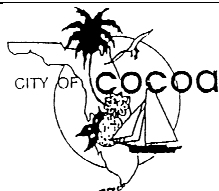
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SUBMIT BID TO:

CITY OF COCOA
PURCHASING DEPARTMENT
155 NORTH WILSON AVENUE
COCOA, FLORIDA 32922

**INVITATION TO BID****Bidder Acknowledgement****FORM NO. 00019**

BUYER:

HANK ROWAN

TELEPHONE #:

321-433-8833

FAX #:

321-433-8860

MAILING DATE:

Monday, March 21, 2011

BID TITLE:

**ALUMINUM ROOF STRUCTURE FOR
GROUNDWATER FILTER COVERINGS AT DYAL WTP**

BID NUMBER:

B-11-09-COC

BID SUBMITTAL DATE AND TIME:

Thursday, April 21, 2011 @ 2:30 p.m.

BID OPENING TIME AND LOCATION:

3:00 p.m. Purchasing Conference RoomBIDS RECEIVED AFTER SUBMITTAL
DATE AND TIME WILL NOT BE ACCEPTED

MANDATORY PRE-BID LOCATION: THIRD FLOOR PURCHASING DIVISION
OFFICE ROOM 311, 65 STONE ST., COCOA, FL 32922. **A MANDATORY SITE VIST** will
be held at the Claude H. Dyal Water Treatment Plant, 28400 SR 520, Christmas, FL 32709,
IMMEDIATELY AFTER PRE-BID MEETING.

PRE-BID TIME:**10:00 AM****PRE-BID DATE:****April 5, 2011**

BIDDER NAME:

MAILING ADDRESS:

CITY-STATE-ZIP:

EMAIL ADDRESS:

TELEPHONE NO:

FAX NO:

AUTHORIZED SIGNATURE (MANUAL):

TITLE:

TYPED/PRINTED NAME:

DATE:

BIDDER'S CERTIFICATION

I certify that I have carefully examined the instructions to Bidder/general Conditions, Invitation to Bid, Specification, and any other documents accompanying or made a part of this Invitation. I Further certify that all information contained in this bid is truthful to the best of my knowledge and belief and that I am duly authorized to submit this bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

In compliance with this Invitation to Bid, and subject to all conditions herein, I hereby offer and agree to furnish the goods and /or services specified in the Invitation at the prices or rates quoted in my bid, including the following:

- a. Bid prices will remain firm for a period of ninety (90) days in order to allow the City adequate time to evaluate the bids.
- b. Product delivery and/or service performance will be completed within _____ days of award, or date of purchase order.

REASON FOR NO BID (Check all boxes that apply):

- ☐ Not enough bid response time
- ☐ Specification unclear
- ☐ Our company does not handle this item/service
- ☐ Our company does not submit bids to Municipalities
- ☐ Other: (please explain)

Method bidder was informed of bid (check appropriate box):

- ☐ Received invitation by direct mail
- ☐ Viewed posted legal ad on bulletin board
- ☐ Viewed bid posting on Internet home page
- ☐ Read legal ad in newspaper
- ☐ Viewed through bid reporting service
- ☐ Other: (please explain)

1. **SUBMISSION OF BIDS:** All bids/proposals shall be submitted in a sealed envelope. The bid/proposal number, title and opening date shall be clearly displayed on the outside in the left hand corner of the sealed envelope. The delivery of the said bid/proposal to the City of Cocoa Purchasing Department prior to the specified submittal date and time is solely and strictly the responsibility of the bidder. Any bid/proposal received in the Purchasing Department after the specified date and time will not be accepted.
 2. **EXECUTION OF BID/PROPOSAL:** Bid/proposal must contain a manual signature of authorized representative in the spaces(s) provided. Bids/proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to any bid must be initialed. The company name and F.E.I.D. Number shall appear in space(s) provided.
 3. **BID OPENING:** Bid/proposal opening shall be public on the date and time specified. Bids/proposals must be submitted on forms or exact copy thereof, provided by the City of Cocoa. No other forms will be accepted. No bid/proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
 4. **BID TABULATION:** Any bidder wishing to receive a copy of the bid/proposal tabulation is required to enclose a self-addressed envelope identified in the left hand corner bid/proposal tabulation response.
 5. **CLARIFICATION/CORRECTION OF BID ENTRY:** The City of Cocoa reserves the right to allow for the clarification to questionable entries and for the correction of OBVIOUS MISTAKES.
 6. **INTERPRETATION:** Any questions concerning conditions and specifications shall be directed to the designated buyer. Those interpretations which may affect the eventual outcome of this bid/proposal will be furnished in writing to all prospective bidders. No interpretation shall be considered binding unless provided in writing by the designated buyer of the City of Cocoa.
 7. **PRICING:** Firm prices shall be bid and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Cocoa to secure area or inside delivery.
 8. **ADDITIONAL TERMS & CONDITIONS:** The City of Cocoa reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original specifications.
 9. **TAXES:** The City of Cocoa is exempt from Federal Excise Taxes and all sales taxes. The City of Cocoa tax number is 15-04-048758-54C.
 10. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest new cost for the bid evaluation purposes.
 11. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current productions, and shall be of good quality, workmanship and material. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.
 12. **BRAND NAMES:** If items called by this initiation have been identified in the specifications by a "Brand Name OR EQUAL" description, such identification intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids/proposals offering "equal" products will be considered for award if such products are clearly identified in the bid/proposal and are determined by the City of Cocoa to meet fully the salient characteristic requirements listed in the specifications.
13. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications as to any details or the omission from same of any detailed descriptions concerning any point shall be regarded as meaning that only the best commercial practices as to correct type, size and design are to be used. All workmanship is to be first quality. All interpretation of this specification shall be made upon the basis of this statement.
 14. **ASSIGNMENT:** Any purchase order issued pursuant to this bid/proposal and the monies which may become due hereunder are not assignable except with prior written approval of the City Manager.
 15. **LIABILITY:** The supplier shall hold and save the City of Cocoa, its officers, agents and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
 16. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save the City of Cocoa and its employees from liability of any nature or kind, including cost and expense for or on account of any copyright, patent, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Cocoa. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
 17. **TRAINING:** Unless otherwise specified supplier(s) may be required at the convenience of and at no expense to the City of Cocoa to provide training to the City employees in the operation and maintenance of any item(s) purchased from this bid/proposal.
 18. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Those items and items not delivered as per delivery date in bid/proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the vendor. Any violation of the stipulations may also result in the vendor's name being removed from the bidders list.
 19. **SAFETY WARRANTY:** The selling dealer, distributor, supplier and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations and law concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
 20. **WARRANTY:** The bidder agrees that, unless otherwise specified, the supplies and/or services furnished under this bid/proposal shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are addition to and do not limit any rights afforded to the City of Cocoa by any other provision of this bid/proposal.
 21. **AWARDS:** As the best interest of the City of Cocoa may require, the right is reserved to make award(s) by individual item, group of items, all or none, on a city wide bases with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable ordinances of the City of Cocoa.
 22. **DEFINITIONS:**
BIDDER: The term BIDDER, used herein, refers to the dealer/manufacturer/business organization submitting a bid/proposal to the City of Cocoa in response to this invitation.
VENDOR: The term VENDOR, used herein, refers to the dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid/proposal

Unless the bidder clearly indicates in his bid that he is offering an "equal" product, the bid/proposal shall be considered as offering the same brand product referenced in the specification.

If the bidder proposes to furnish an "equal" product, the brand name, if any of the product shall be otherwise clearly identified. The evaluation of bids/proposals and the determination as to equality of the product offered shall be the sole responsibility of the City of Cocoa and will be based on information furnished by the bidder. The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid/proposal and reasonably available to the Purchasing Department. To insure that sufficient information is available the bidder shall furnish as a part of the bid/proposal any descriptive material necessary for the buyer to determine whether the product offered meets the specification, establish exactly what the bidder proposes to furnish and what the City of Cocoa would be bidding itself to purchase by making an award.

THE CITY OF COCOA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS/PROPOSALS OR ANY PORTION THEREOF, WITH OR WITHOUT CAUSE, TO WAIVE TECHNICAL ERRORS AND INFORMALITIES AND TO ACCEPT THE BIDS/PROPOSALS WHICH, IN ITS JUDGEMENT, BEST SERVES THE CITY.

Return This Form with Required Bid Submittal Documents

INVITATION TO BID

Sealed bids will be received at the office of the Purchasing Manager of the City of Cocoa, located at 65 Stone St., Cocoa, Florida 32922, until 2:30 pm, Thursday, April 21, 2011 and will be publicly opened and read aloud at 3:00 pm that same day, at Cocoa City Hall, in the Purchasing Division office, third floor, Room 311, for the following:

ALUMINUM ROOF STRUCTURE FOR GROUNDWATER FILTER COVERINGS AT DYAL WTP

BID # B-11-09-COC

DOCUMENTS AVAILABLE MARCH 21, 2011 ON DemandStar

The work to be bid consists of furnishing all labor, transportation, services, and incidentals; and performing all work specified in the bid documents. All work performed shall be in accordance with the specifications and contract documents pertaining thereto, which may be examined at the office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida. Copies of all documents, including blank bid form, may be obtained from DemandStar by visiting their web site at <http://www.DemandStar.com>, or by phone at 1 (800) 711-1712. You may contact the City of Cocoa Purchasing Division in person, by phone: (321) 433-8833, fax: (321) 433-8860, or by email: purchasing@cocoafl.org.

A **Mandatory pre-bid conference** will be held at 10:00AM, Tuesday, April 5, 2011 at Cocoa City Hall, Purchasing Division Office, Third floor room 311, located at 65 Stone St., Cocoa, Brevard County, Florida. A **mandatory site visit** will follow the mandatory pre-bid conference. The site visit location is the Claude H. Dyal Water Treatment Facility, 28400 State Road # 520, Christmas, FL 32709.

A Bid Bond or a certified or cashier's check from a National or State Bank in a sum of not less than five percent (5%) of the amount of the bid, made payable to the City of Cocoa, shall accompany each bid as a guarantee that the bidder will not withdraw from the competition for a period of ninety (90) days after opening of bids.

The City reserves the right to reject any or all bids, with or without a cause; to waive technical errors and informalities; and to accept the bid, which in its judgment, best serves the City.

One or more of the City Council members may be present at the bid opening.

“PUBLISH IN THE FLORIDA TODAY NEWSPAPER ON” March 24, 2011 and March 31, 2011
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INSTRUCTIONS TO BIDDERS

Section 00100

BID NO. B-11-09-COC

1. SUBMISSION OF PROPOSALS – Sealed bids shall be received at the time and place designated herein and then publicly opened and read aloud, for furnishing all materials transportation, labor, and equipment, and performing all operations required for the completion of the Work herein specified and as shown on the Contract Documents.
2. DELIVERY OF PROPOSALS – The clock located in the Purchasing Division lobby shall be the official time for submitting any bid documents. A Bid, whether mailed or delivered in person, shall be submitted in a sealed envelope, bearing on the outside the name of the Bidder and his/her address, and clearly marked **BID# B-11-09-COC ALUMINUM ROOF STRUCTURE FOR GROUNDWATER FILTER COVERINGS AT DYAL WTP** will be received **until 2:30 p.m., Thursday April 21, 2011** and addressed to “Purchasing Manager, 65 Stone St., Cocoa, Florida 32922”. Bids will be opened at 3:00 p.m. on the same day. Potential bidders may obtain one (1) set of Bidding Documents from Onvia DemandStar at www.demandstar.com or by calling 1-800-711-1712.

A **Mandatory pre-bid conference** will be held at 10:00AM, Tuesday, April 5, 2011 Cocoa, Brevard County, Florida. This meeting will begin at Cocoa City Hall, 65 Stone St., Cocoa FL 32922 in the Purchasing Division Office, third floor, room 311 and will be followed by a **mandatory site visit** at the location of the work which is the Claude H. Dyal Water Treatment Facility, 28400 State Road # 520, Christmas, FL 32709.

3. SUBMITTAL REQUIREMENTS – Bidders shall submit their proposal in **DUPLICATE** one (1) original and one (1) copy of the forms, furnished herewith. The blank spaces shall be filled in correctly for each item for which a Bid is tendered. The Bidder shall state the price, typewritten or written in ink. Each bid submitted shall include all Sections listed in section 00299-Check list for sealed bids (in the order shown).

Pursuant to the requirements of Section 287.133, Florida Statutes, pertaining to the sworn statement on Public Entity Crimes and the Convicted Vendor List, a statement is no longer required as part of the bid submittal; however, bidders are subject to the provisions of Section 287.133, Florida Statutes, whereby the State maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.

Potential vendors will be required to complete and submit a form, provided herein, acknowledging compliance with Section 287.087, Florida Statutes, Drug-Free Workplace.

4. ADDITIONAL INFORMATION – In case a Bidder finds a document discrepancy or omission, or is in doubt as to the meaning of any document, he/she should immediately notify the Office of the Purchasing Manager, 65 Stone St., Cocoa, Florida 32922 (Phone: (321) 433-8833). Written instructions, in the form of an addendum, will then be issued to all Bidders that have received a Bid Package. Should you have any technical questions please [contact Benjamin M. Hayner, Associate Engineer at \(321\) 433-8725 or email at bhayner@cocoafll.org](mailto:bhayner@cocoafll.org)

5. **RIGHT TO REJECT** – The City reserves the right to accept or reject any or all Bids and may waive any informality in any proposal. Award of bid shall be made to the Bidder that best serves the interests of the City of Cocoa, Florida.
6. **AMERICANS WITH DISABILITIES ACT:**
Person(s) with disabilities needing a special accommodation to participate in this proceeding should contact the Office of the Purchasing Division, at 65 Stone St., Cocoa, Florida 32922, telephone (321) 433-8833, not later than SEVEN (7) days prior to the date on which the accommodation is requested.
7. **FLORIDA PROMPT PAYMENT ACT:**
As defined in 218.73, Florida Statutes, for purposes of billing submission and payment procedures, a “Proper Invoice” by contractor, vendor or other invoicing party shall consist of at least all of the following:
 - a. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them).
 - b. The amount due, applicable discount(s), and the terms thereof;
 - c. The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. The Purchase Order or Contract number as supplied by the City; and
 - e. An identification by Bureau, Office or Department of the party(ies) to who the goods were delivered or services provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City (or party on behalf of the City); the vendor, contractor or other party who is supplying the goods and /or services has otherwise complied with all of the contract’s terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other “flown-down” requirements that those requirements have been complied with.

8. **PERIOD OF OFFER VALIDITY:**
Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening..
9. **ALTERNATIVES/SUBSTITUTIONS or CLARIFICATIONS TO SPECIFICATIONS:**
Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid use the enclosed Exceptions to Specification Form (# 00311) or use a separate sheet(s) of paper to include these exception as part of the bid. This section is also to use to clarify anything that pertains to this Bid Package.
10. **BID TABULATION:**
Bidders can download copies of the Bid Tabulation Sheet from Onvia DemandStar at www.DemandStar.com under the documents section of the details menu for this bid.

11. PATENTS AND COPYRIGHTS:

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes and infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the City.

12. TERMINATION FOR DEFAULT:

- (a) The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement by giving thirty (30) days written notice to the contractor.
- (b) The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
- (c) Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety, shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
- (d) Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Director of Purchasing that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

13. FAMILIARITY WITH THE WORK:

The Contractor by executing this agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

14. COOPERATIVE PURCHASE:

To allow, if awarded, the replication of the terms, conditions and pricing reflected in his bid by other governmental agencies to include State of Florida and its agencies, political subdivisions, counties and cities. This Cooperative purchase shall only take place at the agreement of both the bidder and the Agency seeking to participate.

Each Governmental agency desiring to accept this bid, 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 ordered and received by it and no agency assumes any liability by virtue of this bid.

15. **RIGHT TO ACCEPT OR REJECT BIDS:**

The right is hereby reserved to accept all or part of any or all bids, to waive irregularities, or to reject all or part of any or all bids, and to advertise for new bids, as the interest of the City may require.

16. **CORRECTION OR WITHDRAWAL OF BIDS:**

Correction or withdrawal of inadvertently erroneous bids shall be permitted up to the time of bid opening. After bid opening, no changes in bid prices or other provisions shall be permitted; provided, however, the Purchasing Manager shall have the authority to waive minor irregularities.

17. **EVALUATION OF BID AWARD:**

The City reserves the right to award the Agreement to the lowest responsive and responsible bidder who submits the bid meeting specifications most advantageous to the City. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms, and service reputation of the bidder in determining the most advantageous bid.

18. **AGREEMENT ALTERATIONS:**

No alterations or variables in the terms of the Agreement shall be valid or binding unless made in writing and signed by the Purchasing Manager.

19. **QUANTITIES:**

The City reserves the right to increase or diminish any or all of the mentioned quantities of work/service or to omit any of them, as it may deem necessary. The items quantities listed in the bidding documents are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased.

20. **TERMS:**

(a) The unit prices/percentages specified herein will remain firm for the period of this Agreement. Consideration of price increases at each renewal period will be given, provided such escalations are reasonable and acceptable to the City.

(b) This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

(d) All Invoices for purchases/services by the City shall be forwarded to the Accounts Payable Division, City of Cocoa, 65 Stone St., Cocoa, Florida 32922.

(e) The Contractor is to procure all permits, licenses, insurance(s), and certificates, or any such approvals of plan or specifications as may be required by federal, state and local laws, ordinances, rules, regulations, and City Purchasing Policies for the proper execution and completion of the services under this Agreement.

(f) No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Purchasing Manager or his designee.

(g) All disputes between the parties shall be resolved in accordance with the City of Cocoa Purchasing Policies.

21. LOCAL VENDOR PREFERENCE:

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed \$1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009, which is amended by Ordinance 14-2009, and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF THIS SECTION

SECTION 00110
LOCAL VENDOR PREFERENCE AFFIDAVIT
CITY OF COCOA
BID # B-11-09-COC

The City of Cocoa grants preference to those vendors, contractors or service providers whose physical business address is within the physical boundaries of Brevard County and such location is evidenced by a local business tax receipt that has been issued for at least six (6) months prior to the date that the bid was submitted to the City. A post office box shall not be considered a physical business address.

A three percent (3%) preference is given to Brevard County vendors/contractors on bids, which do not exceed \$1,000,000.00 and do not fall into one of the categories outline in Ordinance 11-2009 which is amended by Ordinance 14-2009 and is available for review at the Office of the City Clerk or the Office of the Purchasing Manager, 65 Stone St., Cocoa FL, 32922.

THIS REQUEST FOR LOCAL PREFERENCE MUST BE ACCOMPANIED BY A TAX RECIEPT, AS DESCRIBED ABOVE, TO BE CONSIDERED.

Please be advised that the local preference requirements of the City Code do not prohibit the City from comparing the quality of materials proposed for purchase or prohibit the City from comparing qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. The City reserves the right to award contracts to the lowest and best bidder regardless of the application of any local preference.

Copy of local business tax receipt submitted ____ Yes ____No (must be attached to receive preference)

Name of Business _____

BY:

Signature

**THIS PROGRAM APPLIES TO BREVARD COUNTY, FLORIDA
VENDORS/CONTRACTORS ONLY.**

**DO NOT FILL OUT THIS FORM IF YOU DO NOT QUALIFY
FOR THIS PROGRAM.**

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;
 - b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant:		Date:
Signature of Authorized Certifying Official:	Title:	

Section 00297

BIDDER'S CERTIFICATION

BID NO. B-11-09-COC

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quote in my bid. I agree that my bid will remain firm for a period of up to **ninety (90) days** in order to allow the City adequate time to evaluate all bids.

I agree to abide by all condition of this bid and understand that a background investigation may be conducted by the City of Cocoa.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Cocoa or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Sworn to and subscribed before me

BY: _____

this _____ day of _____, 2____

Signature

Signature of Notary

Name & Title, Typed or Printed

Notary Public, State of _____

Mailing Address

Personally Known _____

- OR -

Produced Identification _____

City, State, Zip Code

Type: _____

Area Code & Phone Number

Area Code & Fax Number

Section 00298

CHECK LIST

FOR SEALED BID

Bid #B-11-09-COC

Preparation of Bids:

1. Bidders are expected to examine this bid form, attached drawings, specifications, if any and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the Original City of Cocoa's bid forms and each accompanying sheet thereof, on which he/she makes an entry.
4. Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct.
5. Although the City generally awards bid based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover page, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.
6. The official clock to be used for submitting any bid documents is located in the City of Cocoa, Purchasing Division's Lobby. [Submittal time for this bid expires at 2:30 p.m. on the date stated in these documents.](#)

Bid Check List

Bidders are cautioned to please check their bid very carefully, using the following checklist:

Insert	Description
Yes ☐	Bid envelope prepared as specified
Yes ☐	It is the bidder's responsibility to contact Onvia DemandStar (www.DemandStar.com or 1-800-711-1712) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and incorporate that information into the bid response.
Yes ☐	Submitted in Duplicate as requested one (1) Original and (1) Copy
1. Yes ☐	Section 00019 Bidder's Acknowledgement Form
2. Yes ☐	Section 00110 Local Vendor Preference Affidavit (if applicable)
3. Yes ☐	Section 00297 Certification Regarding Debarment & Suspension
4. Yes ☐	Section 00298 Bidder's Certification
5. Yes ☐	Section 00300 Bid Form
6. Yes ☐	Section 00311 Exceptions to Specifications
7. Yes ☐	Section 00312 References
8. Yes ☐	Section 00320 Statement of Bidders Qualifications
9. Yes ☐	Section 00410 Bid Bond
10. Yes ☐	Section 00485 Drug free workplace certification

Section 00299

SECTION 00300

BID FORM

ALUMINUM ROOF STRUCTURE FOR GROUNDWATER FILTER COVERINGS AT DYAL WTP

City of Cocoa

BID NO. B-11-09-COC

Proposal of _____
(Name)

(Address)

to furnish all materials, service, equipment, and labor required, for the **ALUMINUM ROOF STRUCTURE FOR GROUNDWATER FILTER COVERINGS AT DYAL WTP** as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone St.
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and materials and labor required. The undersigned agrees to do all of the work called for by said specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

TOTAL BASE BID	\$
-----------------------	-----------

BASE BID TOTAL

(WRITTEN IN WORDS)

(DOLLARS)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

- 1) 1) The undersigned Bidder also agrees to commence the work with an adequate force and equipment within fifteen (15) consecutive calendar days following receipt of Notice to Proceed/Original Purchase Order. Liquidated damages in the amount of \$500.00 per day will be assessed for each day beyond two hundred and sixteen (216) days, following notice to proceed, until final completion of all work is achieved.**

- 2) Any deviation(s) in the specifications must be so indicated on form number 00311 (EXCEPTIONS TO SPECIFICATIONS/CLARIFICATIONS).
- 3) The Contractor shall procure and shall maintain the City insurance requirements, as stated in Section 00700, Article 27, General Conditions, during the life of this Contract.

Receipt of Addenda Number(s) _____ is acknowledged.

Dated this _____ day of _____, 2011.

(Company or Corporation Name)

(Street or P.O. Box)

(City, State and Zip Code)

(Area Code and Phone Number)

(Area Code and Fax Number)

(Email Address)

By _____
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me,

affixed his/her signature in the space provided above on this _____ day of

_____, 2_____.

(Notary Public)

My commission Expires:

SECTION 00310
SPECIFICATIONS
Aluminum Roof Structure for Groundwater Filter Coverings for Dyal WTP
BID # B-11-09-COC

SECTION 1: GENERAL: Work Covered by Contract Documents

Sec. 1.1 Scope

This standard establishes minimum criteria for the design, fabrication, and erection of structurally supported aluminum roofs.

- A. The Work to be performed under this Contract consists of the construction and installation, complete and ready for operation, of treatment unit covers for three (3) reactor-clarifiers and six (6) groundwater filters at the City of Cocoa's WTP with aluminum tank covers. This Project is a "turnkey" project whereby the manufacturer of the covers shall field engineer, fabricate, deliver, install and adjust the covers, ventilators, vents, lights and all ancillary equipment and existing components to provide a complete, functional and operational cover system.
- B. All of the Work described in the Contract Documents for the Total Bid Price, shall include all materials, labor, equipment, tools, appurtenances, incidentals, services, field testing, permit fees, taxes, tests, transportation, overhead and profit, and miscellaneous costs of all types necessary to perform all of the work, complete, in place, and ready for operation in the manner contemplated in the Contract Documents.
- C. All fees, permits and licenses for the permanent construction which are required by regulatory agencies or authorities, including fees for the review of Contract Documents prior to construction, will be procured by the Contractor.
- D. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, clean-up, replacements and restoration required as a result of damages caused during this construction.
- E. The Contractor shall be required to obtain and pay for a building permit from –The Orange County, Building Department and Orange County Plans Coordination site plan approval for the improvements to be constructed as part of this Contract.

Aluminum roofs can be used on any size filter in accordance with AWWA standards. When this standard is specified, in the case of conflict between this standard and any other standard, the requirements of this standard shall govern.

Sec. 1.2 Description

The structure shall conform to DEP standards as well as all applicable building codes. The surface paneling shall be designed as a watertight (impervious) system under all design load conditions. All raw edges of the aluminum panels shall be covered, sealed, and firmly clamped in an interlocking manner to prevent slipping or disengagement under all load conditions and temperature changes. The City of Cocoa envisions a solid aluminum roof structure supported by aluminum post. The filter gallery has an existing covered walkway and it is anticipated that the new roof system would tie directly to the existing structure and drain as a shed roof with required slope for drainage and any necessary gutters and downspouts. The side walls would be constructed of screened mesh. Since access to the filters for maintenance is required, the side

wall screen system will need to be removable/ movable. Access size to be determined and approved by Utility staff during final design. The reactor/clarifier basins are circular and a similar system is anticipated. There are existing steel girders supporting the access/catwalk that can be used to mount supports. Again, the side walls are anticipated to be screen mesh with ability to access the clarifiers through the side walls.

Sec. 1.3 Contract

- A. This Project shall be constructed under a **lump sum** contract.
- B. Construct the Project for the total price stipulated in the Agreement subject to authorized change orders only. A written change order will be required authorizing and ordering the work and specifying the amount and terms of payment **prior** to execution of any extra, additional or changed work.
- C. If the Contractor proceeds performing additional, extra or changed work without an executed Change Order, it is understood and agreed by the parties that the Owner has no obligation to subsequently pay for the extra or additional work under a subsequent claim or any other basis and that by executing the Agreement, the Contractor waives rights to make subsequent claims for extra or additional work if he proceeded without a signed Change Order in performing the work.

Sec. 1.4 Project Work Sequence

- A. The Contractor shall establish his work sequence based on the use of crews to facilitate completion of construction and testing within the specified Contract Time.
- B. The Contractor shall consider the construction sequence when making his Bid and incorporate all related costs in the Bid Price.
- C. The detailed work sequence, including the Contractor's plans for provision of temporary facilities, shall be submitted to the Owner no later than ten (10) calendar days after the Notice to Proceed.
- D. The Owner reserve the right to change the construction sequence during construction only if the change is made in a timely manner that allows the Contractor adequate time to schedule materials, equipment and labor for the execution of the Work involved in the sequence of the Work from that stated in the Contractor's submitted construction schedule/sequence.

Sec. 1.5 Contractor Use of Premises

- A. The Contractor shall confine operations at the Project Site to the areas permitted by applicable laws, ordinances, permits, the City of Cocoa, and by the Contract Documents. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.
- B. The Contractor shall not unreasonably encumber the site with materials or equipment.
- C. The Contractor shall not load structures with weight that will endanger the structure.

- D. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials at the job site.

Sec. 1.6 Construction Schedule

- A. Within ten (10) calendar days after the Contract Award, the Contractor shall prepare and submit to the Owner and estimated construction progress schedules demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating, and performing the Work under this Contract (including all activities of subcontractors, equipment vendors, and suppliers). The principles and definition of CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, Construction Planning & Scheduling Manual, latest edition, but the provisions of this Specification shall govern the planning, coordinating, and performance of the Work.
- B. Submit revised progress schedules on a monthly basis. No progress payments shall be approved until there is an approved construction progress schedule on hand.
- C. The schedule shall include sufficient time for final inspection and completion of punch list items and all physical work prior to the contract completion date.
- D. Prepare construction progress schedules in the form of a horizontal bar chart and as follows:
 - 1. Provide a separate horizontal bar for each trade or operation within each structure or item.
 - 2. Horizontal Time Scale
 - i. Show starting and completion dates for each activity in terms of the number of days after Notice to Proceed. All completion dates shown shall be within the period specified for contract completion.
 - ii. See the General and Supplementary Conditions for stipulations for schedules submitted with earlier completion dates less than the specified completion time.
 - iii. Identify the first work day of each month.
 - 3. Scale and Spacing
 - i. Sufficient to allow space for notations and future revisions.
 - 4. Maximum Sheet Size
 - i. Twenty-two (22) inches by 'thirty-four (34) inches.
- E. Format of Listings
 - 1. The chronological order of the start of each item of work for each structure/system.
- F. Identification of Listings
 - 1. By major specification section numbers as applicable and by structure.
- G. Construction Progress Schedules shall be computer generated using software equal to Primavera Project Planner for Windows by Primavera Systems, Inc., Bala Cynwyd, P.A., or approved equal.

- H. Show the complete sequence of construction by activity and by structure/system.
- I. Show the projected percentage of completion for each item, as of the first day of each month.
- J. Progress Revisions
 - 1. Indicate the progress of each activity to date of submission.
 - 2. Show changes occurring since the previous submission of schedule, including, but not limited to, the following:
 - i. Major changes in the scope.
 - ii. Activities modified since the previous submission.
 - iii. Revised projections of progress and completion.
 - iv. Other identifiable changes.
 - 3. Provide a narrative report as needed to define the following:
 - i. Problem areas, anticipated delays, and the impact on the schedule.
 - ii. Corrective action recommended, and its effect.
 - iii. The effect of changes on schedules of other contractors.
 - 4. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor shall prepare a recovery schedule.
- K. Submittal Requirements
 - 1. Logic network and/or time-phased bar chart, computer generated.
 - 2. Computerized network analysis
 - i. Sort by early start.
 - ii. Sort by float.
 - iii. Sort by predecessor/successor.
 - 3. Narrative description of the logic and reasoning of the schedule.

Sec. 1.7 Progress/Field Meetings

- A. Progress meetings will be held every thirty (30) days or less with the first meeting thirty (30) days after the date of Notice to Proceed. Progress meetings will be held at the Owners discretion. Field meetings will be held once a week during construction.
- B. **Location of the meetings:** City of Cocoa WTP

Sec. 1.8 Coordination

- A. The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, manufacturers' representatives, and suppliers and to assure compliance with schedules.
- B. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing or relocations.

Sec. 1.9 Work under Other Contracts

- A. The Contractor shall coordinate and cooperate with other contractors performing work on or contiguous to the Project.

Sec. 1.10 Facility Security Requirements

- A. The Contractor is hereby advised that the Dyal WTP is a limited access facility that has adopted stringent security requirements. Prior to beginning construction activity, the Contractor must provide the City with a name list and pictures of all personnel (including subcontractors) expected to be on-site during the construction of this Project.
- B. The Contractor and major subcontractor's permanent employees will be required to carry ID cards (photo, company name, position, person's name, etc.) with them at all times during project construction. Non-identified personnel will not be allowed at the Facility to perform work. Any missed time, cost and loss of construction schedule due to Contractor employees not being identified, shall be borne solely by the Contractor and the Contract Time and Cost will not be adjusted.
- C. Contractor personnel may, from time to time, be required to show state-issued identification in order to be allowed entrance to the facility. Vehicles and personnel may be searched prior to obtaining access to the site. Personnel not on the Contractors list will not be allowed access to the facility. As such, the Contractor is highly encouraged to keep and maintain a current list of personnel expected to be on-site on a daily basis.
- D. All delivery drivers must check in with the Contractor and provide a valid state driver's license as identification. Delivery vehicles will not be allowed in the facility unless identification is provided.
- E. Any missed time, cost and loss of construction schedule due to Contractor employees not being identified, shall be borne solely by the Contractor and the Contractor Time and Cost will not be adjusted.

Sec. 1.11 Subcontractors

- A. The Contractor shall not employ any subcontractors against whom the Owner may have a reasonable objection.
- B. The name, addresses and experiences of the proposed project subcontractors shall be submitted by the Contractor to the Owner for review prior to any Work being performed by the subcontractor.

Sec. 1.12 Contractor's Superintendent

- A. The Contractor's Superintendent shall have a minimum of five (5) years of related construction experience of the nature required by the Project and shall be English speaking. The Contractor shall submit the resume of the superintendent to Owner for approval with the shop drawing submittals.
- B. The Contractor shall have a superintendent on-site at all times while work is being performed by the Contractor or subcontractors. The Superintendent does not have to be on-site during the maintenance of the Contractor's equipment.

Sec. 1.13 Operation of Existing Utilities

- A. Existing utilities (water, wastewater, etc.) must remain operational during the construction of the Project Work.

- B. The Contractor shall coordinate all construction activities with the Owner and all applicable utilities.'

Sec. 1.14 Damage

- A. All damage to building, pipes, ducts, equipment, fixtures, etc. shall be properly repaired by the Contractor at no additional cost to the Owner.

SECTION 2: METHODS AND PAYMENTS

- A. The Total Base Bid Amount for the Work is intended to establish a total price for completing the Work in its entirety.
- B. Additions, deletions, modifications or changes to the Work, as defined by this Contract, will be performed by Change Order according to the General Conditions and will be paid for on the basis of the Cost of the Work.

Sec. 2.1 General

- A. The Owner reserves the right to alter the Contract Documents, modify incidental work, as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of work to be performed, the Contractor will accept payment according to Contract Prices that appear in the original contract. A supplemental agreement between the Contractor and the Owner will be required when such changes involve a net increase or decrease of more than twenty-five percent (25%) in the total contract amount.
- B. The Contractor will submit a sample Pay Application format for approval by the Owner. The approved form will be utilized for all Pay Applications submittals.
- C. Quantities necessary to complete the work, as shown on the Contract Drawings or as specified herein, shall govern over those shown on the Bid Form.
- D. The Engineer will make measurements and determinations as necessary to classify the Work within Pay Items and determine the quantities for pay purposes. Such decisions shall be final after three calendar (3) days if the Contractor does not submit a written notice as defined below.
 - 1. *"If the Contractor differs with the Engineer's classification of the Pay Items or determination of quantities of the Pay Items, he must notify the Engineer, in writing, within three (3) calendar days of the time that the Contractor is informed of the Engineer's decision. Otherwise, the Owner will not consider any such difference as a claim for payment."*

If the Owner determines that the quantities for each respective Pay Item does not represent the work completed and accepted to date, the application for payment will be returned to the Contractor for revision. The Contractor may submit, in writing, an explanation to justify the quantities used in the application. The Contractor only needs to address the Pay Items not approved by the Owner or Engineer. Further review by the Owner will determine the quantities allowed on the pay application.

- E. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with Contract Documents.
- F. A preliminary monthly application for payment shall be submitted to the Owner for review approximately five (5) days prior to the submittal for approval of the Contractor's monthly Application for Payment. Submit **preliminary** applications for payment to the Owner between the first (1") and the tenth (10") day after the end of each calendar month for which payment is requested as stipulated in the Agreement for review and approval.

- G. The quotations for the Work are intended to establish a total price cost for completing Work in its entirety.
- H. Payment for repair and replacement of existing utilities will be included in lump sum Bid Amount for the related construction bid item.
- I. Payment for lump sum items shall be on a percentage of the completed and accepted work for a particular item, as determined by the Owner.
- J. Failure on the part of the Contractor to construct any item to the plan or authorized dimensions within the specification tolerances shall result in: (1) Reconstruction to acceptable tolerances at no additional cost to the Owner; (2) Acceptance at "no pay"; or (3) Acceptance at a reduced final lump sum payment, all at the discretion of the Owner.
- K. The Contractor shall take no advantage of any apparent error or omission in the Contract Documents and the Owner shall be permitted to make corrections and interpretations, as may be deemed, necessary for fulfillment of the intent of the Contract Documents. **The Contractor shall verify the quantities in the field "prior" to ordering materials.** The Owner shall not be responsible for restocking fees resulting from the Contractor over-ordering materials.
- L. The quantity for a payment item will be revised only in the event that it is determined to be substantially in error. An error shall be deemed substantial if the quantity will increase or decrease in excess of five percent (5% of the original quantity for that item or the amount due for that item will increase or decrease in excess of \$1,000 (whichever is smaller). In general, such revisions will be determined by final measurement or plan calculations or both as additions to or deduction from plan quantities specified within these Contract Documents.
- M. Description of Pay Items
 - 1. The description of Pay Items is presented in Section 3 of this specification section and is a brief summary of the Work to be accomplished for the Pay Items in the Proposal - Bid Form and the way to measure for payment purposes.
 - 2. Each Pay Item will include installation, clean-up, testing, and placing into operation.
 - 3. The summary is not intended to describe all items in detail, but to clarify the items on which the price is to be based.
 - 4. The summary does not relieve the Contractor of his responsibility to supply all items complete, operational and fully functional.

SECTION 3: DESCRIPTION OF PAYMENT ITEMS

Sec. 3.1 Mobilization, Demobilization, Bonds, Insurance, Trailers, etc.

A. Description

- 1. The Work of this Measurement and Payment Item includes preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, documentation of existing conditions (videotaping, photographs, etc.) bonds, insurance, temporary facilities and miscellaneous general items necessary for completion of the project and final cleanup and demobilization as described on the Contract Drawings and in the Contract Documents.

B. Measurement

- 1. Unit of measure for this Bid Item shall be on a lump sum basis.

C. Basis of Payment

1. Payment for this item shall be split into two applications. The first, ninety five percent (90%) of the Bid Item, shall be paid as the work is completed on a percentage basis. The second, ten percent (10%), shall be held until the final application for payment. Payment for mobilization or any part thereof shall not exceed five percent (5%) of the total contract price.

Sec. 3.2 Layout and As-Built Information

A. Description

1. The Work for this Measurement and Payment Item consists of furnishing all labor, equipment, and materials required to provide layout and As-Built information, as required by the Contract Drawings and Contract Documents.
2. As-Built drawings shall conform to Orange County and City of Cocoa Standards.

B. Measurement

1. Layout and As-Built information shall be paid for using the lump sum contract amount.

C. Basis of Payment

1. Layout and As-Built information will be paid for at the contract lump sum price, for work completed to include all work items in the description. Fifty percent (50%), of the Bid amount for this item shall be paid at the time of the initial survey and layout.
2. The remaining fifty percent (50%) shall be paid upon the receipt and acceptance of the Contractor's As-Built for the completed project.
3. Payment for layout and As-Built information, or any part thereof, shall not exceed five percent (5%) of the total contract price.

Sec. 3.3 Construction of Aluminum Tank Covers

A. Description

1. The Work for this Measurement and Payment Item consists of, but shall not be limited to, construction and installation of structural supports and aluminum tank covers, vents, ventilators, sidewalls, dormers, caulking and sealants, lights, miscellaneous metals, screening, metal posts, infrastructure modifications necessary for installation of the covers, associated equipment and appurtenances, existing components, and any other miscellaneous items necessary for the three WTP reactor-clarifiers and Project completion as described in the Contract Documents.

B. Measurement

1. The construction of the aluminum tank coverings on the three WTP reactor-clarifiers shall be paid for at the contract lump sum price, for work completed, tested and accepted, to include, but not be limited to, all work items in the description for this item.

C. Basis for payment

1. Payment for the Work will be based on the percentage of all work completed, tested and accepted, applied to the lump sum amount for this Bid item.

SECTION 4: APPLICATION FOR PAYMENTS

Sec. 4.1 Description

A. Scope of Work

1. Submit Applications for Payment to the Owner in accordance with the schedule established by the Conditions of the Contract and the Agreement between the Owner and the Contractor.

2. The Contractor shall use the Application for Payment Form, included in the Contract Documents, as the official payment request form.

B. Measurement and Payment - General Provisions

1. The Contractor shall receive and accept compensation provided for in the Bid and the Contract, in compliance with the Contract Documents, as full payment for furnishing all materials, labor, equipment, tools, appurtenances, accessories and incidentals, for performing all operations necessary to complete the Work under the Contract, and also in full payment for all loss or damages arising from the nature of the Work, or from the action of elements or from any unforeseen difficulties that may be encountered during the prosecution of the Work until Final Project Acceptance by the Owner.
2. The quotations for the Work are intended to establish a total price for completing the Work in its entirety.
3. Payment for all lump sum items shall be on a percentage of completion of the particular item basis.
4. Work for which there is not a Bid/Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.
5. Additions, deletions, modifications or changes to the Work, as defined in this Contract, will be performed by Change Order according to the General Conditions, as amended by the Supplementary Conditions, and will be paid for on the basis of the Cost of the Work.
6. Any items not shown or omitted from the Contract Documents that are required for a complete installation shall be furnished and installed by the Contractor at no additional cost to the Owner.
7. Payment for repair and replacement of existing utilities will be included in the Lump Sum Bid Amount for the related new construction Bid item.
8. Payments for Work "in progress" shall not constitute acceptance of the Work component, the Work item, or the Bid Item.
9. A preliminary monthly application for payment shall be submitted to the Owner for review approximately five (5) days prior to the submittal for approval of the Contractor's monthly Application for Payment.
10. The Contractor shall take no advantage of any apparent error or omission in the Contract Documents, and the Owner shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.
11. The Owner reserves the right to alter the Contract Documents, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the Work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof.
12. Failure on the part of the Contractor to construct any Project Item to plan or authorized dimensions within the specification tolerances shall result in reconstruction to acceptable tolerances at no additional cost to the Owner; acceptance at no pay; or, acceptance at reduced final pay quantity, all at the discretion of the Owner.
13. Work shall not be considered complete (100%) until all testing has been satisfactorily completed and the item of work has demonstrated compliance with the Contract Documents.

Sec. 4.2 Preparation of Application for Each Progress Payment

A. Application Form

1. Fill in the required information, including that for any Change Orders executed prior to date of submittal of application.
2. Fill in the percentage (%) complete for each activity and dollar values to agree with respective percentages.
3. Execute certification of the Application for Payment with the signature of a responsible officer of the Contractor in accordance with the Project Contract Documents.

B. Continuation Sheets

1. Fill in the total list of all scheduled component items of the Work, with item number and scheduled dollar value for each item.
2. Fill in the dollar value in each column for each scheduled line item when the Work has been performed or products stored. Round off the values to the nearest dollar.
3. List each Change Order executed, prior to the date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of the Work.
4. No credit or payment will be given for material stored on site.
5. As provided for in the Application Payment Form, the Contractor shall certify, for each current Application for Payment, that all previous progress payments received from the Owner, under this Contract, have been applied by the Contractor to discharge in full, all obligations of the Contractor in connection with the Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest, and encumbrances. The Contractor shall attach to each Application for Payment like affidavits by all Subcontractors. The Contractor shall otherwise list the name and amount of any monies owed to subcontractors, suppliers, or equipment manufacturers, whose charges have been previously paid for by the Owner, on the appropriate area of the application form.
6. Applications for Payment, all associated documentation and certifications shall be submitted in accordance with Article 1.06 herein.

Sec. 4.3 Substantiating Data for Progress Payments

A. The Contractor shall submit suitable information, with a cover letter identifying the following:

1. Project Name.
2. Application for Payment number and date.
3. A detailed list of enclosures.
4. Item number and identification as shown on the application.
5. A description of the specific material.
6. A copy of the material invoice showing the actual amount paid by the Contractor for the installed item.

B. Submit one (1) copy of data and a cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner. If the Project Record Documents are not up-to-date, the monthly progress payment will not be processed, by the Owner, until the Contractor has updated, and the Owner has approved, said documents.

D. As a prerequisite for payment, each monthly application for payment shall incorporate, the corresponding "monthly progress status report" and an updated construction schedule.

- E. As a prerequisite for payment, the Contractor shall submit a duly executed letter from its Surety consenting to payment due and progress-to-date.

Sec. 4.4 Preparation of Application for Final Payment

- A. Fill in the application form as specified for progress payments.
- B. Furnish evidence of completed operations and insurance in accordance with the General Conditions.
- C. Submit the Contractor's Final Release of Lien Form and other close-out submittals as required by the General Conditions.

Sec. 4.5 Submittal Procedure

- A. Submit preliminary applications for payment to the Owner between the first (1st) and the tenth (10th) day after the end of each calendar month for which payment is requested as stipulated in the Agreement for review and approval.
- B. Review the percentages complete, for each item of work, with the Owner and resolve any conflicts or discrepancies.
- C. The Contractor shall submit three (3) copies of the Application for Payment plus any additional copies for the Contractor's needs. Processing of the monthly Application for Payment will not proceed if the appropriate number of copies, and other required documentation, is not provided to the Owner.
- D. When the Owner finds the Application and Certificate for Payment Form is properly completed and correct, he will execute the Certificate for Payment.

SECTION 5: PROJECT COORDINATION

Sec. 5.1 Work Included

- A. The Contractor shall furnish personnel and equipment that will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress that will insure the completion of the Work within the time stipulated in the Contract.
- B. If at any time, such personnel appear to the Owner to be inefficient, inappropriate or insufficient for securing the quality of work aforementioned, he may order the Contractor to increase the efficiency, change the character or increase the personnel and equipment, and the Contractor shall conform to such order. Failure of the Owner to give such an order shall in no way relieve the Contractor of his obligations to secure the quality of the Work and rate of progress.

Sec. 5.2 Private Land and other Public Properties

- A. The Contractor shall not enter or occupy private or public land outside of the WTP site, except with written permission of the appropriate owners. The Contractor shall provide the Owner with a copy of such written permission.

Sec. 5.3 Care and Protection of Property

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.
- B. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Owner.

Sec. 5.4 Existing Infrastructure

- A. All existing infrastructure (piping, hand railing, walkways, electrical/controls/instrumentation, structures, etc.) shall be located substantially as indicated in the Contract Documents or during the Contractor's site visit evaluation.

Sec. 5.5 Cooperation within this Contract

- A. The Contractor shall, prior to interrupting a utility service for the purpose of installation of the proposed improvements or for any other purposes, contact the Owner and make arrangements for the interruption that will be satisfactory with the Owner. Written notification shall be made at least seventy-two (72) hours prior to the interruption of the utility service.
- B. The Contractor shall sequence and schedule the work in a manner to preclude delays and conflicts between the work of various trades and contractors. Each trade shall keep informed as to the work of other trades on the project and shall execute their work in a manner that will not interfere with the work of other trades.
- C. The Contractor shall be fully responsible for the coordination of his work and the work of his employees, subcontractors, and suppliers with the Owner, and regulatory agencies, and assure compliance with schedules.
- D. The Contractor shall verify that the utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate the Work of various sections, having interdependent responsibilities for installing, connecting to, and placing into service, such equipment.
- E. Coordinate space requirements, supports and installation of mechanical and electrical Work which shall be indicated diagrammatically on the Working Drawings. Use spaces efficiently to maximize accessibility for other installations, for maintenance, operation and repairs.
- F. General Schedule Considerations
 - 1. Coordinate scheduling, submittals, and Work of the various Sections of the specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
 - 2. The Contractor shall take the following items into consideration when creating the construction schedule:
 - i. The Contractor shall schedule the work so that the existing utilities can be maintained in operation at all times. The Contractor shall provide access to all existing facilities at all times during the construction period for operation and maintenance purposes.
 - ii. The Contractor shall ensure that vehicular and pedestrian traffic will be maintained at all times. Roadways throughout the facility and access roads shall be kept free of obstructions to facilitate deliveries and operations and maintenance activities.
 - iii. One (1) week prior to actual installation of the treatment unit covers, the Contractor shall meet with the Owner to discuss the work to be completed during the process. The Contractor shall provide a "detailed" written schedule of the events to take place. The schedule will be discussed in detail with the Owner and changes to the schedule shall be made as required. All construction shall be organized and installed to minimize disruption of operations at the treatment facility. All ancillary work, equipment, etc. required to complete the installation of the Project infrastructure shall be included in the Contractor's Bid.

Sec. 5.6 Cooperation with other Contracts

- A. The Contractor shall coordinate and cooperate with other contractors performing work on or contiguous to the Project.
- B. It will be necessary for the Contractor to plan his work and cooperate with other Contractors or the Owner insofar as possible to prevent any interference and delay.

Sec. 5.7 Diagrammatic Nature of Drawings

- A. The Contractor shall verify the location of all infrastructures in the area where his work is to be conducted. All elevations and dimensions shall be collected and obtained and shall be included in the Project Record Documents.
- B. Changes from diagrams shall be made as required to conform to the construction requirements.
- C. Any deviations shall be referred to the Owner for approval before the treatment unit covers and associated appurtenances are installed. Minor changes in installation, from those shown in the Contractor's Working Drawings, shall be made without extra charge.
- D. Determine the locations and sizes of equipment, fixtures, conduit, ducts, openings, etc., in order that there will be no interference in the installation of the work or delay in the progress of other work.
- E. Any changes made necessary through failure to make proper arrangements to avoid interference **shall not** be considered as extras. Cooperate with those performing other work in preparation of interference drawings, to the extent that the location of piping, ductwork, etc., with respect to the installations of other trades shall be mutually agreed upon by those performing the work.

Sec. 5.8 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed and all portions damaged shall be reconstructed by the Contractor at his own expense.
- B. The Contractor shall protect all structures in a manner approved by the Engineer. Should any of the infrastructure or parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the Contractor at his own expense and to the satisfaction of the Owner and Engineer. If, in the final inspection of the work, any defects, faults or omissions are found, the Contractor shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required.
- C. The Contractor shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the contract.
- D. The Contractor shall take all necessary precautions to prevent damage to any structure during and after construction and until such structure is accepted and taken over by the Owner.

Sec. 5.9 Miscellaneous

- A. The Contractor shall provide for the coordination of his Work with the required work of the Public Agencies and Utilities (City of Cocoa, power, telephone, etc.).
- B. Changes in the intended design of the Project as a result of improperly coordinated Construction Work will not be tolerated. Delays in the Work caused by rejections of installed materials due to improper coordination, and as otherwise specified, will not be considered valid justification for extensions of Contract Time.

- C. The aluminum roof shall not compromise the filter's structural integrity. The magnitude and direction of all the forces acting on the base due to the roof loads and details of the roof-to-base attachment shall be provided.
- D. Non-compatible metals shall be isolated to prevent galvanic corrosion.
- E. The Engineer shall certify that the existing structure on which the aluminum covers will be erected has been deemed suitable to support the aluminum filter covering.
- F. Provisions shall be made in the design to allow for thermal expansion. A minimum range of -40°F to + 140°F shall be used for design unless a greater range is specified.
- G. Panels shall include noise reducing control.
- H. A system will be set in place which allows safe access to the top side of the roof. This system will include the appropriate ladders and cables and shall be constructed according to OSHA standards.
- I. Side panels of the filter gallery shall be removable and approximately eight (8) feet in width.
- J. The structure around the clarifiers shall be enclosed by 20 mesh screen.
- K. Proper ventilation of any confined areas shall be achieved for all structures.
- L. Structural design shall include provisions for wind driven rain.
- M. Any areas which may accumulate hazardous chemicals according to OSHA's Confined Space Standards shall be outfitted with the appropriate detection monitoring devices.

SECTION 6A: ENGINEERING

Sec. 6a.1 Description

A. Scope of Work

1. The Contractor shall provide and pay for all Engineering services for the Project.
 - i. The contractor shall procure a Licensed Certified Professional Engineer in the state of Florida for the design of the Structures.
 - ii. Design standards shall meet all local building code requirements.
 - iii. 30%, 60%, and 90% plan submittals shall be made to the Owner. Owner approval is required for all plan submittals.

SECTION 6B: FIELD ENGINEERING

Sec. 6b.1 Description

A. Scope of Work

2. The Contractor shall provide and pay for all field engineering services for the Project, including, but not limited to, the following:
 - i. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction methods.
 - ii. The method of field locating and verification of all existing elevations, equipment, electrical/controls/instrumentation, dimensions, and contours, for the construction of the Work shall be at the option of the Contractor. The Owner has established reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
 - iii. The accuracy of any method of field location and verification of the above referenced items shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
 - iv. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any

work until he has established such points, marks, lines, and elevations as may be necessary for the prosecution of the Work.

Sec. 6b.2 Qualifications of Surveyor or Engineer

- A. The qualified engineer or registered land surveyor shall be acceptable to the Owner and the Engineer.
- B. A registered professional engineer, shall be selected to provide services to the Contractor, shall be of the discipline required for the specific service on the Project, currently licensed in the State of Florida, and acceptable to the Owner.

Sec. 6b.3 Survey Reference Points

- A. Existing basic horizontal and vertical control points for the Project are those designated on-site by the Owner's surveyor.
- B. The Contractor shall locate and protect control points prior to starting site work, and preserve all permanent reference points during construction. The Contractor shall:
 - 1. Make no changes or relocations without prior written notice to the Owner and Engineer.
 - 2. Report to the Owner and Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 3. Contract with the City's surveyor to replace Project control points which may be lost or destroyed (at no additional cost to the Owner). Replacement control points shall be established based on the original survey control.

Sec. 6b.4 Project Records

- A. Maintain a complete and accurate log of all control and survey work as it progresses.
- B. Update the Project Record Drawings, on a monthly basis, based on the work performed during the month ending with the Contractor's Application for Payment as a condition - for approval of monthly progress payment requests.
- C. Project Records shall conform to Orange County and City of Cocoa Standards.

Sec. 6b.5 Submittals

- A. Submit the name, address, telephone and FAX numbers and e-mail address of the registered professional engineer to be used by the Contractor on the Project to the Owner.
- B. On request of the Engineer or Owner, submit documentation to verify the accuracy of the field engineering work.
- C. At the end of the project, and prior to final payment, submit certified record drawings.
- D. Submit the above referenced drawings to the Owner and Engineer during Project Substantial Completion.

SECTION 7: REFERENCES

This standard references the following documents. These documents in the edition specified, or latest edition if not specified, form a part of this standard to the extent specified within the standard. In any case of conflict, the requirements of this standard shall prevail.

AA* ADM-105—*Aluminum Design Manual* (ADM), The Aluminum Association Inc., 2005.

AA ASD-2006—*Aluminum Standards and Data*, 2006.

AA DAF-45—Designation System for Aluminum Finishes.

AAMA 2604-05—Voluntary Specification, Performance Requirements, and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.

ASTM C509-06—Standard Specification for Elastometric Cellular Performed Gasket and Sealing Material.

ASTM C920-08—Standard Specification for Elastometric Joint Sealants.

ASTM-C1115-06—Standard Specification for Dense Elastometric Silicone Rubber Gaskets and Accessories.

ASTM D2244-05—Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinations.

ASTM F468-03—Standard Specification for Nonferrous Bolts, Hex Cap Screws, and Studs for General Use.

ASTM F593-02(2008)—Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.

AWS D1.2/D1.2M:2003—Structural welding Code—Aluminum.

Federal Specification* A-A-59588—Rubber Silicone.

NSF/ANSI 61—Drinking Water system Components—Health Effects.

SECTION 8: DEFINITIONS

The following definitions shall apply in this standard:

1. *Manufacturer*: The party that manufactures, fabricates, or produces materials or products.
2. *Potable water*: Water that is safe and satisfactory for drinking and cooking.
3. *Purchaser*: The person, company, or organization that purchases any materials or work to be performed.
4. *Reclaimed Water*: Wastewater that becomes suitable for beneficial use as a result of treatment.
5. *Supplier*: The party that supplies material or services. A supplier may or may not be the manufacturer.
6. *Wastewater*: A combination of the liquid and water-carried waste from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.

SECTION 9: MATERIALS

Sec. 9.1 General

Materials shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water, wastewater, and reclaimed water systems as applicable.

Materials provided to meet the provisions of this section shall be new and shall comply with all the requirements of this section. All aluminum alloys, properties, and tolerances shall be as defined by AA ASD. Aluminum materials shall be in accordance with the ASTM specifications listed in AA ADM Sec. 1.2. Unless otherwise specified, the aluminum roof materials shall have a mill finish. The filter gallery for the groundwater filters is roughly 150 feet long by 15 feet wide. This is a rough estimate. The actual length and width of the area to be enclosed should be field verified.

Sec. 9.2 Structural Frame

All structural frame members shall be made from AA6061-T6 or AA6005A-T6.

Sec. 9.3 Roof Panels

Roof panels shall be fabricated from AA3000 series or AA5000 series aluminum with a minimum nominal thickness of 0.050 in. (1.27 min) unless otherwise specified by the Owner. Roof panels shall be removable in order to allow easy access for filter maintenance (maintenance includes filter media removal). Adequate accessibility must be approved by the Owner before final design approval.

Sec. 9.4 Bolts and Fasteners

All fasteners shall be AA7075-T73 aluminum, austenitic stainless steel, or other approved materials. Aluminum and austenitic stainless steel fasteners shall meet the requirements of ASTM F468 and ASTM F593, respectively. Only stainless steel fasteners shall be used to attach aluminum to carbon steel, and then only when electrical isolation is provided between non-compatible metals. The Florida Building Code and Orange County Florida Permitting Department guidelines shall be met for bolt and fastener sizes. Bolts and fasteners shall be sized accordingly, based on the possibility that the structure may be introduced to 150 mph winds also.

Sec. 9.5 Sealant and Gasket Material

All sealants and gaskets shall be suitable for contact with potable water without chemical extraction. Sealants and gaskets shall remain flexible over a temperature range of -40°F to +170°F without tearing, cracking, or becoming brittle. Elongation, tensile strength, hardness and adhesion shall not change significantly with aging or from exposure to ozone, ultraviolet light, or vapors from the water stored in the filter.

4.5.1 *Sealants.* All sealants shall be silicone compounds conforming to ASTM C920 unless another material is specified.

4.5.2 *Gaskets.* All preformed gasket material shall be made of silicone or neoprene unless another material is specified. Silicone gasket material shall meet Fed. Spec. A-A-59588 and ASTM C1115. Neoprene gasket material shall meet ASTM C509.

Sec. 9.6 Skylight Panels

Skylight panels, if specified, shall be clear acrylic or polycarbonate with a minimum nominal thickness of 0.25 in. (6mm).

Sec. 9.7 Screens

The screens are specified to be 20 mesh as DEP has required. The material to be used is a fiberglass screen. The enclosed area should include screen doors too. Sliding screen doors should be included for access to tanks.

SECTION 10: DESIGN

Sec. 10.1 Drawings (See DemandStar Attachment # 1)

Construction drawings including plan, profile, and aerial views for the roof shall be provided and include the following:

1. A drawing showing dimensions of the aluminum roof, the sizes of the principal members, deck, fasteners, the design loads, and the maximum loads transferred to the deck.
2. The number, names, and sizes of all accessories.
3. Appearance coatings or finish information if specified.

Sec. 10.2 Principles of Design

The roof-framing system shall be designed as a moment-resisting, three-dimensional space frame with a membrane covering (roof panels) providing loads along the length of the individual members. The design shall consider the increased compression and minor axis bending induced in the framing members caused by the tension in the roof panels. The design loads shall not exceed the allowable buckling loads set forth in Sec. 11.3 The actual stresses in the framing members and panels under all design load conditions must be equal to or less than the allowable stresses.

The structural analysis shall include the effect of geometric irregularities such as support members.

For members subject to axial forces and bending moments caused by load eccentricity or lateral loads, the combined member stresses shall be determined by adding the stress component due to axial load to the stress components that result from bending in both the major and minor axes, all in accordance with the AA ADM.

All components of the aluminum roof shall be designed by the allowable stress design method.

Sec. 10.3 Design Loads

In addition to design loads specified in the applicable local building code, if specified, the following loads shall be considered in the design of the aluminum roof:

11.3.1 *Panel design load.* These load cases do not act simultaneously with other design loads or with each other.

Load Case 1: Two 250-lb loads concentrated on two separate 1-ft² areas of any aluminum panel.

Load Case 2: A 60-psf uniform load distributed over the total panel area.

11.3.2 *Skylight design load.* Skylights, if specified, shall be designed for the same loads specified for the roof.

11.3.3 *Load combinations.* The following load combinations shall be considered:

1. Dead Load
2. Dead Load + uniform live load
3. Dead load + unbalanced live load
4. Dead load + wind load
5. Dead load + uniform live load + wind load
6. Dead load + unbalanced live load + wind load
7. Dead load + seismic load

Sec. 10.4 Allowable stresses and Allowable loads

11.4.1 *Aluminum structural members.* Aluminum structural members and their connections shall be designed in accordance with the AA ADM.

11.4.2 *Aluminum panels.* Aluminum panels shall be designed to support the loads specified in Sec. 11.3, without exceeding the allowable stresses specified in the AA ADM. Panel attachment fasteners shall not penetrate both the panel and flange of the structural member.

11.4.3 *Bolts and fasteners.* The allowable stresses for bolts and fasteners are listed in Table 1. For fasteners not listed in Table 1, the allowable stresses in bolts and fasteners shall be in accordance with AA ADM-105.

Hole diameters used for fasteners shall not exceed 1/16 in plus the diameter of the fastener used.

Table 1: Bolts and Fasteners

Material	Allowable Tensile Stress		Allowable Shear Stress	
	psi	MPA	psi	MPA
Austenitic Stainless Steel	30,000	206.9	18,000	124.1
Austenitic Stainless Steel	42,000	289.7	25,000	172.4
AA2024T4 Aluminum	26,000	179.2	16,000	110.3
AA7075T73 Aluminum	28,000	193	17,000	117.2

SECTION 11: ROOF ATTACHEMENT DETAILS

The structure supports provided to support the aluminum roof shall be bolted or welded to the base. An adequate number of attachment points shall be provided to preclude overloading the base. The attachment detail shall be suitable to transfer all roof loads to the base, keeping local stresses within allowable limits.

Sec. 11.1 Roof Supports

The roof attachment points may incorporate a slide bearing with low-friction bearing pads to minimize the horizontal radial forces transferred to the base. Alternatively, the roof may be attached directly to the base and the top of the base analyzed and designed to sustain the horizontal thrust transferred from the roof, including the thrust from differential thermal expansion and contraction.

Sec. 11.2 Separation of Carbon Steel and Aluminum

Aluminum shall be isolated from the carbon steel by an austenitic stainless steel spacer or an elastomeric isolator bearing pad, unless other methods are specified.

Sec. 11.3 Separation of Concrete and Aluminum

Aluminum shall be separated from contact with concrete through the use of acceptable coatings or tape suitable for contact with potable water.

SECTION 12: PHYSICAL CHARACTERISTICS

Sec. 12.1 Roof Accessories

Roof accessories shall conform to the provisions of the AWWA standard for the type of filter bed being covered, as applicable.

Sec. 12.2 Skylights

Skylights, if specified, shall be provided with a 4-in. or higher curb. The total skylight area to be provided shall be specified.

SECTION 13: TESTING AND SEALING

Sec. 13.1 Leak Testing

After the roof installation is complete and it is verified the underside of the roof is dry, the roof seams shall be leak tested by spraying the outside of the seams with water using a garden hose with a minimum 50 psig static head pressure at the nozzle, held at a distance between 3 and 6 ft. Potable water shall be used. The water must not be sprayed directly on any roof vents. Any water on the inside of the roof shall be evidence of leakage.

SECTION 14: FABRICATION AND ERECTION

Sec. 14.1 Fabrication

All roof parts shall be prefabricated for field assembly. Fabrication procedures shall be done in accordance with AA ADM-105 Section 6.

Sec. 14.2 Welding

The fabrication and design of welded aluminum parts shall be in accordance with AA ADM for Aluminum Structures and Section 2 of AWS D1.2/D1.2M. All aluminum welds and components joined by welding shall be inspected by visual testing (VT), and all structural welds shall be inspected by the liquid-penetrant testing (PT) examination in accordance with Section 5 of AWS D1.2/D1.2M. Weld acceptance shall be in accordance with AWS D1.2/D1.2M Sec. 5.14, Visual Inspection, Sec. 5.4.2, Visual Inspection of Statically Loaded Non-Tubular Connections, and Sec. 5.17, PT. All structural welding of aluminum shall be performed prior to

field erecting of the structure. Qualified written Welding Procedure Specifications (WPSs) and Welder Performance Qualification (WPQs) shall be provided, if requested, prior to welding. Welding Inspector qualifications shall meet AWS D1.2/D1.2M Sec. 5.1.3. Personnel performing nondestructive testing (NDT) other than visual shall be qualified in accordance with AWS D1.2/D1.2M Sec. 5.7.6.

Sec. 14.3 Shipping and Handling

Materials shall be handled, shipped, and stored in a manner that will not damage the surface of aluminum or the surface coating if one is applied.

Sec. 14.4 Quality of Work

The roof shall be installed so as to minimize internal stresses when assembling the various members or components of the structure. Field cutting, trimming, relocating of holes, or applying force to the parts or components to achieve fit-up shall not be allowed.

Sec. 14.5 Maintenance and Inspection

A maintenance and inspection manual for those items that may require maintenance or periodic inspection shall be provided.

SECTION 15: COATINGS OR OTHER FINISHES

The standard finish for aluminum roofs shall be a mill finish. A factory-applied baked on color finish or a nonglare mechanical finish shall be specified for exterior surfaces.

Exterior coatings may be thermosetting, acrylic, silicone polyester, or fluorocarbon.

NOTE: No coatings are to be applied to the interior surfaces of the structure.

If a coating is used, the coating shall meet the requirement of AAMA 2604 for high performance organic coating on aluminum extrusions and panels. The coating shall also meet the weathering requirements specified in ASTM D2244. Mechanical finishes shall meet the requirements of the Aluminum Association AA M42/M43 Non-Directional Textured Finish as specified in AA DAF-45.

SECTION 16: AFFIDAVIT OF COMPLIANCE

The purchaser may require an affidavit from the manufacturer or supplier that the material provided complies with the applicable requirements of this standard.

[illegible]

SECTION 00311

REFERENCES

BID #B-11-09-COC

Bidder shall submit as a part of the bid package, **three- (3)** work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be associated with work of similar nature and size preferably for government agencies or municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

SECTION 00312

SECTION 00320
BID # B-11-09-COC

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder:_____

B. Permanent main office
address:_____

C. When organized (Month/Year): _____, 19_____

D. If a corporation, where incorporate (State): _____

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

G. General character of work performed by your company._____

H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ If yes, please specify where and why:_____

I. Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment:

L. Experience in construction work similar in type to this project.

M. Background and experience of the principal members of your organization, including the officers.

Name	Title	Background	Years Experience

N. Credit available: \$ _____

O. Give bank reference:

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Cocoa? Yes ☐ No ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____,
(COUNTY)
20____.

(Name of Organization)

By: _____
(Title)

State of _____

County of _____

_____ being duly sworn deposes and says that he is
(Name)

the _____ of _____
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

(Notary Public)

(My commission expires)

(Commission Number)

Section 00320

SECTION 00410
BID BOND
Bid No. B-11-09-COC

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____

Full name and address or legal title of contractor

_____ as Principal, and _____

Full name and address or legal title of Surety

_____ of the City of COCOA

State of FLORIDA, a corporation existing under the laws of the State of Florida, as Surety,
are held and firmly bound unto the CITY OF COCOA hereinafter called the Obligee, in the
sum of _____ Dollars (\$_____)

Lawful money of the United States of America, for the payment of which sum well and truly to
be made, we bind ourselves our heirs, executors, administrators and successors, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the accompanying Proposal or Bid No B-11-09-COC, for the performance of:

ALUMINUM ROOF STRUCTURES FOR DYAL WTP

**NOW, THEREFORE, if the Principal shall not withdraw said Bid within city ninety (90)
days after the opening of the same and in the event of the acceptance of his proposal by the
Owner, shall within the period specified therefore, enter into a written contract with the
Owner in accordance with the Bid as accepted, and give bond with good and sufficient
surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such contract, or in the event of the withdrawal of said Bid within the period specified, of
the failure to enter into such contract and give bonds within the time specified, if the
Principal shall pay the Owner the difference between the amount specified in said Bid and
the amount for which the Owner may procure the required work, if the latter amount be in
excess of the former, then the above obligation shall be void and of no effect, otherwise to
remain in full force and virtue.**

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their
several seals this _____ day of _____, 2_____, the name and corporate
seal of each corporate body being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

	{		(Principal)	(Seal)
			(Title)	
			(Address)	

	{		(Surety)	(Seal)
			(Title)	
			(Address)	

DRUG FREE WORKPLACE CERTIFICATION
BID NO. B-11-09-COC

IDENTICAL TIE BIDS

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing the bids will be followed if none of the tied vendors have a drug-free work place 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 danger of drug abuse in the workplace, the business's policy 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 bid a copy of the statement specified in subsection (1).**
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United state or any state, for a violation occurring in the workplace no later that five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.**

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

(Company)

(Signature & Title)

Section 00645
PERFORMANCE AND PAYMENT BOND

In compliance with the Florida Statutes Chapter 255.05 (1) (a)

BOND NO.:	
Contractor Name:	
Contractor Address:	
Contractor Phone No.:	
Surety Company:	
Surety Agent:	
Owner Name:	City of Cocoa
Owner Address:	65 Stone Street
	Cocoa, Florida 32922
Owner Phone No.	(321) 433-8833
Owner Fax No.	(321) 433-8860
Owner Email:	Purchasing@cocoafl.org
Contract Date:	
Contract Amount:	\$
Bond Amount:	\$
Contract No. (if applicable):	
Description of Work:	
Project Address:	
Legal Description:	
Bid Number:	

BY THIS BOND, we _____ as Principal and
_____ a

Corporation as Surety, are bound to _____, herein called Owner, in
the sum of \$

_____, for payment of which we bind
ourselves, our heirs, Personal representatives, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS BOND is that if a Principal:

1. Performs the contract dated _____, 20_____, between Principal and Owner for Construction of _____ the contract being made a part of this bond by reference, at the times and in the manner prescribed in this contract; and
2. Promptly makes payments to all claimants, as denied in section 255.05 (1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution if the work provided for the contract; and
3. Pays Owner all losses, damages, expenses, cost and attorney's fee's, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force. Any changes in or under the contract documents and compliance and noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Principal and Surety have assigned and sealed this instrument this _____ day of _____ 20_____.

CONTRACTOR AS PRINCIPAL

Company:

SURETY

Company:

(Corporate Seal)

(Corporate Seal)

Signature_____

Signature_____

Title_____

Title_____

APPROVED as to form and execution:

BY _____

Attorney to Board of
City Council Members
City of Cocoa, Florida

Any claims under this bond may
be addressed to:
(Name and Address of Surety):



Phone

Telephone Number
Name and Address of
agent or Representative
in Florida if Different from above



Phone

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GENERAL CONDITIONS

Section 00700

City of Cocoa

Article 1. DEFINITIONS

(A) The contract documents consist of the following items, including all modifications thereof incorporated in the documents before their execution. These form the contract: Notice to Contractors, Instructions to Bidders, General Conditions, Special Provisions, Technical Provisions, Proposal, Agreement, Drawings, and Addenda pertaining to the contract.

(B) The Contractor and Project Manager are mentioned as such in the Agreement. They are treated throughout the contract documents as if each were of the singular number and masculine gender.

(C) Wherever in this contract the words "Project Manager or Engineer" are used, it shall be understood as referring to the Project Manager or Engineer employed by the City, acting personally or through an assistant duly authorized in writing for such act by the Project Manager.

(D) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the business address shown in the proposal or contract.

(E) The term "Subcontractor" as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnished material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

(F) The term "Work" of the Contractor or Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

(G) All time limits stated in the contract documents are of the essence of the contract.

(H) The term "Change Order" is a written order signed by the Project Manager authorizing an addition, deletion or revision in the work or adjustment in the contract price.

Article 2. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

The Agreement shall be signed in triplicate by the City and the Contractor. Customary practice does not involve signatures of either party of the separate or supplementary components of the contract documents. The Project Manager will identify the plans and specifications upon request.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the documents is to include all labor and materials, equipment, transportation and incidentals necessary for the proper and complete execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

Any discrepancies or omissions found in the Contract Documents shall be reported to the Project Manager immediately. The Project Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- A. FORM OF AGREEMENT
- B. PROPOSAL
- C. SPECIAL PROVISIONS
- D. INSTRUCTIONS TO BIDDERS
- E. GENERAL CONDITIONS
- F. TECHNICAL PROVISIONS
- G. DRAWINGS

Addenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general drawings.

Article 3. DETAIL DRAWINGS AND INSTRUCTIONS

The Project Manager will furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions will be consistent with the contract documents, true developments thereof and reasonably inferable therefrom.

Article 4. COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the contract documents, the City will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonable necessary for the execution of the work.

Article 5. ORDER OF COMPLETION

The Contractor shall submit prior to start of work, schedules which show the order in which the Contractor proposes to carry on the work with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The Project Manager may order the schedule to be supplemented or amended as necessary to afford proper continuity of the work.

Article 6. DRAWINGS AND SPECIFICATIONS ON THE WORK

The Contractor shall keep one copy of all drawings and specifications on the work in good condition, available to the Owner and his representatives.

Article 7. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Owner are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request, at the completion of the work.

Article 8. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination of the contract documents and work site satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

Article 9. MATERIALS, APPLIANCES, EMPLOYEES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, fuel, labor, water, tools, sanitary facilities, power, transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Article 10. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the owner has notified the Contractor prior to the signing of the contract or included in the specifications a proviso that there may be a patented process or product included in the project.

Article 11. SURVEYS, PERMITS, AND REGULATIONS

The Contractor will furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulation and without such notice to the Owner, he shall bear all costs arising therefrom.

Article 12. PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection for all his work from damage and shall protect the Owner's property from injury or loss arising in connection with the contract. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all guard fences, lights, and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent such threatened losses or injury. Any claim by the Contractor on account of emergency work will be adjusted by agreement or arbitration.

Article 13. INSPECTION OF WORK

The City and its representatives shall at all times have access to the work. The work will be conducted under the general direction of the City and is subject to inspection by his appointed inspectors to insure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization of the Project Manager, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

If the specifications, the City's instructions, laws, ordinances, or any public authority, require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection, and of the date fixed for such inspection. Inspections by the Project Manager will be promptly made.

Re-examination of requested work may be ordered by the Owner. If such work be found in accordance with the contract documents, the Owner will pay the cost of re-examination and replacement provided the Contractor makes a claim therefor. If such work be found not in accordance with the contract documents the Contractor shall pay such cost including compensation for professional services and an appropriate deductive change order shall be issued.

Article 14. SUPERINTENDENT: SUPERVISION

The Contractor shall keep on his work during its progress a competent superintendent satisfactory to the City. The superintendent shall not be changed except with the written consent of the City, unless the superintendent

proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions will be confirmed in writing to the Contractor. Other directions will be so confirmed on written request in each case.

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

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

Article 15. CHANGES IN THE WORK

The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work authorized by change order and executed under the conditions of the original contract except that any claim for extension of time caused thereby will be adjusted at the time of ordering such change.

In giving instructions, the Project Manager will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering the life of property, no extra work or change will be made unless in the pursuance of a written order by the Project Manager, and no claim for an addition to the contract sum will be valid unless so ordered in writing.

The value of any such extra work or change will be determined in one or more of the following ways:

- (A) By mutual acceptance of a lump sum.
- (B) By unit prices named in the contract or subsequently agreed upon.
- (C) By cost and percentage or by cost and a fixed fee.

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

Article 16. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the Owner written notice thereof

with ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided in Article 15, "Changes in the Work." Claims will not be processed unless filed in writing before any work is commenced.

Article 17. DEDUCTIONS FOR UNCORRECTED WORK

If the Project Manager deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price will be made therefor by change order.

Article 18. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time, in the progress of the work by an act or neglect of the Owner or of his employees, or by any other contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Project Manager pending arbitration, or by any cause which the Project Manager may decide to justify the delay, then the time of completion will be extended for such reasonable time as the Project Manager may decide.

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

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

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

Article 19. CORRECTION OF WORK BEFORE FINAL PAYMENTS

The Contractor shall promptly correct all work condemned by the Project Manager as failing to conform to the contract and shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work.

If the Contractor does not correct such condemned work and material within ten (10) working days time as fixed by written notice (punch list), the City may correct it at the expense of the Contractor. If the Contractor does not pay the expense of such correction within ten (10) days thereafter, the City may, upon ten (10) days written notice, deduct all the cost and expenses that should have been borne by the Contractor.

Article 20. SUSPENSION OF WORK

The City may at any time suspend the work, or any part thereof by giving five (5) days notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in a written notice to

resume work from the City to the Contractor. The City will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension unless the suspension was ordered by the Project Manager to enforce the contract or for any violation of the contract.

Article 21. THE CITY'S RIGHT TO REASSIGN WORK

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

Article 22. THE CITY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if a writ of garnishment shall be served upon the City, seeking to reach funds due or to become due the Contractor, or if the Government of the United States or any state or county shall garnishee, distrain, attach, or seek to reach funds due or to become due to the Contractor, or if he should persistently or repeatedly refuse or should fail, except in cases of which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Project Manager, or otherwise be guilty of a substantial violation of any provision of the contract, then the Owner, upon the certificate of the Project Manager that sufficient cause exists to justify such action may without prejudice to any other right or remedy and after giving the Contractor thirty (30) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tool, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensation for additional managerial, legal, and administrative services, such excess will be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, and the damage incurred through the Contractor's default will be certified by the Project Manager and deducted by the City from any sums which would otherwise be due to the Contractor.

Article 23. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the Contractor or if anyone employed by him, or if the Project Manager should fail to issue any estimate for payment within seven (7) days after it is due, or if the City fails to pay the Contractor within twenty (20) days of its maturity and presentation, any sum certified by the Project Manager or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice to the

City stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

Article 24. REMOVAL OF EQUIPMENT

In the case of annulment of this contract before completion, from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which the City will have the right to remove such equipment and supplies at the expense of the Contractor, and the City shall have the right to store such equipment and supplies at the Contractor's expense. The City shall incur no liability to the Contractor for loss or damage to the supplies and equipment so removed and/or stored.

Article 25. USE OF COMPLETED PORTIONS

The City will have the right to take possession of and use any substantially completed portion of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired, but such taking possession and use will not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor will be entitled to such extra compensation, or extension of time, or both, as the Project Manager may determine.

Article 26. PAYMENTS WITHHELD

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any pay request to such an extent as may be necessary to protect himself from loss on account of:

- (A) Defective work not remedied.
- (B) Claims filed or reasonable evidence indicating probable filing of claims.
- (C) Failure of the Contractor to make payment properly to subcontractors or for materials or labor.
- (D) The Project Manager's opinion that the contract cannot be completed for the balance then unpaid.
- (E) Failure to maintain adequate progress.

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

Article 27. CONTRACTOR'S LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN \$15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than \$15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$200,000 and with a deductible amount not greater than \$1,000. It is further required that the City of Cocoa be named as an additional

insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT \$15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is \$15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than \$1,000,000 and with a deductible not greater than \$1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than \$1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at \$250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

Article 28. INDEMNITY

For all Services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City, its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees), directly or indirectly arising from the acts, inactions, errors, omissions, intentional or otherwise, arising out of or resulting from Contractor's performance of any Services provided pursuant to this Agreement.

The indemnification provided above shall obligate the Contractor to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the Services under this Agreement whether the Services be performed by the Contractor or anyone directly or indirectly employed by them. In all events, the City shall be permitted to choose legal counsel of its sole choice, the fee for which shall be reasonable and subject to and included with this indemnification provided herein. This indemnification provision shall survive termination of the Agreement.

Final indemnification provisions, to be included in the Agreement, are subject to review and modification by the City Attorney. The insurance policy shall contain a provision that the same shall not be cancelled without first giving the City thirty (30) days notice in writing by certified mail.

Article 29. SAFETY AND PROTECTION

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

- (A) All employees on the Work and other persons who may be affected thereby.
- (B) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

(C) Other property at the site or adjacent thereto.

Individuals and firms contracting to perform work for the City of Cocoa shall comply with all applicable Federal Occupational Safety and Health Administration (OSHA) and Florida Department of Transportation safety standards and shall assure and monitor the compliance of their subcontractors with those same standards.

Article 30. GUARANTY BONDS

The City will have the right, prior to the signing of the contract to require the Contractor to furnish bond covering his faithful performance of the contract and the payment of all obligations arising thereunder, in such forms as the City may prescribe and with such sureties as he may approve. Premium for such bond shall be paid by the Contractor.

Article 31. DAMAGES

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

Article 32. LIENS

Anything contained in any of the contract documents notwithstanding, all progress payments and the final payment shall be paid by the City to the Contractor in compliance with the provisions of Laws of Florida. The City shall withhold ten percent (10%) of the amount of each progress payment. The last payment due under the contract shall be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full, and in addition, before the Contractor shall have the right to receive the final payment due under the contract, the Contractor shall furnish the City with releases of lien executed by all persons, firms or corporations who have performed or furnished labor, services or materials, directly or indirectly, used in the work. The City shall have the right to demand and receive from the Contractor before he shall receive any progress payment, receipt bills showing payment in full for all labor, services and materials incorporated into the work, for the period of time for which the progress payment is due. Likewise, as a condition to receiving any progress payment, the City may require the Contractor to furnish any partial releases of lien executed by all persons, firms and corporations who have furnished labor, services or materials incorporated into the work during the period of time for which the progress payment is due, releasing such lien rights as these persons, firms or corporations may have for that period. If any of the laborers, subcontractors or material men shall serve upon the City a "notice to City" or shall otherwise put the City on notice that they are owed any unpaid money by the Contractor, the shall have the right to pay these persons directly in the manner provided by the aforesaid Mechanic's Lien Law, and the City shall receive a credit therefor upon the contract price accordingly. The Contractor does hereby release, remise and quit claim any and all rights he

would have otherwise enjoyed to perfect a mechanic's lien or any other type of statutory common law or equitable lien against the job.

Article 33. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the City, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. Any attempt by the Contractor to assign this contract or any of the moneys which may become payable hereunder, in whole or part, without the written consent of the Owner, shall be ineffective and shall vest no rights in the assignee.

Article 34. PRECONSTRUCTION CONFERENCE

Within twenty (20) days after the effective date of the Agreement, but before the Contractor starts the Work at the site, a mandatory conference will be held for review and acceptance of the schedules, to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to establish a working understanding among the parties as to the Work, including Davis Bacon Wage Rate Requirements for Federally Funded Projects.

Article 35. SUBCONTRACTS

The Contractor shall, as soon as practicable after signing of the contract, notify the City in writing of the names of subcontractors proposed for the work, the description of work to be performed, and shall not employ subcontractors, unless they are approved in writing by the City.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Article 36. POINTS AND INSTRUCTIONS

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

Article 37. PROJECT MANAGER'S STATUS

The Project Manager will have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He will also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished and to decide questions which arise in the execution of the work.

Article 38. PROJECT MANAGER'S DECISIONS

The Project Manager will, within reasonable time after their presentation to him, make decisions in writing on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract. All such decisions of the Project Manager shall be final.

Article 39. ONE YEAR CORRECTION PERIOD

If within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents or by any specific provision of the contract documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instruction, either correct such defective work, or, if it has been rejected by the City, remove it from the site and replace it with nondefective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Article 40. LANDS FOR WORK

The City will provide access to the lands upon which the work under this contract is to be done.

Article 41. CLEANING UP

The Contractor shall remove from the City's property and from all temporary structures, rubbish and waste materials resulting from his operation.

Article 42. AMENDED PROPOSAL/BID

A Bidder may submit an amended proposal/bid before the deadline for receipt of proposals/bids. Such amended proposal/bid must be a complete replacement for a previously submitted proposal/bid and must be clearly identified as such in the transmittal letter which must include an authorized signature and be attached to the outside of the sealed replacement proposal/bid package.

END OF SECTION 00700

NO BID RESPONSE

TO INVITATION TO BID

City of Cocoa

IF YOUR FIRM IS UNABLE TO SUBMIT A BID AT THIS TIME, PLEASE PROVIDE THE INFORMATION REQUESTED IN THE SPACE BELOW AND RETURN TO:

CITY OF COCOA
Purchasing Division
65 Stone St.
Cocoa, Florida 32922

WE HAVE RECEIVED AN INVITATION TO BID # **B-11-09-COC**

ALUMINUM ROOF STRUCTURES FOR THE DYAL WTP

OPENING DATE: Thursday April 21, 2011

OPENING TIME: 3:00 p.m.

REASON FOR NOT BIDDING: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Title: _____

Date: _____

SECTION 00706