



CHARLES H. BRONSON  
COMMISSIONER

## Submit Bids to:

Florida Department of Agriculture and Consumer Services  
407 South Calhoun Street - Mayo Building, Room SB-8  
Tallahassee, FL 32399-0800

Telephone: (850) 617-7181

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BIDS NO. **ITB/DF-09/10-80**

AGENCY MAILING DATE:  
April 28, 2010

WILL BE OPENED **JUNE 16, 2010 @ 2:00 P.M.**  
and may not be withdrawn within 90 days after such date and time

NOTICE OF INTENDED AWARD POSTING WILL BE ON OR ABOUT JUNE 17, 2010

BID TITLE: **CONSTRUCTION OF BUILDING FACILITIES AT THE SEBRING FORESTRY STATION**

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

VENDOR MAILING ADDRESS

CITY - STATE - ZIP

AUTHORIZED SIGNATURE (TYPED) TITLE

TELEPHONE: ( )

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the Proposer and that the Proposer is in compliance with all requirements of the Request for Proposal including but not limited to, certification requirements. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Proposer.

## GENERAL INSTRUCTIONS TO RESPONDENTS

1. **Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
  - (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
  - (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
  - (d) "Response" means the material submitted by the respondent in answering the solicitation.
  - (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.
2. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
- ~~3. **Electronic Submission of Responses.**~~ Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
  - an electronic signature on the response, generally,
  - an electronic signature on any form or section specifically calling for a signature, and
  - an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
4. **Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:
  - Technical Specifications,
  - Special Conditions and Instructions,
  - Instructions to Respondents (PUR 1001),
  - General Conditions (PUR 1000), and
  - Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.
- ~~5. **Questions.**~~ Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. **Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.
7. **Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
  - submitting a bid on a contract to provide any goods or services to a public entity;
  - submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submitting bids on leases of real property to a public entity;
  - being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
  - transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.
8. **Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:
  - submit a bid on a contract to provide any goods or services to a public entity;
  - submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  - submit bids on leases of real property to a public entity;
  - be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
  - transact business with any public entity.
9. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).
  - The respondent is not currently under suspension or debarment by the State or any other governmental authority.
  - To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
  - Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
  - The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
  - The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
  - The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
  - Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
10. **Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.
11. **Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.
12. **Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. **Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.
14. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.
15. **Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.
16. **Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.
17. **Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.
18. **Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

~~19. Public Records.~~ Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. **Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. **Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

\* **DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SUBMISSION INSTRUCTIONS IN THE BID DOCUMENT.**

\*\* **DOES NOT APPLY TO THIS AGENCY. PLEASE REFER TO SPECIAL CONDITIONS IN THE BID DOCUMENT.**

(PUR 1001 - 60A-1.002(7), F.A.C.)

## GENERAL CONTRACT CONDITIONS

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:
  - (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
  - (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.
  - (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.
  - (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form,

confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.
4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
  - (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
  - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

- (c) **Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contractor. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
- (e) **Equitable Adjustment.** The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.
- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
- 13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
- \*14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.
- For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.
- Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.
- 15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.
- At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those

transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State which is available at the following: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees,

arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any

excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

- 28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.
- 29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.
- 30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.
- 31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

- 32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.
- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in
- 39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.
- 40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.
- 41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- 43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- 44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

***\*THIS CONDITION DOES NOT APPLY TO THIS AGENCY.***

**(PUR 1000 - 60A-1.002(7), F.A.C.) 11/06**

INVITATION TO BID

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

DIVISION OF FORESTRY

SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS

**PURPOSE**

The purpose of this bid is to establish a construction contract for the construction of a building at Sebring Forestry Station, located at 8036 CR 17 South, Sebring, Florida. All work to be performed in accordance with the terms, conditions and specifications listed herein.

**BID OPENING**

The bid opening will be on **June 16, 2010 @ 2:00 P.M.** Location of bid opening is Department of Agriculture and Consumer Services, Bureau of General Services, 407 S. Calhoun Street, Mayo Building, Room SB-8, Tallahassee, Florida 32399-0800.

**CONTRACT/CONSTRUCTION PERIOD**

Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided. The date of commencement of the Work is the date established in a written Notice to Proceed. The Department shall furnish a Notice to Proceed along with the executed contract. **The time for the completion of the work shall be 180 days from the date established in the Notice To Proceed.** The time for completion of the work includes, without limitation, obtaining required permits and other governmental and quasi-governmental approvals, acquiring bonds and interim and final inspections. Completion of the work shall be the Date of Substantial Completion of the Work certified by Owner, when construction is sufficiently complete in accordance with the Contract Documents that Owner may, if it so elects, occupy and use the Work for the purpose for which intended. **TIME IS OF THE ESSENCE WITH RESPECT TO THE TIME OF COMPLETION OF THE WORK.**

**PROJECT MANAGER**

The contractor will coordinate and schedule all work with the Department's (hereafter referred to as DACS, Owner, Customer) Project Manager, Dennis Reilly, Construction Project Administrator, Division of Forestry, 3125 Conner Boulevard, Room 206, Tallahassee, Florida 32399-1650, Telephone: (850) 414-0838. The Sebring Forestry Station local contact is Tim Elder, Forest Area Supervisor, Division of Forestry, located at 8036 CR 17 South, Sebring, Florida, Telephone 863-655-6407.

**SCOPE**

This Bid includes a Base Bid and one (1) Add Alternate. The Base Bid and the Alternate includes the construction of new facilities at the Sebring Forestry Station. The scope of work, for the Base Bid and for the Alternate, includes all materials, labor, equipment, inspection and permit fees necessary for complete construction as drawn, specified and defined in the Contract Documents.

The Contract Documents consist of:

- This Bid Document
- The Architectural Building Plans as prepared by Bill Ervin, Architect
- The Civil Engineering Plans as prepared by EMK Consultants of Florida
- Exhibit 1 - Architectural Technical Specifications as prepared by Bill Ervin, Architect
- Exhibit 2 - Geotechnical Report as Prepared by Ardaman and Associates, Inc.

The Base Bid includes the following: The Smaller Administration Building and the Site Work, as follows: The Site Work scope is detailed in the Civil Engineering Plans referenced above. The Smaller Administration Building has three offices, a Conference Room and a Breakroom and 1,200 square feet. Additionally, the Base Bid includes an Equipment Building. This building includes a Ranger Room of 480 square feet, an Enclosed Storage Area of 960 square feet, and an Open Equipment Storage Area of 5,040 square feet for a total under roof of 6,480 square feet. The Architectural Plans for the Base Bid drawings, are located in the following Architectural Plan Sheets:

|          |       |                                                                   |
|----------|-------|-------------------------------------------------------------------|
| 01 of 18 | COVER | Index, Bldg Design Summary, Wind Load Criteria                    |
| 02 of 18 | A-01  | Base Adm. Building Floor Plan                                     |
| 04 of 18 | A-02  | Base Adm. Building Ext. Elevations                                |
| 06 of 18 | A-03  | Base & Alternate Adm. Building Typical Wall Sections & Details    |
| 07 of 18 | S-01  | Base Adm. Building Foundation & Roof Framing Plans W/ Sections    |
| 09 of 18 | M-01  | Base Adm. Bldg. Mechanical (HVAC) Plan & Details                  |
| 11 of 18 | P-01  | Base & Alternate Plumbing, Supply & Waste Plan, Riser & Schedule  |
| 12 of 18 | E-01  | Base Adm. Bldg Electrical Power & Lighting Plan, Risers & Details |
| 14 of 18 | A-01  | Equipment Building Floor Plan                                     |
| 15 of 18 | A-02  | Equipment Building Exterior Elevations                            |
| 16 of 18 | S-01  | Equipment Building Foundation Plan; Roof Framing Plan & Details   |
| 17 of 18 | P-01  | Equipment Building Plumbing Plan & Riser Diagram                  |
| 18 of 18 | E-01  | Equipment Building Electrical Plan & Riser Diagram                |

**Add Alternate No. 1:** Addition of a room on the end of the Administration Building. A 12' x 30' room, totaling 360 square, feet is added to the end of the building. Add Alternate No. 1 should be bid as the amount to add the additional room (not the amount for the whole building with the room). The Architectural Plan Sheets that address the Room Addition, Add Alternate No. 1, are as follows:

|          |        |                                                                       |
|----------|--------|-----------------------------------------------------------------------|
| 03 of 18 | A-01.1 | Alternate Adm. Building Floor Plan W/ Ranger Room                     |
| 05 of 18 | A-02.1 | Alternate Adm. Building Ext. Elevations W/ Ranger Room                |
| 08 of 18 | S-01.1 | Alternate Adm. Bldg. W/ Ranger Room Foundation & Roof Framing Plans   |
| 10 of 18 | M-01.1 | Alternate Adm. Bldg Mechanical (HVAC) Plan & Details W/ Ranger Room   |
| 13 of 18 | E-01.1 | Alternate Adm. Bldg Electrical Power & Lighting Plan, Riser & Details |

The building permits for this project will be the responsibility of the Contractor and will be issued from the Highlands County Building Department. The Contractor will pay for the building permits and coordinate inspections with the Highlands County Building Department. The Owner will be responsible for obtaining and paying for the State Fire Marshal's approval. The Contractor is responsible for obtaining and paying for the Septic System Permit from the Highlands County Health Department. The design and specifications, as detailed and drawn on the Civil Plans by EMK Consultants, have been approved by the Health Department.

Progress Energy is the power supplier and they will be providing overhead service to the buildings. The Contractor is responsible for everything up to the electric meter. Setting up temporary power with Progress Energy, for construction purposes, is responsibility of the Contractor.

**NOTE:** Architectural and Civil, Plans and Drawings, including technical specifications and a copy of the bid document can be viewed at Office Max, 420 Sebring Square, Sebring, Florida 33870, (863) 402-0167 and Seminole Blueprint, 2915 E. Park Avenue, Suite 1, Tallahassee, Florida 32301, (850) 671-2714. These documents are available for purchasing copies, and they are listed as follows: Architectural Plans, Architectural Specifications Book, Civil Engineering Plans, and the Invitation to Bid for the Sebring Forestry Station.

**MANDATORY PRE-BID CONFERENCE/SITE VISIT**

**A mandatory pre-bid conference for any prospective bidder will be held on May 12, 2010, at 11:00 a.m., at the Sebring Forestry Station, 8036 CR 17 South, Sebring, Florida, Telephone 863-655-6407.**

**Attendance at this meeting is mandatory. Any bid received from a prospective respondent who did not attend the mandatory pre-bid conference will not be considered.** The purpose of this conference will be to clarify the contents of this bid in order to prevent misunderstanding of the Department's terms, conditions and specifications for this project. The conference will consist of a session wherein each page of the bid (including technical specifications) will be discussed. General questions as they relate to the specifications and plans for this project will be answered. Any material changes to the bid terms, conditions, plans, or specifications must be stated in writing in the form of an addenda issued through the Department's Purchasing Office (see section titled "ADDENDA").

**The cut off date for questions to be submitted will be May 26, 2010.**

**CONTRACT DOCUMENTS**

The construction, interpretation, and performance of this contract, and all transactions under it shall be governed by the laws of the State of Florida. The contract documents shall include all terms and conditions of the bid specifications, any addenda, bid proposal, and departmental contract issued as a result of this bid (see Attachment "A", Model Contract - Construction Contract).

**PERFORMANCE BOND**

Before final execution of the contract resulting from this Invitation to Bid, the contractor shall furnish the Department with a **Performance Bond in the amount of one-hundred percent (100%) of the BID PRICE.** This bond must be written by a Surety Company authorized to do business in the State of Florida and signed by a Florida Licensed Agent. The bond shall be furnished to the Department prior to final execution of the Construction Contract. The Construction Contract shall not be finalized by the Department until the Performance Bond is in place and approved by the Department's Contract Manager and Purchasing Office in writing.

The cost of the Performance Bond shall be borne by the contractor. The bond shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the bond on behalf of the Surety Company is a licensed Florida agent for the bonding company. In the usual case, the conferring of that authority has occurred prior to the date of the bond, and the document showing the date of appointment and enumeration of powers of the person executing the Bond is accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The date of that certification shall be dated the same as the bond. **Failure to comply with all provisions of this Agreement can result in vendor forfeiture of this Performance Bond. Failure to furnish the required Performance Bond or to execute the Construction Contract associated with this bid in a timely manner shall result in the forfeiture of the bid guarantee to the Department.**

**BID BOND**

Each bid shall be accompanied by a Bid Bond Guarantee payable to the Department in the amount of five percent (5%) of the Base Bid Price. The form of the Bid Guarantee can be written by a Surety Company authorized to do business in the State of Florida and signed by a Florida Licensed Agent. Bid Bond Guarantees of unsuccessful Bidders shall be returned following completion of the bid award posting period. The successful Bidder's Bid Guarantee shall be exchanged for a Performance Bond (See PERFORMANCE BOND) prior to final execution of the Construction Contract. If the successful Bidder fails to provide the required Performance Bond as specified, the Bid Guarantee shall be forfeited to the Department.

**BIDDER QUALIFICATIONS:****LICENSING**

Bidder must submit with their bid response proof of possessing an active license pursuant to Chapter 489, Part I, Florida Statutes applicable to this type work. **Failure to provide the required proof of qualification may result in rejection of bid.**

**REFERENCES**

Bidder shall provide with his bid a list of three (3) customers for whom they have provided similar services (project size and scope) within the last five (5) years. All references must be verified. It is the responsibility of the bidder to insure that all submitted references are verified. The Department will attempt to verify references once telephonically. If the reference does not return the Department's phone call within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the Department's phone call, the reference will be deemed unverified. Bids with one or more unverified reference will be disqualified. References which indicate unsatisfactory performance will result in disqualification of that bid. **References must be current or former clients of the bidding firm; the Department will not accept sub-contractor/proposed personnel or personal references of a member of the bidding firm as a substitute for bidder references (see REFERENCES FORM).** Past performance with the Department will constitute a reference whether listed or not, and will be used by the Department to determine the bidder's ability to perform services similar to those described in this Invitation to Bid in a satisfactory manner. Unsatisfactory past performance with the Department will result in rejection of that bid.

**LISTING OF SUBCONTRACTORS**

In order that the Department of Agriculture and Consumer Services (DACS) may be assured that only qualified and competent subcontractors will be employed on the project, the Contractor shall submit to DACS a list of subcontractors who will perform work. The Contractor shall have determined to his own complete satisfaction that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time, has successfully completed installations or renovations comparable to that which is required by these specifications and is qualified both technically and financially to perform the phase of this work for which he is listed. **Proof of any licenses or certifications required of subcontractors shall be submitted with the list of subcontractors by the Contractor.**

Any subcontractor(s) not listed and approved in the award of this bid will not be allowed to proceed with any work related to this project. Any subcontractor(s) proposed after the start of this project must be submitted in writing to the Department for approval. Work by the proposed subcontractor must not commence until the Department has given approval. The **"List of Subcontractors Form"** must be completed and included in each bid package, if applicable.

**STATE FIRE MARSHAL'S APPROVAL**

Florida Statute 255.25 requires that all plans and specifications for construction, alteration, or installation of new equipment, be reviewed by the State Fire Marshal's office for compliance with current Life Safety codes. The Department/Architect firm shall be responsible for obtaining State Fire Marshal approval prior to the commencement of any work by the Contractor. Any fees required by the State Fire Marshal for review are also the responsibility of the Department/Architect firm.

**CODES AND INSPECTIONS**

The Contractor is required to comply with all federal, state, and local laws, ordinances, rules, regulations, and codes that in any manner affect the work. Ignorance on the part of the Contractor will in no way relieve him from this responsibility. All inspections required to insure compliance with required codes are the responsibility of the Contractor, and must be accepted by the Contract Manager.

**SAFETY REQUIREMENTS**

Contractor shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standard thereunder. The specified safety regulations shall be enforced during the complete performance of the contract. The Contractor shall comply with the Department of labor, Occupational Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54). The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his equipment, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

**LIQUIDATED DAMAGES**

In the event the work is not completed on the completion date, and inasmuch as failure to complete the project within the time fixed in the bid will result in substantial injury to the Owner, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not substantially completed within the fixed time the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, one hundred dollars (\$100.00) for each calendar day elapsing between the date fixed for completion and the actual date of completion.

**PRODUCTS SUBMITTED FOR APPLICATION AND INSTALLATION**

Once products have been submitted, and approved by the Department's Architect firm And Project Manager, and Contractor commences work, Contractor shall not change the approved products at any time during the prosecution of this contract without prior written approval from the Project Manager (and architect firm). In the event such a change of products is made without the written approval, Contractor shall be charged the stipulated amount of liquidated damages for each day that such products were used and the entire area(s) where products were applied or installed shall be reworked completely and immediately using the approved products, all at the expense of the Contractor.

**PROHIBITION OF ASBESTOS**

No material containing asbestos shall be used. Certification from the Contractor that no such material was used in the project will be required before acceptance of the project by the Department. Contractor shall also forward a copy of this certification to Bureau of General Services, 3125 Conner Blvd., MA-1, Tallahassee, Florida 32399-1650.

**TOXIC SUBSTANCES**

When any toxic substance, as defined in Chapter 442, Florida Statutes, is used, it will be the responsibility of the successful bidder to post a notice, not only to his own employees, as required by the Chapter, but also post a notice in a conspicuous place at the job site, informing building occupants of the substance being used, and a material safety data sheet for their examination.

**TIME DELAYS**

If the Contractor is delayed at any time in the progress of the work by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes, he may submit a written request for additional time to complete the work, with supporting documentation. If DACS determines that the circumstances warrant an extension of time for completion of the Contract, the time will be granted for completion by Change Order for such reasonable time as DACS may determine. Oral requests for extensions will not be considered.

**WORK SCHEDULE**

The Contractor shall submit a proposed Work Schedule to the Project Manager at the time of the Pre-Construction Meeting. The schedule shall be in the form of a work schedule or a detailed report showing the following information:

A. For each area of work:

- (1) work dates
- (2) work shift time
- (3) number of employees on site
- (4) dates of start and completion per area of work

B. Any items of work which will delay the start or completion of the entire project.

C. Project completion and final inspection. The schedule shall be dated and signed by the Contractor.

Schedule of Values: The Contractor shall submit a Schedule of Values to the Project Manager at the time of the Pre-Construction Meeting. The schedule shall breakdown all the main areas of construction and total the contract price. Additionally, the Contractor will provide a breakdown of the Base Bid amount, for the Small Administration Building, by the cost for the Sitework and the cost of the Building.

**CONTRACTOR QUALITY CONTROL REQUIREMENTS**

The Contractor shall inspect all work during performance of the contract. Records shall be maintained of the inspections and tests. Surveillance of the inspection system will be performed by the DACS Project Manager.

**INSPECTION AND ACCEPTANCE**

Each phase of the services, including quality of work, rendered under this contract is subject to inspection by DACS during both the Contractor's operations and after completion of the tasks. When the Contractor is satisfied with completion of contract, all required inspections and approvals of permitting authorities have been received, and prior to acceptance of any phase of work, the Contractor shall submit a written request for an inspection to the Project Manager. If the Project Manager determines the work is sufficiently complete to warrant an inspection, one shall be performed.

**QUALITY OF MATERIAL**

Manufactured materials incorporated in the project shall be of first quality and shall meet all specifications. The Contractor shall submit manufacturer's certificate of compliance. Before placing an order for material, the Contractor shall obtain written approval from Division of Forestry's Contract Manager by submitting four (4) copies of a sufficient description of proposed material (specification, brand name, certificates, catalog cut sheets, etc.).

**AS BUILT DRAWINGS**

During the progress of the work, the Contractor shall require the plumbing, and electrical subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe and duct lines whether concealed or exposed which were not installed exactly as shown on the contract drawings. The Contractor shall record all drawing revisions that have been authorized by change order. Upon completion of the work, this data shall be recorded to a scale. All cost associated with as-built drawings shall be borne by the Contractor. Each drawing shall be noted "As-Built" and shall bear the date and name of the subcontractors that performed the work. Where the work was installed exactly as shown on the contract drawings the sheets shall not be disturbed except as noted above. The Contractor shall review the completed As-Built drawings and ascertain that all data furnished on the drawings are accurate and truly represent the work as actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the work, the Contractor shall furnish true elevations and locations, all properly referenced

by using the original bench mark used for the institution or for this project. Two sets of black-line prints shall be submitted to the Division of Forestry when completed at the time of final completion.

**DRAWINGS**

- A. The Department shall provide three (3) sets of plans upon award of a contract to the successful bidder.
- B. The Contractor shall be responsible for providing three (3) copies of shop drawings and submittals for approval to Dennis Reilly for the Division of Forestry portion of the project.

**FLORIDA MATERIALS/LABOR**

The Contractor's attention is called to Section 255.04 Florida Statutes, which requires that on public building contracts Florida products and labor shall be used wherever price and quality are equal.

**TAXES**

Although DACS is not subject to the Florida Sales and Use Tax any contractor who purchases materials and services which will be used in the construction of state-owned/operated buildings will not be exempt from the tax on these materials and services as evidenced by Florida Statutes.

**WEATHER CONDITIONS**

In the event of temporary suspension of work or during inclement weather or whenever the Department's Project Manager shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from weather. If, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

**WORKMANSHIP**

All work is to be accomplished by skilled craftsmen complimenting the trade involved; all material used is to be installed in strict accordance with the manufacturer's specifications. Improper installation or poor workmanship will not be accepted.

**CLEAN-UP**

Upon completion of the work the Contractor shall remove all trash and debris from the site and shall leave the premises clean and in a finished condition acceptable to the owner. All equipment removed during the course of the project must be disposed of by the Contractor. Departmental dumpsters are not to be used for the disposal of any products in relation to the completion of this project. All debris shall be hauled away and destroyed in an appropriate manner. No hauling fee(s), tipping fee(s), trash fee(s), hazardous waste fee(s) or other related garbage fee(s) shall be charged to the Department.

**MANUFACTURER WARRANTIES**

The vendor shall furnish manufacturer warranties with all equipment or materials purchased by the Department as a result of this bid.

**CONTRACTOR WARRANTY AND GUARANTEE**

The Contractor shall furnish to the Department a one (1) year written guarantee against any defects in materials and workmanship. This guarantee shall be in addition to any manufacturer's warranties. The guarantee shall be provided within ten (10) days from completion of the project. The one (1) year period will start upon satisfactory acceptance of the project by the Department.

**INSURANCE REQUIREMENTS**

The contractor shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the owner, nor shall the contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida through an authorized licensed Florida Agent.

**BUILDER'S RISK INSURANCE**

Contractor shall maintain, or cause to be maintained, Builder's Risk Insurance in an amount not less than the total cost of the insurable improvements being constructed, as approved by DACS, with responsible insurance companies legally authorized to transact business in Florida and with a Best's Insurance Guide Rating of B+ or better. DACS approval shall not be unreasonably withheld, conditioned or delayed.

**CERTIFICATE OF INSURANCE**

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after Notification of Award and prior to starting the contract.

A Certificate of Insurance shall be furnished by the contractor. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to the Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

1. Name of the insured contractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

**CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall take out and maintain during the life of the contract:

|                             |                                |
|-----------------------------|--------------------------------|
| Minimum limits of Liability | \$1,000,000.00 each occurrence |
|                             | \$2,000,000.00 aggregate       |

Including Bodily Injury, Property Damage and products and completed operations.

**CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE**

The contractor shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims which may arise from all operations performed under this agreement:

|                             |                       |
|-----------------------------|-----------------------|
| Minimum Limits of Liability | \$300,000.00 any auto |
|-----------------------------|-----------------------|

**WORKER'S COMPENSATION INSURANCE**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in Florida must use Florida rates, rules and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such

exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

**CONTRACTUAL LIABILITY-WORK CONTRACTS**

The contractor's liability policy shall include contractual liability coverage designed to protect the vendor from contractual liabilities assumed by the vendor in the performance of this contract.

**HOLD HARMLESS AND INDEMNIFY**

The Contractor shall hold harmless and indemnify to the fullest extent permitted by law, the State of Florida, DACS and/or DACS employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.

**INSURANCE, LOSS DEDUCTIBLE CLAUSE**

The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

**INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE**

The Contractor shall require each of his subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

**INDEPENDENT CAPACITY OF CONTRACTOR**

The Contractor, its officers, agents and employees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State.

**INVOICING AND PAYMENT**

Payment will be made by State Government Warrant upon completion of the project or as specified in **APPLICATIONS FOR PAYMENT** section of this bid. Invoices must be submitted in triplicate in sufficient detail to allow for proper pre-audit and post-audit thereof, to the Department's Project Manager. The Department will then place the invoice in line for payment. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contractor's rights and the state agency's responsibility concerning interest penalties and time limits for payment of invoices (**see Attachment B, NOTIFICATION OF VENDOR OMBUDSMAN'S NAME AND TELEPHONE NUMBER**).

**APPLICATIONS FOR PAYMENT****1. SUMMARY**

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.

## 2. SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule. Coordination: The Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with preparation of the Contractor's Construction Schedule.

1. Submit the Schedule of Values to the Owner at the earliest possible date, but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.

## 2. APPLICATIONS FOR PAYMENT

- a. Each Application for Payment shall be consistent with previous applications and payments as certified by the Owner.
- b. Payment-Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days prior to the date for each progress payment.
- c. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. Use forms provided by the Owner. As provided on this form, a 10% retainer will be withheld from each payment and released at completion of the project upon final approval and acceptance by the Owner.

## **SUBSTANTIAL COMPLETION**

Substantial Completion shall mean that the project has been issued a Certificate of Completion from the local permitting agency. An inspection will be performed and the Contractor will have 30 days in which to complete any final punchlist items prior to final close out of the project.

## **CERTIFICATE OF CONTRACT COMPLETION**

Contractor is required to submit, upon completion of this project, an original notarized copy of the Certificate of Contract Completion. This form certifies that all materials, labor and other charges against this project have been paid in accordance with the contract; that no liens have been attached against the project; that all Worker's Compensation claims have been settled and that no public liability claims are pending.

This form must be submitted to the Department with the invoice before payment will be made (**See Attachment C, CERTIFICATE OF CONTRACT COMPLETION/ CONTRACTOR'S AFFIDAVIT**).

## **FINAL PAYMENT**

Before final payment is made, all warranties, invoices and Certificate of Contract Completion Form (**Attachment C**) shall be provided to DACS. Any damage to structure or furnishing shall be repaired or replaced by Contractor before invoicing or request for final payment. In accordance with Section 215.422 Florida Statutes, DACS shall have cause to pay to the Contractor the entire unpaid balance of the contract award amount.

**DRUG-FREE WORKPLACE**

Preference shall be given to the bid certifying a drug-free workplace has been implemented in accordance with Section 287.087, Florida Statutes. Whenever two or more equal bids, which 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 certified that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bid will be followed if none of the tied vendors have a drug-free workplace program. **See Attachment D CERTIFICATION STATEMENT.** If applicable, please sign and return with your bid response.

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**

Any person submitting a response to this bid **MUST** execute the enclosed form DACS-01522, CERTIFICATION REGARDING LOBBYING AND DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS, and enclose it with his/her bid or proposal (**see Attachment E**). The certification for Lobbying is required by 7 CFR Part 3018 for expenditures \$100,000 and above. The certification for Debarment and Suspension and Other Responsibility Matters is required by 7 CFR Part 3017 for expenditures \$25,000 and above.

**AWARD OF IDENTICAL (TIE) BIDS**

In the event that identical bids are received, preference shall be given to the bid certifying a drug-free workplace has been implemented in accordance with Section 287.087, F.S. Award shall be determined by using the number of valid vendor complaints on file or by lot; except that the bid/proposal which relates to commodities manufactured within this State shall be given preference and the bid of any foreign manufacturer with a factory in the State employing over 200 employees working in the State shall have preference over the bid of any other foreign manufacturer.

**PUBLIC ENTITY CRIMES**

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

**EMPLOYMENT OF UNAUTHORIZED ALIENS**

Pursuant to Executive Order 96-236, effective October 1, 1996, the following standard provision shall apply to any contract awarded as a result of this Invitation to Bid:

The employment of unauthorized aliens by any Contractor is considered a violation of section 274A(e) of the Immigration and Nationality Act. If Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

**DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact any business with any public entity.

**ANNUAL APPROPRIATIONS**

The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**DISQUALIFICATION OF BIDDERS**

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one bid for the same work will cause the rejection of all bids in which such Bidders are believed to be interested.

Any or all bids will be rejected if there is reason to believe that collusion exists among the Bidders and no participants in such collusion will be considered in future bids for the same work. Falsifications of any entry made on the bidder's bid will be deemed a material irregularity and will be grounds for rejection.

**REJECTION OF BIDS**

DACS reserves the right to reject any and all bids when such rejection is in the interest of the State of Florida, and to reject the bid of a bidder who DACS determines is not in a position to perform the Contract.

**LATE BIDS**

Bids received by the Department after the bid opening time and date will be rejected as untimely and will not be opened. A late bid notice will be sent to the bidder upon the posting of Award Notice with instructions for its return. Unclaimed late bids will be destroyed after 45 days. Offers from vendors listed on the Department's posted Award Notice are the only offers received timely in accordance with the Department's bid opening time and date.

**TERMINATION OF CONTRACT**

DACS reserves the right to terminate the contract, or any portion thereof, for good cause at any time upon written notice to the Contractor. A determination of good cause to terminate the contract may include but is not limited to the following:

1. A single breach of contract of such severe nature as to indicate the inability or unwillingness of the Contractor to perform with a satisfactory degree of quality and promptness; or
2. A series of deficiencies indicating either (a) willful or (b) negligent and persistent inattention to safety or to compliance with applicable codes; or
3. Repetitious failure to make corrections or to otherwise perform after request; or
4. Bankruptcy or insolvency of the Contractor; or
5. Death or disability of contractor's personnel such that Contractor will not be able to perform with the appropriate degree of promptness and quality; or
6. Any other condition or circumstances that will prevent Contractor from performing with the appropriate degree of promptness and quality; or
7. Refusal by the Contractor to allow public access to all documents, letters, or other material subject made or received by the Contractor in conjunction with this contract or subject to the provisions of Chapter 119, Florida Statutes.

**BIDDING INSTRUCTIONS**

In addition to signing, there by acknowledging, the General Instructions to Respondents (PUR 1001) and the General Contract Conditions (PUR 1000) attached to the bid, each bidder must complete the attached Bid Price Sheet in its entirety. By affixing a manual signature to the Bid Price Sheet, the bidder states that he/she has read all the provisions of the bid package and agrees to the terms, conditions and specifications contained therein. **BID RESPONSES BY FAX WILL NOT BE ACCEPTED BY THE DEPARTMENT. BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AS SPECIFIED HEREIN.**

**BID PRICE SHEET**

Bidder shall provide firm fixed total price for the base bid and alternates as specified herein for the entire scope of work including all costs of materials, equipment, all necessary labor, transportation and any other costs associated with this project on the Bid Price Sheet. The Department will not accept any costs for travel or other costs not included in the bid price.

**EVALUATION AND AWARD**

The Department reserves the right to award to the lowest responsive bidder based upon the firm fixed total price for the BASE BID and ALTERNATE 1 or any combination thereof, for the project as specified herein as specified herein. As the best interest of the state may require, the right is reserved to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. Any further clarification, if necessary, will be by written addendum. All other provisions of the Awards paragraph, General Conditions, shall prevail.

The Department reserves the right to award, or not award, contract(s) based on the availability of funds.

**INTERPRETATIONS/DISPUTES**

Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Office for receipt no later than 10 days prior to the bid opening. No interpretation shall be considered binding unless provided in writing by the Department's Purchasing Director in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision shall file with the agency a Notice of Protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights or further negotiation, or modifying or amending any contract, the Notice of Protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall state with particularity the facts and law upon which the protest is filed.

**POSTING OF BID TABULATIONS**

Tabulations with recommended award(s) will be posted for review by interested parties on the Florida Bid System at <http://myflorida.com>, click on Business, Doing Business with the State of Florida, Everything for Vendors and Customers, Vendor Bid System, Search Advertisements. Tabulation will remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Failure to file the proper bond at the time of filing the formal protest will result in denial of the protest.

**FINAL APPROVAL**

Notwithstanding any other provision of these specifications, the final approval of the work envisioned by this Contract is vested in the Division of Plant Industry, Department of Agriculture and Consumer Services.

**QUESTIONS**

Questions regarding the bidding procedures may be directed to:

Christie Hutchinson, Purchasing Director  
Department of Agriculture - Purchasing Office  
Bureau of General Services  
407 South Calhoun St., SB-8 Mayo Building  
Tallahassee, Florida 32399-0800  
Telephone: (850) 617-7181  
Email: [hutchic@doacs.state.fl.us](mailto:hutchic@doacs.state.fl.us)

No negotiations, decisions, or actions shall be initiated or executed by the bidder as a result of any discussion with any purchaser or Departmental employee. Only those communications which are in writing from the Department's Purchasing Office may be considered as a duly authorized expression on behalf of the purchaser. Also, only communications from the bidders which are signed and in writing will be recognized by the purchaser as duly authorized expressions on behalf of the bidder.

Any questions, correspondence or contact with the Department initiated by the bidder after the bid opening date and prior to posting of intended award must be directed to the Purchasing Office, attention Purchasing Director. Department personnel will not discuss bids or proposed contract activities with bidders during the bid evaluation period. The Department will not accept any revisions or additions to any bid after the bid opening date.

**ADDENDA**

Any Change to supplement, modify or interpret any portion of the Bidding Documents during the bidding period, will be accomplished by the issuance of written Addenda to the Bidding Documents which will be delivered or mailed to all prospective bidders. No interpretation of the meaning of the Drawings, Specifications or other Bidding Documents and no correction of any apparent ambiguity, inconsistency or error therein will be made orally. Every request for such interpretation and supplemental instruction will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by DACS Purchasing Director in writing shall be binding, and prospective bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the Bidding Documents.

**CHANGES TO CONTRACT**

The Contractor's performance of work necessary to complete the project is specified herein. Should conditions alter the nature and extent of the work specified in the bidding and contract documents cause greater or less cost and/ or time to perform the work specified, an adjustment shall be made by means of a written change order to the contract cost and/or time. It is in the best interest of the State that the project contractor perform changes in the work and that bidding not be required if:

- A. Contractor's performance and capability remain satisfactory at time of proposed change order.
- B. The change is within the general scope of the contract and the contract contains a method of calculating overhead and profit caused by change orders.
- C. The change will reduce either the scope or size of the project or the contract amount.
- D. The change is an integral part of the project and is necessary to correct an unanticipated condition which is necessary to permit the construction to continue and the contractor will agree to a reasonable negotiated increase in the contract price. The Department will make a determination of the best interest of the State on the basis of these criteria for each proposed change in work.



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

**REFERENCES**

CHARLES H. BRONSON  
COMMISSIONER

As per the requirements of bid special condition References, each bidder is required to submit the names, addresses, and telephone numbers for the required three (3) references. References shall be listed below.

In order for your bid to be considered responsive this form must be completed and included in your bid package.

1. CLIENT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_ (\_\_\_\_) \_\_\_\_\_

2. CLIENT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_ (\_\_\_\_) \_\_\_\_\_

3. CLIENT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_ (\_\_\_\_) \_\_\_\_\_



Florida Department of Agriculture and Consumer Services  
Bureau of General Services

**LIST OF SUBCONTRACTORS**

CHARLES H. BRONSON  
COMMISSIONER

Listed below are the names, addresses and telephone numbers of any/all subcontractors that will perform work related to this contract.

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_

DACS-01221 05/01

**BID NUMBER: ITB/DF-09/10-80**

**OPENING DATE: JUNE 16, 2010 @ 2:00 P.M.**



CHARLES H. BRONSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

**CERTIFICATION OF SITE VISITATION**

**FOR:** **BID NUMBER: ITB/DF-09/10-80**

**TITLE:** **CONSTRUCTION OF BUILDING FACILITIES AT THE SEBRING FORESTRY STATION**

**LOCATION:** **Sebring Forestry Station  
8036 CR 17 South  
Sebring, Florida**

**OPENING DATE:** **June 16, 2010 @ 2:00 P.M.**

This certifies that \_\_\_\_\_  
(NAME)

representing \_\_\_\_\_  
(COMPANY NAME)

has visited property site on \_\_\_\_\_  
(DATE)

In order for a bid to be considered, this **CERTIFICATION** must be completed and included in your bid package.

---

**Department of Agriculture and Consumer Services**

**Department Representative:** \_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE)

DACS-01067 3/01

## BID PRICE SHEET

**DESCRIPTION**

**FIRM FIXED  
TOTAL PRICE**

Furnish All Labor and Materials Necessary For Construction of the Smaller Administration Building, the Equipment Building, and the Site Work for the Sebring Forestry Station as Specified Herein

\$\_\_\_\_\_

**ADD ALTERNATE NO. 1:** Addition of the 12' x 30' room on the end of the Administration Building as specified herein. Add Alternate No. 1 should be bid as the amount to add the additional room (not the amount for the whole building with the room).

\$\_\_\_\_\_

By affixing signature to this **BID PRICE SHEET**, vendor acknowledges reading and agrees to accept all terms, provisions, and conditions in this Request for Quotation.

**BIDDER NAME:** \_\_\_\_\_

**SIGNATURE (MANUAL):** \_\_\_\_\_

**SIGNATURE (PRINTED):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_

**FEID/SSN:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

**\*\*\*Please submit two (2) copies of all bid documents, including Bid Price Sheet.\*\*\***



CHARLES H. BRONSON  
COMMISSIONER

## ATTACHMENT A

### Florida Department of Agriculture and Consumer Services Bureau of General Services

#### AGREEMENT BETWEEN DEPARTMENT AND CONTRACTOR

STATE PROJECT NO.: \_\_\_\_\_  
STATE MINORITY VENDOR DESIGNATION \_\_\_\_\_

DACS PROJECT NAME AND LOCATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### THIS AGREEMENT

made this \_\_\_\_\_ day of \_\_\_\_\_ in the  
year \_\_\_\_\_.

#### BY AND BETWEEN

Florida Department of Agriculture and Consumer Services  
hereinafter called the Department, and

\_\_\_\_\_ hereinafter  
called the Contractor.

The Department and the Contractor agree as set forth below.

**ARTICLE 1. THE CONTRACT DOCUMENTS** - The Contract Documents consists of this Agreement, the Contractor's proposal, all terms, conditions, and specifications of the Invitation to Bid, Drawings, and all Addenda issued prior to execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the drawings, specifications and addenda is as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

#### CONTRACTOR

APPROVED:

By: \_\_\_\_\_  
Corporate President's Signature

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary's Signature

AS WITNESSED:

By: \_\_\_\_\_  
Witness

CORPORATE SEAL  
DACS-01046 05/01

DRAWINGS: \_\_\_\_\_  
\_\_\_\_\_

SPECIFICATIONS: \_\_\_\_\_  
\_\_\_\_\_

ADDENDA: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of a conflict in the provisions of said Contract Documents, or any of them that are not an allowed and intentional modification or Change Order, the provisions of the Invitation to Bid shall control.

**ARTICLE 2. THE WORK** - The Contractor shall perform all the work required by the Contract Documents for items as specified in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 3. CONTRACT SUM** - The Department shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order as provided in the Conditions of the Invitation to Bid, in current funds, the Contract Sum of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

APPROVED:

By: \_\_\_\_\_  
Director of Administration

AS WITNESSED:

By: \_\_\_\_\_  
Witness

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Office of the General Counsel

**ATTACHMENT B**

**STATE OF FLORIDA**

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

**NOTIFICATION OF VENDOR OMBUDSMAN'S NAME  
AND TELEPHONE NUMBER**

Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and service, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty of .02740 percent per day will be due and payable, in addition to the invoice amount, to the vendor. Payments to health care providers for hospital, medical or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, and the daily interest rate is .03333 percent. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.



# ATTACHMENT C

Florida Department of Agriculture and Consumer Services  
Bureau of General Services

## CERTIFICATE OF CONTRACT COMPLETION

CHARLES H. BRONSON  
COMMISSIONER

Agency: Department of Agriculture and Consumer Services Project No.: \_\_\_\_\_  
Project Description: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Contract For: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Total Amount: \$ \_\_\_\_\_

### CONTRACTOR'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above named contract and all amendments thereto has been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workman's Compensation claims are covered by Workman's Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

Name

Subscribed and sworn to before me at

Title

This \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_

(Title) \_\_\_\_\_

### CERTIFICATE BY INSTITUTION OR AGENCY

I CERTIFY: That, to the best of my knowledge and belief, the work on the above named project has been satisfactorily completed under the terms of the contract; and that the project is satisfactory for occupancy by this institution or agency.

INSTITUTION OR AGENCY: \_\_\_\_\_

BY: \_\_\_\_\_

Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



CHARLES H. BRONSON  
COMMISSIONER

## ATTACHMENT D

### Florida Department of Agriculture and Consumer Services Bureau of General Services

#### DRUG-FREE WORKPLACE PROGRAM - BIDDER CERTIFICATION

**IDENTICAL TIE BIDS - 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 procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:**

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under 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 contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in 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.

---

**VENDOR'S SIGNATURE**

**ATTACHMENT E**

CHARLES H. BRONSON  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Division of Administration

**CERTIFICATION REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS  
FOR EXPENDITURE OF FEDERAL FUNDS**

**LOBBYING**

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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 Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_  
PRINTED NAME/TITLE OF REPRESENTATIVE

\_\_\_\_\_  
CONTRACT / PURCHASE ORDER NUMBER

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE / DATE

DACS-01522 03/09

EXHIBIT 1

# **SPECIFICATION**

**FOR**

## **SEBRING FORESTRY STATION**

8036 County Road 17 South, Sebring, Florida 33807

## **ADMINISTRATION BUILDING & RANGER ROOM, STORAGE & EQUIPMENT BUILDING**

William L. Ervin

Architect - Planner – Consultant

1022 Marys Drive, Tallahassee, Florida

Florida License: #AR0006386



**STATE OF FLORIDA**

**DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

CHARLES H. BRONSON, COMMISSIONER



**DIVISION OF FORESTRY**

JAMES R. KARELS, DIRECTOR

**FOREST RESOURCE PLANNING & SUPPORT SERVICES BUREAU**

**CONSTRUCTION SECTION**

3125 CONNER BOULEVARD, TALLAHASSEE, FLORIDA 32399-1650

Telephone: (850) 414-0836

April 26, 2010

Specifications For: Sebring Forestry Station  
Administration Office Building and  
Ranger Room, Storage & Equipment Building  
Highlands County, Sebring, Florida

## **INDEX to the SPECIFICATIONS**

### **ADMINISTRATION OFFICE BUILDING**

#### **DIVISION 1 – GENERAL REQUIREMENTS**

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| SECTION 01001 - Enumeration of Contract Documents                   | Page 02 |
| SECTION 01002 - Safety on Site                                      | Page 02 |
| SECTION 01010 - Summary of the Work                                 | Page 03 |
| SECTION 01012 – Code Review, FBC-B & FFPC-NFPA-101-Life Safety Code | Page 03 |

#### **DIVISION 2 – SITE WORK**

|                                  |         |
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| SECTION 02010 - Site Conditions  | Page 06 |
| SECTION 02930 - Site Landscaping | Page 07 |

#### **DIVISION 3 – CONCRETE**

|                                      |         |
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| SECTION 03250 - Concrete Accessories | Page 07 |
| SECTION 03300 - Concrete             | Page 07 |

#### **DIVISION 4 – MASONRY**

(Not Included)

#### **DIVISION 5 – METAL**

(Not Included)

#### **DIVISION 6 – CARPENTRY**

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|----------------------------------------------|---------|
| SECTION 06050 - Fasteners & Adhesives        | Page 07 |
| SECTION 06112 - Framing & Sheathing          | Page 07 |
| SECTION 06193 - Plate Connected Wood Trusses | Page 08 |
| SECTION 06200 - Finish Carpentry             | Page 08 |

#### **DIVISION 7 – THERMAL & MOISTURE PROTECTION**

|                                             |         |
|---------------------------------------------|---------|
| SECTION 07460 - Soffits & Siding            | Page 08 |
| SECTION 07611 - Custom Metal Roofing        | Page 08 |
| SECTION 07620 - Sheet Metal Flashing & Trim | Page 09 |
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#### **DIVISION 8 – DOORS & WINDOWS**

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| SECTION 09110 – Steel Doors & Frames | Page 09-12 |
| SECTION 08200 - Door Units           | Page 12    |
| SECTION 08710 - Door Hardware        | Page 12    |
| SECTION 08560 - Windows              | Page 12    |

#### **DIVISION 9 – FINISHES**

|                            |         |
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| SECTION 09300 - Floor Tile | Page 12 |
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#### **DIVISION 10 – SPECIALITIES**

|                                    |         |
|------------------------------------|---------|
| SECTION 10440 – Fire Extinguishers | Page 12 |
|------------------------------------|---------|

#### **DIVISION 11 – EQUIPMENT**

(Not Included)

#### **DIVISION 12 – FURNISHINGS**

(Not Included)

#### **DIVISION 13 – SPECIAL CONSTRUCTION**

(Not Included)

#### **DIVISION 14 – CONVEYING SYSTEMS**

(Not Included)

#### **DIVISION 15 – MECHANICAL (HVAC) & PLUMBING**

|                                         |            |
|-----------------------------------------|------------|
| SECTION 15400 - Plumbing Supply & Waste | Page 12    |
| SECTION 15410 - Plumbing Fixtures       | Page 12-13 |
| SECTION 15700 - Mechanical (HVAC)       | Page 13    |

#### **DIVISION 16 – ELECTRICAL**

|                                               |         |
|-----------------------------------------------|---------|
| SECTION 15410 - Electrical General Conditions | Page 14 |
|-----------------------------------------------|---------|

Specifications For: Sebring Forestry Station  
Administration Office Building and  
Ranger Room, Storage & Equipment Building  
Highlands County, Sebring, Florida

(Continued)

**DIVISION 01 – GENERAL REQUIREMENTS**

**SECTION 01001 – ENUMERATION OF THE CONTRACT DOCUMENTS**

**Administration Building**

| <u>Sheet</u> | <u>Title</u> | <u>Content</u>                                                                |
|--------------|--------------|-------------------------------------------------------------------------------|
| 01 of 18     | -----        | COVERIndex, Bldg Design Summery, Wind Load Criteria                           |
| 02 of 18     | A-01         | Base Administration Building Floor Plan                                       |
| 03 of 18     | A-01.1       | Alternate Adm. Building Floor Plan W/ Ranger Room                             |
| 04 of 18     | A-02         | Base Administration Building Ext. Elevations                                  |
| 05 of 18     | A-02.1       | Alternate Adm. Building Ext. Elevations W/ Ranger Room                        |
| 06 of 18     | A-03         | Base & Alt. Administration Building Typical Wall Sections & Details           |
| 07 of 18     | S-01         | Base Administration Building Foundation, Roof Framing, Wall Sections          |
| 08 of 18     | S-01.1       | Alternate Adm. Bldg. & Ranger Room Foundation, Roof Framing & Wall sections   |
| 09 of 18     | M-01         | Base Administration Building Mechanical (HVAC) Plan & Details                 |
| 10 of 18     | M-01.1       | Alternate Adm. Bldg Mechanical (HVAC) Plan & Details W/ Ranger Room           |
| 11 of 18     | P-01         | Base & Alt. Administration Bldg. Plumbing, Supply & Waste, Risers & Schedules |
| 12 of 18     | E-01         | Administration Bldg. Electrical Power & Lighting Plan, Risers & Details       |
| 13 of 18     | E-01.1       | Alternate Adm. Bldg. Electrical Power & Lighting Plan, Riser & Details        |

**Ranger Room, Storage & Equipment Building**

|          |      |                                                                       |
|----------|------|-----------------------------------------------------------------------|
| 14 of 18 | A-01 | Equipment Building Floor Plan                                         |
| 15 of 18 | A-02 | Equipment Building Exterior Elevations                                |
| 16 of 18 | S-01 | Equipment Building Foundation W/ Vehicle Slab, Roof Framing & Details |
| 17 of 18 | P-01 | Equipment Building Plumbing Plan & Riser Diagram                      |
| 18 of 18 | E-01 | Equipment Building Electrical Plan & Riser Diagram                    |

**EXHIBITS AS A PART OF THE CONTRACT PERMIT DOCUMENTS:**

**Exhibit “2”** - Site Civil Engineering Plans & Specifications as prepared by, EMK Consulting Engineers, Inc.

**Exhibit “3”** – “Subsurface Soil Exploration Analysis & Recommendations” as prepared by, Ardaman & Assoc. Inc.

**ATTACHMENTS TO: CONTRACTORS PERMIT DOCUMENTS**

1. (FBC-B) Chapter 13, Energy Calculations – TO BE PROVIDED BY MECHANICAL SUB-CONTRACTOR
2. (NEC – General Branch-Circuit, Feeder & Service load calculation verification – TO BE PROVIDED BY ELECTRICAL SUB-CONTRACTOR

**SECTION 01002 - SAFETY ON SITE**

- Contractor shall give product safety information to all on site.
- Only qualified, experienced workers are to be used.
- Protect the public from the work with adequate barriers and signs.
- Protect the designated natural site features from the work with adequate barriers.
- Follow plans, specifications and all regulatory agency requirements.
- Do not leave nails or other objects on site.
- Clean up and remove all debris daily.

Specifications For: Sebring Forestry Station  
Administration Office Building and  
Ranger Room, Storage & Equipment Building  
Highlands County, Sebring, Florida

(Continued)

**SECTION 01010 - SUMMARY OF THE WORK**

1. Work shall consist Site Improvements and Construction of two (2) new structures as follows:
  - a. Site work as directed by Civil Engineering documents provided by EMK Consultants of Florida, Inc.
  - b. **Office Building** (1,200sf) base bid or (1,560sf) alternate bid, intended for general business administration activities and field management services.
  - c. **Open Storage Barn** intended for forestry fire engine parking (3,600sf) and storage of related fire control equipment (1,440sf). Performing basic equipment safety inspections, equipment testing and minor upkeep. Ranger Room (500sf) and Enclosed Storage Room (940sf). This is not intended as a Fire District Maintenance & Repair Garage.
2. Work shall to be done in accordance with applicable federal, state & local laws, ordinances, rules, regulations, codes, standards and manufactures recommendations.
3. Contractor shall verify dimensions and conditions prior to start of construction.
4. Contractor shall make no changes without prior approval of the architect.
5. Contractor shall notify the DOF Project Manager, Dennis Reilly, Jr. Phone (850) 414-0838, Fax (850) 414-7776 in writing of any discrepancy or inconsistency that may require a clarification determination.
6. Contractor shall submit shop drawings, samples, etc., within 15 days of notice to proceed.
7. Contractor shall provide (3) three, properly identified to the project, 3-ring binders containing all Manufacture equipment warranties, written guaranties, operating instructions, maintenance recommendations and all other Contractor and/or Sub-Contractor material and/or workmanship warranties or guaranties.
8. Manufactures listed are descriptive not restrictive: With prior written approval of the Owners Agent the Contractor may submit for approval products that meet or exceed the applicable specification.

**SECTION 01012 – CODE REVIEW SUMMARIES**

**1. FLORIDA FIRE PREVENTION CODE - (2007 FFPC – 2006 NFPA 101) Review Summary**  
**CODE ANALYSIS - District Vehicle Storage Barn.**

The Storage Barn is constructed as a **Type IV – (6,480sf) Heavy Timber** facility include a **Group S-2 (3,600sf) Open Repair Garage**, a **Group S-2 (1,440sf) Open Vehicle Equipment Shed**, a **Group B (500sf) Enclosed Ranger Room with Toilet**, and a **Group S-2 (940sf) Enclosed Hand Tools & Misc. Storage**.

**CHAPTER 3: Definitions**

**3.3 General Definitions**

**3.3.168 Occupancy**

**3.3.168.14 Separated Occupancy.** A multiple occupancy where the occupancies are separated by fire resistant-rated assemblies.

**3.3.168.15\* Storage Occupancy.** An occupancy used primarily for the storage or shelving of goods, merchandise, products, **vehicles**, or animals.

**3.3.240\* Structure.** That which is built or constructed.

**3.3.240.6 Open Parking Structure.**

(1) A structure used for parking or storage of motor vehicles that have:

Specifications For: Sebring Forestry Station  
Administration Office Building and  
Ranger Room, Storage & Equipment Building  
Highlands County, Sebring, Florida

(a) At least 50% clear height, open the full length of at least two walls excluding columns. Interior wall lines and column lines shall be at least 20% open and uniformly distributed.

(Continued)

**CHAPTER 6: Classification of Occupancy and Hazard of Contents**

**6.1 Classification of Occupancy**

**6.1.13 Storage.** For requirements, see Chapter 42.

**6.1.14. Multiple Occupancies.**

**6.1.14.1 General**

**6.1.14.1.1** Multiple occupancies shall comply with the requirements of 6.1.14.1 and one of the following: (1) Mixed Occupancies – 6.1.14.3

**6.1.14.3 Mixed Occupancies**

**6.1.14.4 Separated Occupancies**

**6.1.14.4.1** Where separated occupancies are provided, each part of the building comprising a distinctive occupancy, as described in this chapter, shall be completely separated from other occupancies by fire-resistive assemblies as specified in 6.1.14.4.2, 6.1.14.4.3, & Table 6.1.14.4.1(a) & Table 6.1.14.4.1(b).

**Table 6.1.14.1(b) 2-hour.**

**6.1.14.4.2** Occupancy separations shall be classified as --- 2-hour fire resistance-rated or 1-hour fire resistance-rated & shall meet the requirements of Chapter 8.

**Chapter 11: Special Structures and High-Rise Buildings**

**11.2 Open Structures**

**11.2.3 Protection**

**11.2.3.2 Protection from Hazards.** Every open structure, other than those structures with only occasional occupancy, shall have automatic, manual or other protection that is appropriate to the particular hazard.

**Chapter 42: Storage Occupancies**

**42.1 General Requirements**

**42.1.1 Application**

**42.1.1.2\* Definition - Storage Occupancy.** (See 3.3.168.15)

**42.1.2 Multiple Occupancies.** All multiple occupancies shall be in accordance with 6.1.14.

**42.1.3 Special Definitions.** Special terms applicable to this chapter are defined in Chapter 3.

**42.8 Special Provisions for Parking Structures**

**42.8.1 Special Provisions for Parking Structures**

**42.8.1.3 Definition – Open Parking Structure.** (See 3.3.240.6)

**42.8.1.5 Classification of Hazard of Contents.** Parking structures used only for the storage of vehicles shall be classified as ordinary hazard in accordance with Section 6.2.

**42.8.1.6 Minimum Construction Requirements.** (No requirements)

**42.8.1.7 Occupancy Load.** (No requirements)

Specifications For: Sebring Forestry Station  
Administration Office Building and  
Ranger Room, Storage & Equipment Building  
Highlands County, Sebring, Florida

(Continued)

**42.8.2 Means of Egress Requirements**

**42.8.2.5 Arrangement of Means of Egress**

**42.8.2.5.1** A common path of travel shall be permitted for the first 50' from any point in the parking structure.

**42.8.2.5.2** Dead ends shall not exceed 50'

**Table 42.8.2.6 Maximum Travel Distance to Exits**

| <b>Level of Protection</b>                                                                                        | <b>Open Parking Structure</b> |
|-------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Not protected throughout by an approved<br>Supervised automatic sprinkler system in<br>Accordance with 9.7.1.1(1) | 300'                          |

**42.8.3 Protection**

**42.8.3.4 Detection, Alarm and Communications Systems.**

**42.8.3.4.1 General** A fire alarm system shall be required in accordance with Section 9.6 for parking structures, except as modified by 42.3.4.1.1, 42.3.4.1.2 and 43.3.4.1.3.

**42.8.3.4.1.2** Open Parking Structures shall not be required to have a fire alarm system.

**42.8.3.5 Extinguishing Requirements.** (No Requirements).

----- End of FFPC – 101 Life Safety Code Review -----

**2. FLORIDA BUILDING CODE - (FBC-B) REVIEW SUMMARY**

**CODE ANALYSIS - District Vehicle Storage Barn.**

The Storage Barn is constructed as a **Type IV – (6,480sf) Heavy Timber** facility include a **Group S-2 (3,600sf) Open Vehicle Parking/Storage Barn**, a **Group S-2 (1,440sf) Open Vehicle Equipment Storage Shed**, a **Group B (500sf) Enclosed Ranger Room with Toilet**, and a **Group S-2 (940sf) Enclosed Hand Tools & Misc. Storage Room**.

**CHAPTER 3: USE AND OCCUPANCY CLASSIFICATION**

**SECTION 304 – BUSINESS GROUP B**

**304.1 Business Group B (500) occupancy includes**, among others, the use of a building or structure or a portion thereof, for office, professional service-type transactions, including storage of records and accounts.

**SECTION 311 – STORAGE GROUP S**

**311.3 Low-hazard storage, (940) Group S-2.** Enclosed hand tools & misc. storage room.

**1.2 Moderate-hazard storage, (3,600sf) Group S-2.** Open Vehicle Parking/Storage Barn complying within maximum allowable quantities of hazardous materials listed in Table 307.1(1).  
complying within maximum allowable quantities of hazardous materials listed in Table 307.1(1).

**311.3 Low-hazard storage, (1440) Group S-2.** Open vehicle equipment shed complying within maximum allowable quantities of hazardous materials listed in Table 307.1(1).

Specifications For: Sebring Forestry Station  
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(Continued)

**CHAPTER 4: SPECIAL DETAILED REQUIREMENTS BASED ON USE AND OCCUPANCY**

**SECTION 406 MOTOR-VEHICLE-RELATED OCCUPANCIES**

**406.3 Open parking garages.**

**406.3.2 Definition**

**OPEN PARKING GARAGE.** A structure or portion of a structure with the openings as described in Section 406.3.3.1 on two or more sides that is used for the parking or storage of private motor vehicles as described in section 406.3.4.

**406.3.3 Construction.** Open parking garages shall be of type I, II, or IV construction ---

**406.3.5 Area and height.** Area and height of open repair garages shall be limited as set forth in Chapter 5 for Group S-1 occupancies and as further provided for in Section 508.3.

**CHAPTER 5: GENERAL BUILDING HEIGHTS & AREAS**

**SECTION 508 MIXED USE AND OCCUPANCY**

**508.3 Mixed Occupancies.**

**508.3.3 Separated occupancies.** Buildings or portions of buildings that comply with the provisions of this section shall qualify as separated occupancies.

**508.3.3.1 Occupancy Classification.** Separated occupancies shall be individually classified in accordance with Section 302.1. Each fire area shall comply with this code based on the occupancy classification of that portion of the building.

**508.3.3.4 Separation.** Individual occupancies shall be separated from adjacent occupancies in accordance with Table 508.3.3.

**CHAPTER 6: TYPES OF CONSTRUCTION**

**SECTION 602 CONSTRUCTION CLASSIFICATION**

**602.1 General.** Buildings shall be classified in one of the five construction types defined in Section 602.2 through 602.5.

**602.4 Type IV.** Type IV Construction (Heavy Timber, HT) ---.

**CHAPTER 9: FIRE PROTECTION SYSTEMS**

**SECTION 903 – AUTOMATIC SPRINKLER SYSTEMS**

**(F) 903.2.8.1 Group S-1. Repair Garages.** (1) Building is one-story. (2) Building including fire area repair garage is less than 12,000sf. (3) Building Has No Basement. (Group S-1. Repair Garage is referenced because there is no direct consideration for open vehicle parking/storage occupied occasionally during day time business hours and is not occupied at all after regular working hours, similar to repair garages.)

----- End of FBC-B Code Review -----

**DIVISION 02 – BUILDING SITE WORK**

**SECTION 02010 – SITE CONDITIONS**

1. Site will be finished to within one (1'-0") foot of buildings finished floor elevations. See Ardaman & Associates, Inc. report, Including Structural Analysis, Soils Analysis, Foundation Design and Soil Preparation Recommendations.
2. Contractor shall provide clean compacted foundation fill as required.
3. Contractor shall provide final grading and landscape ground covering for prevention of erosion within ten (10'-0") feet of the new Administration building upon its completion.
4. Contractor is responsible for the repair of any disrupted or damaged areas of the surrounding site that may be caused by contracted construction activities.

Specifications For: Sebring Forestry Station  
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(Continued)

**SECTION 02930 – LANDSCAPING**

1. Fencing, Erosion control and/or Civil Site work, see EMK Consultants of Florida, Inc. documents.

**DIVISION 03 – CONCRETE**

**SECTION 03250 – CONCRETE ACCESSORIES**

1. Provide 5/8" Dia. Pro-bolts shall be embedded 6" min. into slab where indicated on foundation drawings.
2. See drawings for special anchoring requirements.
3. Provide #5 deformed reinforcing foundation steel in accordance with drawings.
4. Provide 3" min. cover for steel bars in concrete cast against earth.
5. Provide pipe sleeves for conduit and pipes where required by code.
6. Center 6x6 – W1.4 x W1.4 wire role and 6x6 - W2.8 x W2.8 wire matt in slabs.
7. Provide 6 mil polyethylene vapor barrier under slab: Lap joints 6" min.

**SECTION 03300 – CONCRETE**

1. Field Experience" standard mix to 3,000 PSI at 28 days. Slump for footings 2-4": for slab on grade, 3-5".
2. Float and trowel finish slab to receive floor covering.
3. Tolerance to 1/8" per 10' (ft). Slope exterior paving from doors at 1/4" per foot.

**DIVISION 4 – MASONRY (NOT INCLUDED)**

**DIVISION 5 – METAL (NOT INCLUDED)**

**DIVISION 6 - CARPENTRY**

**SECTION 06050 – FASTENERS & ADHESIVES**

1. Nails shall be stainless steel for Hardie-soffit material: see Plans for location.
2. See Florida Building Code and/or plans for nailing requirements for other products and conditions.
3. All fasteners shall be hot-dipped galvanized or triple zinc coated.
4. Use Simpson strong-tie connectors (1-800-999-5099) where specified.
5. See the Florida Building Code, plans, specifications and/or manufacturer recommendations for specific fastener and/or anchor types.

**SECTION 06112 – FRAMING & SHEATHING**

1. Material to be S4S and grade stamped as per PS-20, latest edition.
2. Materials shall be No. 2 S.Y.P. for all plates, beams and headers.
3. Studs shall be No. 2 fir or western pine.
4. Lumber in contact with concrete or earth shall be pressure-treated with womanized - hickson timber protection or other arsenic-free system.
5. 4" thick or less = 0.25 PCF retention, 4" thick or more = 0.40 CF retention.
6. Treat all field cuts with *copper naphthenate solution* as per AWPA M4.
7. Nailing pattern for sheathing, roof and walls 5/8" OSB shall be 8b commons @ 4"O.C edges and 12"O.C. interior.

Specifications For: Sebring Forestry Station  
Administration Office Building and  
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(Continued)

**SECTION 06193 – PLATE CONNECTED WOOD TRUSSES**

1. Follow truss plate institute “handling, installing & bracing wood trusses” handbook HIB-9A (608) 833-5900.
2. Manufacturer shall provide four (4) shop drawings signed and sealed by a Florida registered structural engineer for review.
3. Trusses shall be designed to meet the site specific required wind loads.

**SECTION 06200 – FINISH CARPENTRY**

1. Exterior corners, windows, soffits and other trim shall be James Hardie Co. and installed in accordance with manufacturer’s instructions.

**DIVISION 7 – THERMAL & MOISTURE PROTECTION**

**SECTION 07460 – SOFFITS AND SIDING**

1. ¼” fiber-cement board by James Hardie Co.
2. Flame-spread rating = 0
3. Smoke-developed rating = 5 (ASTM E 84) min. to corner = 2”
4. Pre-drill for stainless steel 4D common nails, 1 ½” long 6” O.C.
5. Nailing edge distance = 3/8” min.
6. ¼” fiber-cement horizontal siding by James Hardie Co. to be installed in accordance with manufacturer’s instructions.
7. Fascia shall be shall be James Hardie 1x6 (actual size of ¾”x 5 ½”) over a 2x sub-fascia and the soffits shall be James Hardie perforated/vented ¼” soffit material.

**SECTION 07611 – CUSTOM METAL ROOFING**

1. Metal roofing shall be seam-lock as manufactured by Semco, Inc. or approved equal. Roofing Panels shall meet the following specification:

|                 |                                               |
|-----------------|-----------------------------------------------|
| Application:    | Commercial                                    |
| Features:       | Mechanically seamed, concealed fastener panel |
| Coverage:       | 16” wide panel coverage, 2” rib height        |
| Slope:          | Minimum ½” in 12                              |
| Substrate:      | 24 Ga. Galvalume steel sheet                  |
| Finish Options: | To be selected by project director            |
| Warranty:       | 25 year panel, 40 year finish warranty        |

2. Fastenings shall be as recommended by the manufacturer.
3. Roof penetrations shall be flashed using “Dektite” or approved equal.
4. Accessories shall be manufactured by roofing manufacturer and shall include but not necessarily limited to the following:
  - a. Eave drips
  - b. Gutter,
  - c. Hips,
  - d. Gable/rakes,
  - e. Vented ridge

Specifications For: Sebring Forestry Station  
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(Continued)

**SECTION 07620 – SHEET METAL FLASHING & TRIM**

1. Provide Flashing Cap at exterior Window, Door, & exposed horizontal James Hardie 10" trim as detailed.

**SECTION 07800 – CAULKING & SEALANT**

1. High Performance Intumescent Firestop Sealant shall be used to protect penetrations, wall to timber column connections, and wall to underside of roof contact areas in accordance with manufacturers recommendations.  
Hilti "FS-One", durable fire sealant for insulated & non-insulated metal pipes, with or without sleeve, jacketed cables, cable bundles, plastic pipes and top of wall joints for up to a 4hr. wall.

**DIVISION 8 – DOORS & WINDOWS**

**SECTION 08110 - STEEL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.1 SUBMITTALS**

- A. Product Data: Four (4) sets of manufacturer's data sheets and specifications.
- B. Shop Drawings: Include schedule identifying each unit, with door marks or numbers referencing drawings. Show layout, profiles, product components and anchorages.
- C. Certificates: Product certificates signed by the manufacturer certifying material compliance with ANSI A250.8, specified performance characteristics and criteria, and physical requirements.
- D. Installation Instructions: Manufacturer's printed installation instructions.

**1.2 QUALITY ASSURANCE**

- A. All products shall conform to the requirements of ANSI A250.8, "SDI 100 Recommended Specifications for Standard Steel Doors and Frames".
- B. Acoustical Doors shall have a minimum Sound Transmission Classification (STC) Rating of 38.
- C. Insulated Doors shall have:
- D. A "U Factor" of 0.13 for a Polystyrene core.
- E. Fire Rated Doors:  
Doors shall be tested in accordance with UL 10B, "Fire Tests of Door Assemblies", NFPA 252, "Fire Tests of Door Assemblies", and UL 10C, "Positive Pressure Fire Tests of Door Assemblies".
- F. Doors must have an approved marking or physical label, applied in accordance with the procedure set forth by an independent certification agency.

**1.3 DELIVERY, STORAGE, AND HANDLING**

- A. Store all materials under cover. Avoid use of non-vented plastic or canvas shelters to prevent forming of humidity chambers that cause rust.
- B. Provide 1/4 inch spacing between doors to provide air circulation.

**PART 2 PRODUCTS**

**2.1 MANUFACTURERS**

**2.2** Acceptable Manufacturer: Republic Doors and Frames or similar in design and construction.

**2.3 MATERIALS**

- A. Uncoated Steel Sheet: Cold rolled commercial steel sheet complying with ASTM A 366/A 366M.

Specifications For: Sebring Forestry Station  
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(Continued)

**2.4 DOORS CONSTRUCTION**

- A. Doors: Full flush, complying with ANSI A250.8; face panels laminated to core and complete unit closed with steel perimeter channels projection welded to face sheets.
  - 1. Thickness: 1-3/4 inches.
    - a. ANSI Level 3, Model 1; 16 gage faces, visible edge seams.
  - 2. Faces: Full flush.
  - 3. Face Material: Galvannealed steel sheet.
  - 4. Insulated Doors: Insulated; U-value of 0.13, polystyrene core.
    - a. Core: Doors fabricated by laminating panels to a specified core and the complete unit closed with steel perimeter channels, projection welded to the face sheets. Core shall be expanded polystyrene core.
  - 5. Steel Stiffened Doors: Steel reinforced with minimum 22 gage hat shaped stiffeners welded to the inside of each face sheet at maximum of 6 inches on center, with mineral wool filling spaces between stiffeners.
- B. Door Reinforcements:
  - 1. Top and Bottom Channels: 16 gage steel, projection welded to both face sheets at a maximum of 2-1/2 inches on center.
    - a. For exterior Doors fill top channel with epoxy and grind smooth.
  - 2. Hinge Reinforcement: Hinge reinforcing channel shall be projection welded to both face sheets at a maximum of 5 inches on center.
    - a. 1-3/4 inch thick reinforced with continuous a 11 gage channel with 10 gage reinforcements located at each hinge preparation.
  - 3. Lock Reinforcing Channel: Continuous 16 gage channel, with tapped holes extruded to 14 gage. Channel shall be welded to both face sheets at a maximum of 5 inches on center.
  - 4. Closer Reinforcement: 12 gage box type reinforcement, 18 inches long.
- C. Fire Rated Doors: Ratings as indicated on Door Schedule, when tested in accordance with NFPA 252 or UL 10B.
  - 1. Labeled by UL, or other agency acceptable to the authorities having jurisdiction.
  - 2. Stairwell Doors: 250 degrees F temperature rise rating as well as the required fire rating.
- D. Acoustical Doors: Sound Transmission Classification (STC) Rating of 38 when tested according to ASTM E 90.

**2.5 FRAMES CONSTRUCTION**

- A. Frames: Formed steel sheet, with 2 inch wide face jambs and heads unless otherwise indicated; complying with ANSI A250.8.
  - 1. Frame Depth: Adjustable within 2 inches of nominal depth.
  - 2. ANSI Level 1 Doors: 18 gage frames.
  - 3. ANSI Level 2 Doors: 16 gage frames.
  - 4. Material: Galvannealed steel sheet.
  - 5. Corners: Mitered; knockdown type.
  - 6. Provide 3 silencers for single doors, 2 silencers on head of frame for pairs of doors.
  - 7. Finish: Factory prime finish.
- B. Reinforcements for 1-3/4 Inch Frames:
  - 1. Hinge Reinforcements: 9 gage.
  - 2. Strike Reinforcement: 10 gage.
  - 3. Closer Reinforcements: 12 gage.
- C. Frame Anchors: Minimum of six wall anchors and two base anchors.

Specifications For: Sebring Forestry Station  
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**2.6 FACTORY FINISH**

- A. All doors and frames shall be cleaned and finished in accordance with ANSI A250.10, "Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames".
- B. Preparation: Clean and phosphatize surfaces of steel doors and frames".
- C. Primer: Apply one coat of a gray, alkyd acrylic enamel primer, forced cured.
- D. Finish: Paint with alkyd acrylic enamel using a two-coat process, with each coat being force cured after each coating.

**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Before beginning installation, verify that substrate conditions previously installed are acceptable for installation of doors and frames in accordance with manufacturer's installation instructions and technical bulletins.

**3.2 INSTALLATION**

- A. Install frames plumb, level, rigid and in true alignment in accordance with ANSI A250.11, "Recommended Erection Instructions for Steel Frames" and ANSI A115.IG, "Installation Guide for Doors and Hardware".
- B. All frames shall be fastened to the adjacent structure to retain their position and stability. Drywall slip-on frames shall be installed in prepared wall openings, and use pressure type and sill anchors to maintain stability.
- C. Install fire-rated doors and frames in accordance with NFPA 80 and local code authority requirements.
- D. Install doors to maintain alignment with frames to achieve maximum operational effectiveness and appearance. Adjust and shim to assure proper clearances.
- E. Install hardware in accordance with the hardware manufacturer's recommendations and templates. ANSI A115.IG, "Installation Guide for Doors and Hardware" shall be consulted for other pertinent information.

**3.3 CLEARANCES**

- A. Clearance between the door and frame head and jambs for both single swing and pairs of doors shall be 1/8 inch.
- B. Clearance between the meeting edges of pairs of doors shall be 3/16 inch plus or minus 1/16 inch. For fire rated applications, the clearance between the meeting edges of pairs of doors shall be 1/8 inch plus or minus 1/16 inch.
- C. Bottom clearance shall be 3/4 inch.
- D. The clearance between the door face and door stop shall be 1/16 inch to 1/8 inch.
- E. All clearances shall be, unless otherwise specified, subject to a tolerance of plus or minus 1/32 inch.

**3.4 ADJUSTING AND CLEANING**

- A. Adjust doors for free swing without binding.
- B. Adjust hinge sets, locksets, and other hardware. Lubricate using a suitable lubricant compatible with door and frame coatings.
- C. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions before owner's acceptance.

**3.5 PROTECTION**

- A. Protect installed products and finished surfaces from damage during construction.

Specifications For: Sebring Forestry Station  
Administration Office Building and  
Ranger Room, Storage & Equipment Building  
Highlands County, Sebring, Florida

(Continued)

**SECTION 08210 – DOOR UNITS**

1. Exterior insulated door and frame units shall be equal to Republic Doors & Frame a. 1-3/4" DL Series Embossed Insulated 16ga Doors & Frames package. See door schedule on plans for sizes.

**SECTION 08710 – DOOR HARDWARE**

1. Shall be equal to Schlage "D" series.

**SECTION 08560 – WINDOWS**

1. Windows shall be equal to Reliabuilt series 200 single hung, meeting Florida Building Code 110mph wind speed (3sec gust) conditions.

**DIVISION 9 – FINISHES**

**SECTION 09300 – FLOOR TILE**

1. Floor tile shall be 12"X 12" VCT. See drawings for complete finish schedules.

**DIVISION 10 – SPECIALITIES**

**SECTION 10440 – FIRE EXTINGUISHERS**

1. Fire Extinguishers shall be equal to Larsen's model MP10, UL rating #A4-80B:C including standard wall bracket #546.

**DIVISION 11 – EQUIPMENT**

**(NOT INCLUDED)**

**DIVISION 12, 13 & 14**

**(NOT INCLUDED)**

**DIVISION 15 – MECHANICAL**

**SECTION 15400 - PLUMBING SUPPLY & WASTE**

1. Contractor shall connect to the site utilities, including water and sewer lines which will be stubbed-out by "others" within 10'-0" of the building.
2. Solid waste and vent pipe shall be PVC or CPVC plastic pipe conforming to the Florida Building Code, plumbing.
3. Solid waste pipe 3" and larger shall be sloped at a min. grade of 1/8" per foot.
4. Solid waste pipe smaller than 3" shall be sloped at a min. 1/4" per foot.
5. Water supply inside buildings may be CPVC plastic piping or tubing.
6. Insulate all water piping installed above grade with 1" thick fiberglass sectional pipe covering with an ASJ jacket.
7. All plumbing work shall be installed in strict accordance with the current applicable "Florida Building Code, Plumbing" (FBC-P).
8. Piping installed above grade see hose bib thermal protection requirements.

**SECTION 15410 - PLUMBING FIXTURES**

1. General – Although Kohler and Elkay are listed as the standard of quality other equal fixtures will be considered as manufactured by American Standard, Crane, or other established manufacturers.
2. All fixtures shall include drains, stops, faucets and other trim items required for proper installation and operation.
3. Water closet, elongated bowl, 1.28 gallons per flush. With elongated open front seat, seat cover, post hinges and flexible risers with stops.
4. Lavatory, vitreous china, Wall mount 18"x 22" Kohler with single lever faucet, pop-up waste, 17 gauge chromium plated 1 1/4" "P" trap, shroud and flexible riser with stops.

Specifications For: Sebring Forestry Station  
Administration Office Building and  
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(Continued)

5. Kitchen sink, two compartment Elkay, 20 gauge stainless steel with 17 gauge 1 ½" "P" trap, continuous waste, dishwasher tee, all C.P., strainers, flexible risers with stops, and single lever faucet with spray.
6. Hose bib with vacuum breaker, Woodford with ½" connection. Water Heater – Ariston 3.85 gal. 120v electric point of use with vacuum relief valve, heat trap, P & T relief valve and thermostatic expansion valve. See detail on plans for connection required.
  - a. Assembly shall meet ASHRA standard 90-1989, add 90.1B and UL standards.
  - b. Tank shall bear a 5 year warranty against defects in workmanship.
7. Contractor shall thoroughly clean all plumbing fixtures, remove all labels, and check fixtures for proper operation prior to final building acceptance.
8. Provide operational, maintenance, and spare parts data for owner's use for all items of equipment and plumbing fixtures. Data shall be provided in triplicate in three ring binders and transmitted to owner at completion of project.

**SECTION 15700 - HVAC**

1. **Refrigerant Piping:** Use type K hard drawn copper with silver soldered joints in accordance with ASHRAE standard #14. Insulate all piping subject to condensation with 3/8" wall flexible unicellular insulation slipped over piping with all joints sealed.
2. **Ductwork:** Rigid, in strict accordance with SMACNA Duct Construction standards, metal and flexible for a maximum of 0.5 total SP and a maximum velocity of 1000 feet/min. velocity.
3. **Ductwork Insulation:** Wrap all ductwork with a flexible fiberglass blanket having an installed "R" value or 6.0 or greater and a vapor barrier jacket. Seal all joints in vapor barrier.
4. **Flexible Ductwork:** Flexible ductwork used for run outs to ceiling diffusers shall be Class A, type 1 flexible air duct with an insulated jacket which has an installed "r" value of 6.0. Spin-in taps, provide spin in taps with air scoop and operable damper at all trunk duct connections to diffuser run outs. Connections shall conform to SMACNA standards.
5. **Drain Piping:** Provide ¾" schedule 40 PVC drain piping with solvent welded joints for evaporator drains. Trap drain piping and extend to an approved dry well located exterior of building.
6. **Heat Pump Units:** Furnish split system heat pump units with Minimum 8.2 HPSE, 14.5 SEER, & 12.0 EER rating. Units shall be furnished complete and shall include an extended five (5) Year compressor warranty. Acceptable units are Trane, American Standard, Bryant, Carrier or York.
7. **Controls:** Provide low voltage heating/cooling heat pump thermostat. Install control wiring in conduit and color code wiring. Thermostat shall have fan control and night setback feature.
8. **Grilles and Diffusers:** Grilles and diffusers are as scheduled on plans. Air guide is used as a basis of design and standard of quality.
9. **Submittals:** Contractor shall submit all items of equipment and materials for approval in quadruplicate prior to ordering or installing equipment or ductwork. See general sections for additional submittal requirements.

Specifications For: Sebring Forestry Station  
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**DIVISION 16 – ELECTRICAL**

**SECTION 16010 - ELECTRICAL GENERAL CONDITIONS**

1. The contractor shall notify the project manager and appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right of ways that could be hazardous to life, limb or health.
2. This contractor will be held solely responsible for any damage as stated above.
3. Provide all labor, materials and equipment for a complete and proper operating electrical system as shown on drawings or specified herein.
4. All electrical work shall be in strict compliance with the National Electrical Code NFPA 70, ANSE, and Power Co.
5. All materials shall be new, free from defects and shall bear the “Underwriter’s Laboratory” label.
6. The contractor shall thoroughly investigate site before bidding.
7. **WORKMANSHIP**: All materials and equipment shall be installed in accordance with the approved recommendation of the manufacturer and to conform to the contract documents subject to the approval of the project manager. The installation shall be accomplished by workmen skilled in the type work involved.
8. **TEMPORARY POWER**: This contractor shall make all necessary arrangements for temporary electrical construction power.
9. **CONDUIT**: Where required by local authority, wire shall run in conduit. Conduit shall be PVC.
10. **CONDUCTORS**: All conductors shall be copper.
11. **DEVICES**: Outlet, junction and switch boxes shall be code grade fiberglass. Switches shall be single pole 120 volt, “quiet type”, code grade, grounded-color to be selected by project manager. Receptacles shall be code grade, grounded, color to be selected by the project manager.
12. **GROUND FAULT INTERRUPTER (GFI)**: Shall be duplex receptacle G.E. # TGTR115F or square “D”.

## **EXHIBIT 2**

**SUBSURFACE SOIL EXPLORATION,  
ANALYSIS AND RECOMMENDATIONS AT  
THE SEBRING FORESTRY STATION  
IMPROVEMENTS,  
8036 CR 17 SOUTH,  
SEBRING,  
HIGHLANDS COUNTY, FLORIDA**



**Ardaman & Associates, Inc.**

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### **MEMBERS:**

**A.S.F.E.**  
American Concrete Institute  
American Society for Testing and Materials  
Florida Institute of Consulting Engineers



## Ardaman & Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

September 17, 2009  
File No. 09-7378

TO: Florida Division of Forestry  
3125 Conner Boulevard, C-23  
Tallahassee, FL 32399-1650

Attention: Tom Barnum

SUBJECT: Subsurface Soil Exploration, Analysis and Recommendations at the Sebring  
Forestry Station Improvements, 8036 CR 17 South, Sebring, Highlands County,  
Florida

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Dear Tom:

As requested, our firm has completed a subsurface soil exploration program at the above-referenced site. The purpose of this program was to determine the nature and condition of the subsurface soils in the area of the proposed improvements.

This report documents our findings and conclusions. It has been prepared for the exclusive use of the Florida Division of Forestry and their consultants for specific application to the subject project, in accordance with generally-accepted geotechnical engineering practices. No other warranty, expressed or implied, is made.

### SCOPE

The scope of our services has included the following items:

1. Conducting twelve (12) test borings and one (1) double-ring infiltrometer test to determine the nature and condition of the subsurface soils.

2. Reviewing each soil sample obtained in our field testing program by a geotechnical engineer in the laboratory for further investigation and classification.
3. Analyzing the existing soil conditions with respect to the proposed construction and improvements.
4. Preparing this report to document the results of our field testing program, engineering analysis and recommendations.

### **FIELD EXPLORATION PROGRAM**

Our field exploration program consisted of conducting twelve (12) test borings at the locations indicated on Figure 1. These borings were performed to determine the nature and condition of the subsurface soils to a maximum depth of 20 feet below the existing ground surface. Test boring depths, location and number were determined by Ardaman & Associates, Inc. Test borings were located in the field utilizing available landmarks and a 100-foot tape. Test boring locations should only be considered accurate to the degree implied by the method used. Should more accurate locations be required, a registered land surveyor should be retained. The equipment and procedures used in the borings are described in greater detail in the appendix of this report.

### **GENERAL SUBSURFACE CONDITIONS**

The general subsurface conditions encountered during the field exploration program are shown on the soil boring logs, included in the appendix of this report. Soil stratification is based on examination of recovered soil samples and interpretation of field boring logs. The stratification lines represent the approximate boundaries between the soil types, while the actual transitions may be gradual.



A generalization of the subsurface soil conditions encountered in the borings is described below:

| <b>DEPTH</b>       |   |                  |                                |
|--------------------|---|------------------|--------------------------------|
| <b><u>FROM</u></b> |   | <b><u>TO</u></b> | <b><u>SOIL DESCRIPTION</u></b> |
| 0'                 | - | 1'               | loose fine sand (top soils)    |
| 1'                 | - | 20'              | loose fine to medium sand      |

On the date of our field exploration program the water table was not encountered in any of our test borings nearer than 10 feet below existing grade. The water table level is anticipated to fluctuate due to seasonal rainfall variations and other factors.

#### **Seasonal High Water Table Level**

For a typical year in Sarasota County, over 60% of the annual rainfall occurs during the months of June through September. During this period, water table levels gradually rise to their annually highest levels, which typically occur in August to September. During the relatively dry portion of the year (from October to May), the water table recedes to lower levels, typically reaching the lowest level in May.

The seasonal high water table is the highest level that is achieved during the year. Of course, the seasonal high water table varies from year to year, primarily due to rainfall variations from year to year.

The U.S. Department of Agriculture, Natural Resources Conservation Service, (USDA-NRCS) defines the seasonal high water table as the highest level of a saturated zone in the soil in most years. In the USDA-NRCS soil surveys, a range of seasonal high water tables is listed for each



of the defined surficial soil types. The water table is estimated to be at or above this level for at least one month during most years. These estimates are based mainly on evidence of a saturated zone (grayish colors or mottles) and are generally applicable to an undrained soil condition (i.e. no artificial drainage).

The Southwest Florida Water Management District (SWFWMD) defines the seasonal high water table as the elevation to which the water can be expected to rise during a normal wet season. This definition differs somewhat from the USDA-NRCS definition. The most significant difference is that the USDA-NRCS refers to the highest level of a saturated zone. Due to capillary rise, the saturated zone may extend a few to several inches above the water table. This is because the capillary zone is a saturated zone above the water table where the fluid (pore water) pressure is less than atmospheric pressure. Therefore, water from the capillary zone will not flow into a borehole which penetrates the aquifer. Only in the area below the water table, where the pore water pressure is greater than atmospheric pressure, will the water flow into an open borehole.

The height of capillary rise is generally less than 6-inches above the water table in most of the surficial sandy soils typical of the area, but may be greater if the surficial soils are more silty or clayey. The seasonal high water table, as defined in geotechnical engineering practice (and as accepted by SWFWMD) may, therefore, be somewhat lower than that reported in the USDA-NRCS soil surveys.

For the purpose of designing stormwater management systems, it is our objective to estimate the seasonal high water table as the elevation the water table is expected to be at or above for no more than a few (approximately 2 to 4) weeks during a year of average climatic conditions.



The current USDA-NRCS "Soil Survey of Highlands County, Florida" indicates the predominant surficial soil type at the site to be Astatula sand. The USDA-NRCS indicates the seasonal high water table level for the Astatula sand to be at a depth of greater than 6 feet below the ground surface. Seasonal high water table levels listed in the Soil Survey assume essentially natural drainage conditions, without engineered drainage or other improvements at the site.

The seasonal high water table was estimated at our double ring infiltrometer test location and at the locations of Test Borings 4 and 6, based upon our review of the USDA-NRCS soil survey, our field explorations, and records of water table fluctuations maintained by our firm. In general, the seasonal high water table level at the site is estimated to be approximately 9 feet below ground surface. Water table levels are expected to fluctuate due to seasonal variations in the amount of rainfall.

#### **Double-Ring Infiltrometer**

The double-ring infiltrometer test was performed based upon the procedures of ASTM D-3385. The test results are summarized on the attached Plate 1 and indicates a vertical infiltration rate of 32 inches/hour. The test depth (depth excavated) below the ground surface and the soil profile encountered are also listed on the plate.

The results of the double-ring infiltrometer test represent a vertical infiltration rate for the conditions under which the test was performed, and do not necessarily represent the infiltration rate for other conditions (size of infiltration basin, depth to water table, etc.). The results of the test are also not a direct measurement of the soil's hydraulic conductivity ( $k$ ). In general, the infiltration rate



measured near the end of the test is less than the hydraulic conductivity ( $k$ ) of the soil under saturated conditions, as complete saturation of the soils is generally not achieved by tests of this type and the hydraulic gradient of the seepage flows (infiltration) is generally less than 1.0 near the end of the test.

Some publications, such as EPA 65/1-81-013, recommend using a design infiltration rate that is a small percentage (typically 2% to 10%) of the infiltration rate measured by cylinder (ring) infiltrometers, to compensate for potential clogging of the infiltration service and to correct for a large proportion of horizontal flow (relative to vertical flow) that occurs from a small test area relative to a full size infiltration basin area. This assumes, however, that the vertical infiltration capacity (or vertical hydraulic conductivity) is the limiting factor in the basin's infiltration capacity. At sites where there is a shallow water table or shallow restrictive layer, however, the infiltration capacity of the full size basin may be controlled by groundwater mounding, and not by the soil's vertical hydraulic conductivity. In this case, applying a percentage to a measured vertical infiltration rate or vertical hydraulic conductivity may over estimate the actual infiltration capacity of the full size basin and groundwater mounding analyses should be performed to determine if this is the limiting factor.

The soil profile is based upon field boring logs and inspection of selected samples in the laboratory. The delineation between soil strata is approximate, and actual transitions between strata may be gradual. This report does not reflect any variations in subsurface soil conditions which may occur outside test locations.

### **LABORATORY TESTING PROGRAM**

Representative soil samples obtained during our field sampling operation were packaged and transferred to our office and, thereafter, examined by a geotechnical engineer to obtain more accurate descriptions of the existing soil strata. The soil descriptions shown on the soil boring logs are based on a visual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice.

### **STRUCTURE ANALYSIS AND RECOMMENDATIONS**

It is our understanding the proposed construction is to consist of a 1200 square-foot office building, a 3000 square-foot pole barn, two (2) stormwater management areas, and associated improvements for drainage, roadways, and parking. For the purpose of our analysis, we have assumed that foundation loading for the proposed structures will be on the order of 30 to 50 kips for isolated columns and 2 to 3 kips per lineal foot for continuous wall footings, with floor loading on the order of 100 lbs/sq ft.

#### **Soils Analysis**

The soils encountered at the subject site in the building areas are generally loose. Depending on the foundation loading, some soil improvement may be required. For column foundation loading of 30 kips or less and wall loading of 3 kips per foot or less, no improvement would be required other than surface compaction as described below. However, for isolated column loads of 40 to 50 kips, we would recommend that surficial soils in the column footprint areas be over-excavated and re-compacted into place. For foundation loading of 40 kips and 50 kips, an over-excavation re-compaction of the surficial 2.5 feet to 5.0 feet below bottom of footing would be required, respectively.



Assuming that the soils are prepared in accordance with the soil preparation recommendations of this report, and that foundation loads are no greater than those indicated previously, we anticipate that settlement of the proposed structure will not exceed 0.5 inch. Due to the granular nature of the materials at the site, this settlement will occur primarily during construction.

### **Foundation Design**

Foundations for the proposed structures may be designed for an allowable soil contact pressure of 2,000 psf. We recommend that all wall foundations be no less than sixteen inches wide and column foundations be no less than twenty-four inches wide. All foundations should be designed for an equal dead load distribution in accordance with standard building code requirements. A soil cover of eighteen inches, as measured from the bottom of the foundation system to outside adjacent finished grade, should be provided. In addition to reinforcing steel normally provided near the bottom of the foundation system, negative (top) reinforcing steel should be used across all openings extending at least 3.0 feet beyond each opening. Additional reinforcing steel should also be provided in areas where stress transitions occur, such as corners and the intersections of load bearing and non-load bearing walls.

### **Soil Preparation Recommendations**

The following soil preparation recommendations are made as a guide to the design professionals, parts of which should be incorporated into the project's general specifications:

1. The building areas (plus a margin of 5.0 feet outside building perimeter lines) should be cleared and grubbed of all surface vegetation and any remaining tree roots and stumps. Care should be taken to compact soils into pits resulting from stump removal.



2. The cleared and grubbed elevation should be excavated to the depth required, depending on column loading, as described above. The sands removed should be stockpiled for future use as backfill. Any organic material should be removed to avoid contamination of the clean backfill.
3. The exposed or excavated surfaces should then be compacted with a three cubic yard front end loader with bucket full or with hand-operated jumping-jack style compactors. Each pass should overlap the preceding pass by at least 30%. Sufficient passes should be made over the building area (plus the 5.0 foot margin) to produce a density of at least 95% of Modified Proctor maximum density to a depth of 1.0 foot below the compacted surface. After inspection and testing to verify that the desired compaction has been achieved, a 12"-thick lift stockpiled soil may be added in a level lift, not to exceed 12 inches loose, and compacted with a three cubic yard front end loader with bucket full or with hand-operated jumping-jack style compactors. Each pass should overlap the preceding pass by at least 30%. Sufficient passes should be made over the building area (plus the 5.0 foot margin) to produce a density of at least 95% of Modified Proctor maximum density to a depth of 1.0 foot below the compacted surface. A representative of Ardaman & Associates should be present during initial compaction efforts.
4. In the remaining portions of the building area, the cleared and grubbed elevations should be compacted with a heavy vibratory roller having a static weight of at least 12,000 pounds. Sufficient passes should be made over the building area (plus the 5.0 foot margin) to produce a density of at least 95% of Modified Proctor maximum density to a depth of 1.0 foot below the compacted surface. Extreme care should be used when vibratory compaction is used next to existing structures. A representative of Ardaman & Associates should be present during initial compaction efforts.
5. After compaction and testing to verify that the desired compaction has been achieved at this elevation, fill consisting of clean fine sands not containing more than 10% passing the #200 sieve can be placed in level lifts not exceeding 12 inches loose and compacted with the above-described equipment. Each layer should be compacted to a minimum of 95% of Modified Proctor maximum density.
6. Fill necessary to raise the grade from the top of the foundation elevation to finished floor slab subgrade elevation should also consist of clean fine sands compacted to 95% of Modified Proctor maximum density. If fill is placed inside partially completed walls, extreme care should be exercised to avoid damage to these walls.
7. A soils engineer or his representative from Ardaman & Associates, Inc., Sarasota Office, should inspect and test the compacted excavated elevation and each layer of fill to verify compliance with the above-suggested recommendations. In addition, a representative should inspect and test the foundation contact soils immediately prior to concrete placement.



### PAVEMENT DESIGN RECOMMENDATIONS

On the basis of the results of our borings and visual inspection, we believe that the construction of a six- to eight-inch shell, limerock or crushed concrete base is feasible, and in our opinion would provide economical and satisfactory service. We recommend that the following pavement design criteria be incorporated into the project's general specifications:

#### A. LIGHT DUTY

| <u>Paving Component</u>                     | <u>Thickness</u>  | <u>Description</u>                                                                                                                                                             |
|---------------------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subbase                                     | 6"                | In situ or borrow soils, stabilized by blending with shell to a minimum LBR of 40%, compacted to 98% of Modified Proctor maximum density (AASHTO T-180), Florida DOT Sec. 160. |
| Shell, Limerock or<br>Crushed Concrete Base | 6"                | Shell base, limerock or crushed concrete with a minimum LBR of 100%, compacted to 98% of Modified Proctor maximum density (AASHTO T-180).                                      |
| Asphalt Wearing Surface                     | 1.5"<br>(minimum) | Type S-3 Asphalt, compacted to 95% of Laboratory Density, as determined by the Marshall Field Stability Test, Florida DOT Sec. 333.                                            |

#### B. HEAVY DUTY

| <u>Paving Component</u> | <u>Thickness</u> | <u>Description</u>                                                                                                                                                             |
|-------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subbase                 | 6"               | In situ or borrow soils, stabilized by blending with shell to a minimum LBR of 40%, compacted to 98% of Modified Proctor maximum density (AASHTO T-180), Florida DOT Sec. 160. |



| <u>Paving Component</u>                     | <u>Thickness</u> | <u>Description</u>                                                                                                                        |
|---------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Shell, Limerock or<br>Crushed Concrete Base | 8"               | Shell base, limerock or crushed concrete with a minimum LBR of 100%, compacted to 98% of Modified Proctor maximum density (AASHTO T-180). |
| Asphalt Wearing Surface                     | 2"<br>(minimum)  | Type S-3 Asphalt, compacted to 95% of Laboratory Density, as determined by the Marshall Field Stability Test, Florida DOT Sec. 333.       |

All of the fine and medium sands encountered in our test borings are suitable for use as a structural fill source. Due to the granular nature of these soils, sufficient moisture must be added to fill soils to facilitate compaction.

#### GENERAL COMMENTS

The analysis and recommendations submitted in this report are based upon the data obtained from twelve (12) test borings performed at the locations indicated on the attached Figure 1. This report does not reflect any variations which may occur between the borings. While the borings are representative of the subsurface conditions at their respective vertical reaches, local variations characteristic of the subsurface materials of the region are anticipated and may be encountered. The boring logs and related information are based upon the driller's logs and visual examination of selected samples in the laboratory. The delineation between soil types shown on the logs is approximate, and the description represents our interpretation of the subsurface conditions at the designated boring location on the particular date drilled.

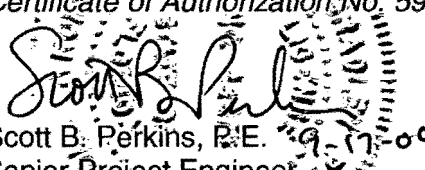


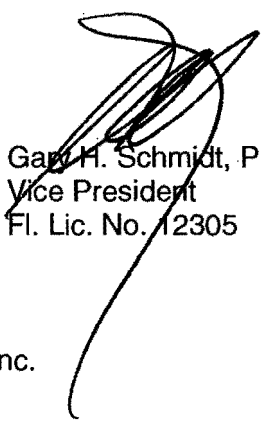
The water table levels shown on the boring logs represent water table surfaces encountered on the dates shown. Fluctuations in water table levels should be anticipated throughout the year.

It has been a pleasure to be of assistance to you with this project. Please contact us when we may be of further service to you, or should you have any questions concerning this report.

Very truly yours,...

ARDAMAN & ASSOCIATES, INC.  
Certificate of Authorization No. 5950

  
Scott B. Perkins, P.E.  
Senior Project Engineer  
Fl. Lic. No. 46678

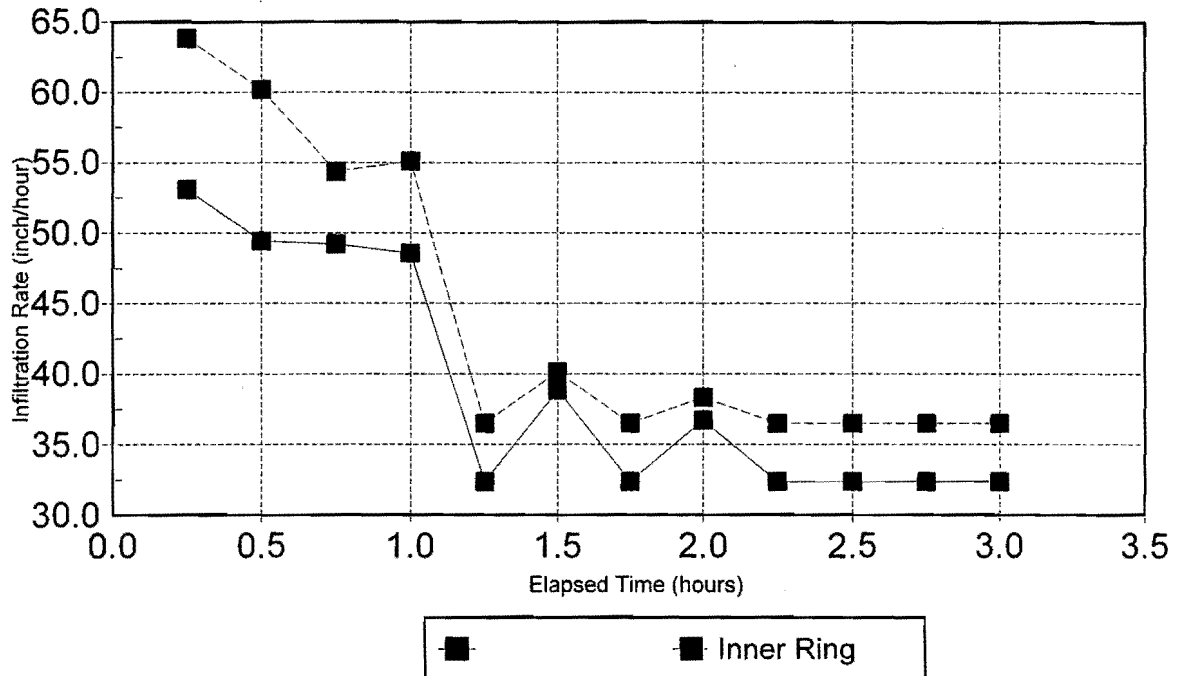
  
Gary H. Schmidt, P.E.  
Vice President  
Fl. Lic. No. 12305

SBP/GHS:mh

cc: Robin Kendall, P.E. – EMK Consultants of Florida, Inc.



# Double-Ring Infiltrometer



## GRAPH DATA:

| Elapsed Time<br>(hr:min) | Infiltration Rates        |                           |
|--------------------------|---------------------------|---------------------------|
|                          | Inner Ring<br>(inch/hour) | Outer Ring<br>(inch/hour) |
| 0:15                     | 53.1                      | 63.8                      |
| 0:30                     | 49.4                      | 60.2                      |
| 0:45                     | 49.2                      | 54.4                      |
| 1:00                     | 48.6                      | 55.1                      |
| 1:15                     | 32.4                      | 36.5                      |
| 1:30                     | 38.8                      | 40.1                      |
| 1:45                     | 32.4                      | 36.5                      |
| 2:00                     | 36.7                      | 38.3                      |
| 2:15                     | 32.4                      | 36.5                      |
| 2:30                     | 32.4                      | 36.5                      |
| 2:45                     | 32.4                      | 36.5                      |
| 3:00                     | 32.4                      | 36.5                      |

## TEST NUMBER:

**DRI-1**

Test Date: 8 Sept 09  
 Depth Excavated (inch): 6  
 Inner Ring - Outside Dia. (inch): 12.3  
 - Inside Dia. (inch): 12.0  
 - Water Depth (inch): 6  
 Outer Ring - Inside Dia. (inch): 24.0  
 - Water Depth (inch): 6

## SOIL PROFILE:

| Depth (ft) |     | Soil Description           |
|------------|-----|----------------------------|
| From       | To  |                            |
| 0.0        | 0.5 | brown fine sand with roots |
| 0.5        | 7.0 | orangish brown fine sand   |

N.E. ==> existing water table

|                                                                                                   |              |                |
|---------------------------------------------------------------------------------------------------|--------------|----------------|
| <b>Ardaman &amp; Associates, Inc.</b><br>Geotechnical, Environmental and<br>Materials Consultants |              |                |
| Sebring Forestry Station,<br>Highlands County, Florida                                            |              |                |
| DRAWN BY: SP                                                                                      | CHECKED BY:  | DATE: 09/09/09 |
| FILE NO.<br>09-7378                                                                               | APPROVED BY: | PLATE: 1       |

## APPENDIX

## SOIL BORING, SAMPLING AND TESTING METHODS

### Standard Penetration Test

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot long, 2-inch O.D. split-barrel sampler attached to the end of a string of drilling rods is driven 18 inches into the ground by successive blows of a 140-pound hammer freely dropping 30 inches. The number of blows needed for each 6 inches of penetration is recorded. The sum of the blows required for penetration of the second and third 6-inch increments penetration constitutes the test result or N-value. After the test, the sampler is extracted from the ground and opened to allow visual examination and classification of the retained soil sample. The N-Value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. the following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength ( $Q_u$ ):

| Cohesionless Soils: | <u>N-Value</u> | <u>Description</u> |  |
|---------------------|----------------|--------------------|--|
|                     | 0 to 4         | Very loose         |  |
|                     | 4 to 10        | Loose              |  |
|                     | 10 to 30       | Medium dense       |  |
|                     | 30 to 50       | Dense              |  |
|                     | Above 50       | Very dense         |  |

| Cohesive Soils: | <u>N-Value</u> | <u>Description</u> | <u><math>Q_u</math> (ton/ft<sup>2</sup>)</u> |
|-----------------|----------------|--------------------|----------------------------------------------|
|                 | 0 to 2         | Very soft          | Below 0.25                                   |
|                 | 2 to 4         | Soft               | 0.25 to 0.50                                 |
|                 | 4 to 8         | Medium stiff       | 0.50 to 1.0                                  |
|                 | 8 to 15        | Stiff              | 1.0 to 2.0                                   |
|                 | 15 to 30       | Very stiff         | 2.0 to 4.0                                   |
|                 | Above 30       | Hard               | Above 4.0                                    |

The tests are usually performed at 5-foot intervals. However, more frequent or continuous testing is done by our firm through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, NX-size flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid.

Representative split-spoon samples from each sampling interval and from every different stratum are brought to our laboratory in air-tight jars for further evaluation and testing, if necessary. After thorough examination and testing of the obtained samples in the laboratory, the samples are discarded unless prior arrangements have been made. After completion of a test boring, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling with neat cement.

## **Power Auger Borings**

Auger borings are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot sections. It is powered by the rotary drill rig. The samples is recovered by withdrawing the auger out of the ground without rotating it. The soil sample so obtained, is classified and representative samples put in bags or jars and returned to the laboratory for further classification and testing, if necessary.

## **Hand Auger Borings**

Hand auger borings are used, is soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot) depth or when access is not available to power drilling equipment. A 3-inch diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch intervals and its contents emptied for inspection. Sometimes post-hole diggers are used, especially in the upper three feet or so. The soil sample obtained is classified and representative samples put in bags or jars and transported to the laboratory for further classification and testing.

## **Undisturbed Sampling**

Undisturbed sampling implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Examination and testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch I.D., thin wall seamless steel tube 24 inches into the soil with a single stroke of a hydraulic ram. The sampler, which is Shelby tube, is 30 inches long. After the sampler is retrieved, the ends are sealed in the field and is transported to our laboratory for further examination and testing, as needed.

## **Laboratory Test Methods**

Soil samples returned to our laboratory are examined by a geotechnical engineer or geotechnician to obtain more accurate descriptions of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to further define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as described in this report. The soil descriptions shown on the logs are based upon a visual-manual classification procedure in general accordance with the Unified Soil Classification System (ASTM D-2488-84) and standard practice. Following is a list of abbreviations that may be used on the boring logs.

|      |                                                                     |
|------|---------------------------------------------------------------------|
| NM   | -Natural Moisture (Water) Content; ASTM D-2216                      |
| -200 | -Percent Finer Than No. 200 Sieve; ASTM D-1140                      |
| DD   | -Dry Density of Undisturbed Sample                                  |
| k    | -Hydraulic Conductivity (Coefficient of Permeability)               |
| LL   | -Liquid Limit; ASTM D-4318                                          |
| PI   | -Plasticity Index (LL-PL); ASTM D-4318                              |
| OC   | -Organic Content; ASTM D-2977                                       |
| Qu   | -Unconfined Compression Strength; ASTM D-2166 (soil), D-2938 (rock) |

COUNTY ROAD NO. 17

OF PUBLIC RIGHT OF WAY

27' ASPHALT

33.00' F.L.R. 82190

EX 1" VERT. RATER (TO REMAIN)  
BENCHMARK #1  
ELEV. = 114.02

CONNECT TO EX. WATER MAIN

N49°42'15"E 822.4

S. 1/2 OF THE S.W. 1/4 OF THE S.W. 1/4 OF  
THE N.W. 1/4 OF SECTION 23-35-20  
204,683 ± sq. ft.  
4.70 ± acres

RADIO TOWER  
(TO REMAIN)

EX. ASPHALT  
PAVEMENT  
(TO BE REMOVED)

SAWCUT LINE

6  
STORAGE  
MANAGEMENT  
AREA

PROP. OFFICE  
1,200 S.F.  
1  
ALTERNATE  
450 S.F.

EX. PAV.  
(TO REMAIN)

PROPOSED WATER  
SERVICE

12

EX. SIGN

10

11

INDUSTRIAL

9

8

EX. 1 STORY  
BLDG. FLOOR  
F.F.E. = 1-5.24

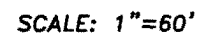
EX. TOWER ON  
CONCRETE PAD  
(TO REMAIN)

APPROX. LOCATION  
OF EX. WATER SERVICE  
(TO BE REMOVED)

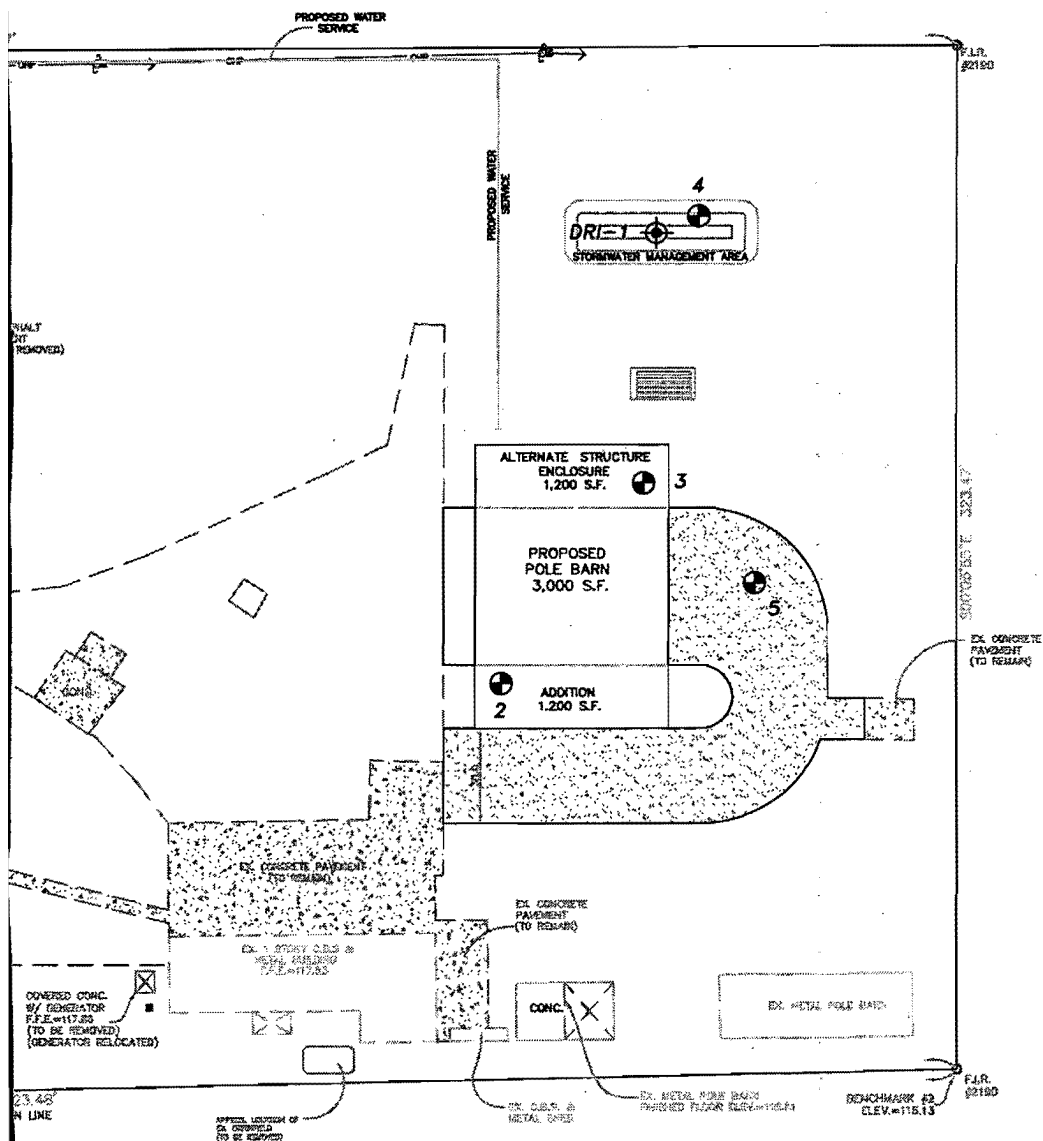
35.00' F.L.R. 83045

S88°40'40"W  
EAST - WEST 1/4 SECTION

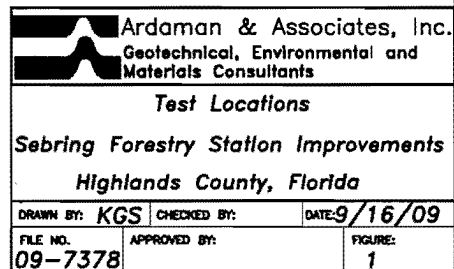
CONNECT TO  
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PAGE  
Figure 1

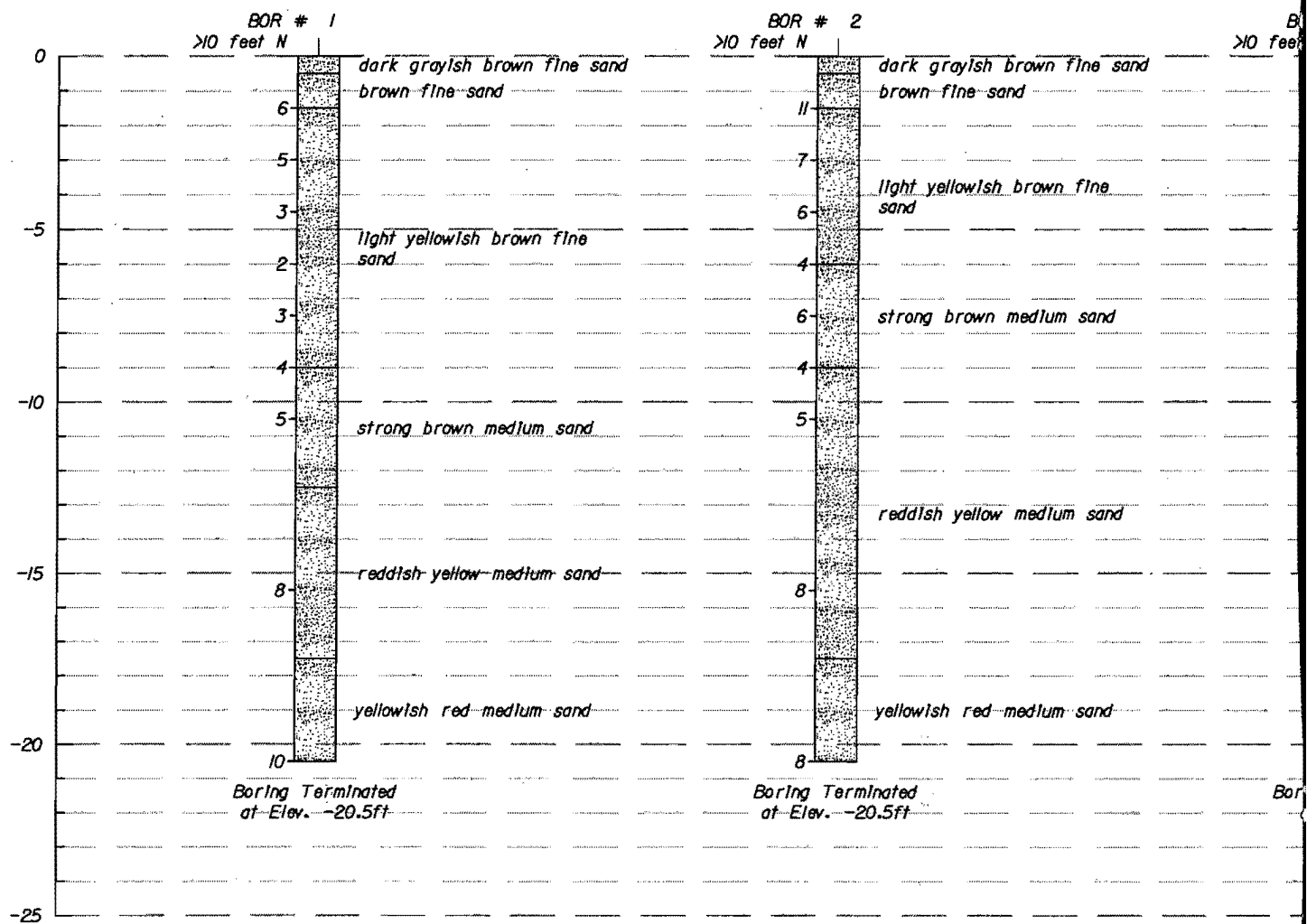


-  TEST BORING LOCATIONS  
 DOUBLE RING  
INFILTROMETER LOCATION

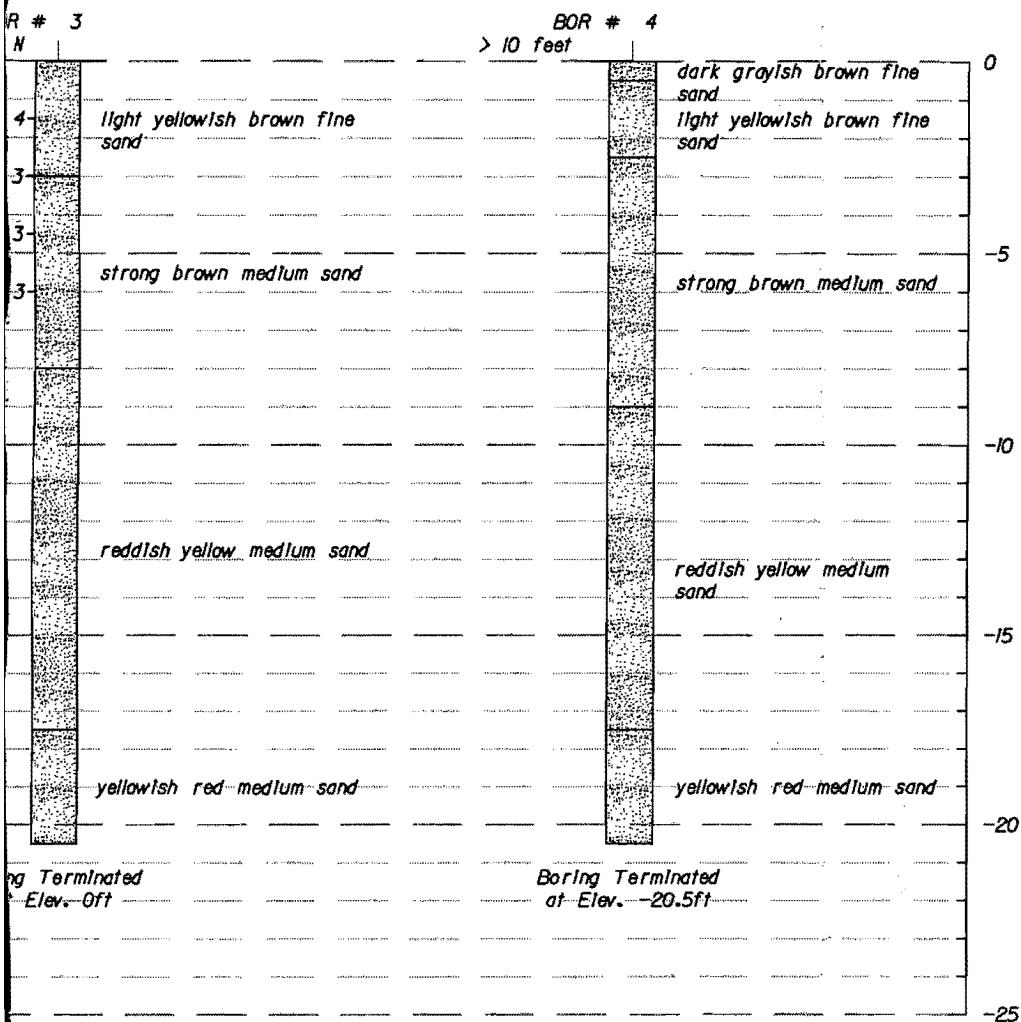


CONNECT TO  
PREVIOUS PAGE  
FIGURE 1





CONNECT TO  
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 PAGE  
 FIGURE 2

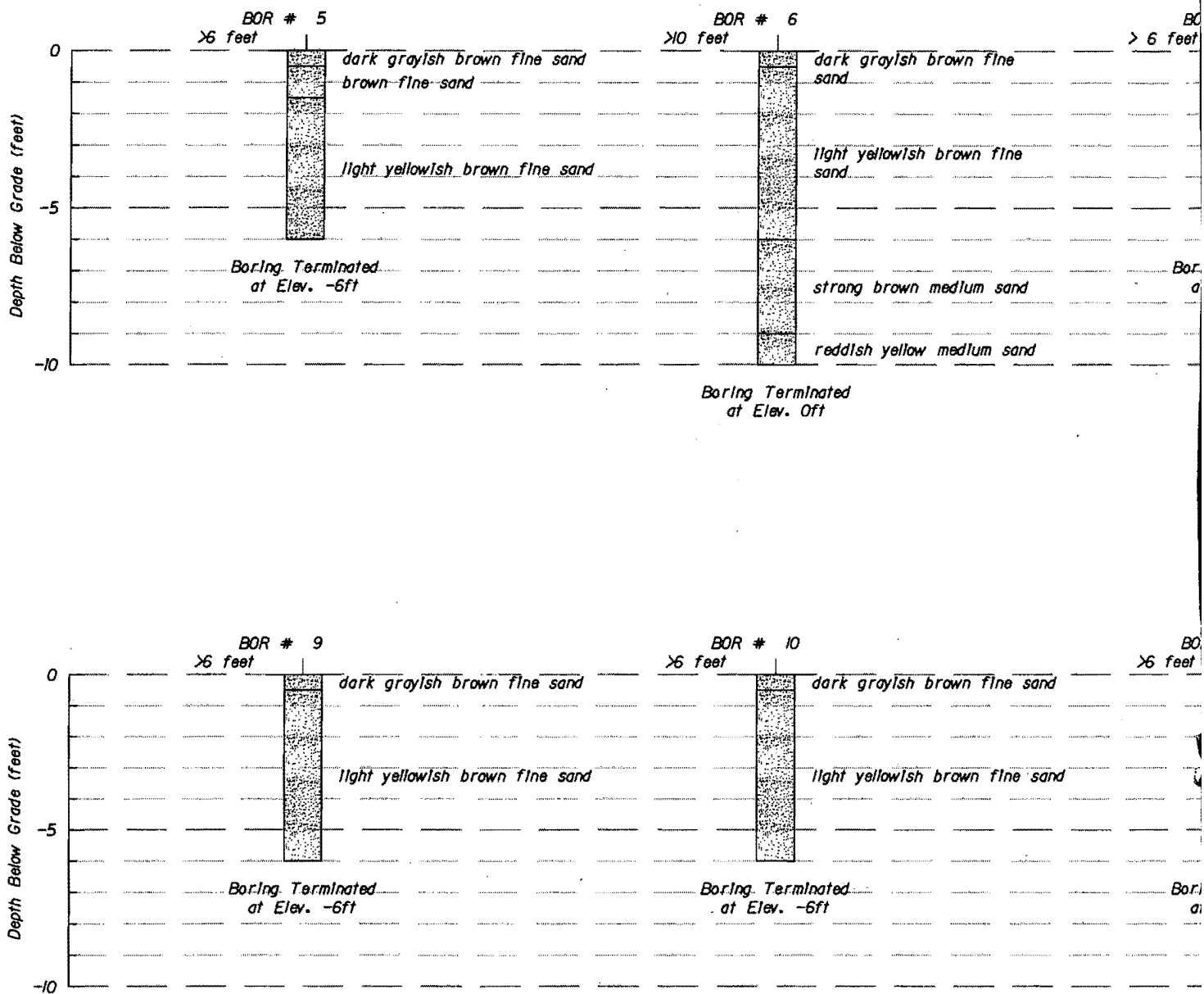


CONNECT TO  
 PREVIOUS  
 PAGE  
 FIGURE 2

| GRANULAR MATERIALS-<br>RELATIVE DENSITY | SPT<br>(BLOWS/FOOT) |
|-----------------------------------------|---------------------|
| VERY LOOSE                              | LESS THAN 4         |
| LOOSE                                   | 4-10                |
| MEDIUM OR COMPACT                       | 10-30               |
| DENSE                                   | 30-50               |
| VERY DENSE                              | GREATER THAN 50     |
| SILTS AND CLAYS<br>CONSISTENCY          | SPT<br>(BLOWS/FOOT) |
| VERY SOFT                               | LESS THAN 4         |
| SOFT                                    | 2-4                 |
| FIRM                                    | 4-8                 |
| STIFF                                   | 8-15                |
| VERY STIFF                              | 15-30               |
| HARD                                    | GREATER THAN 30     |

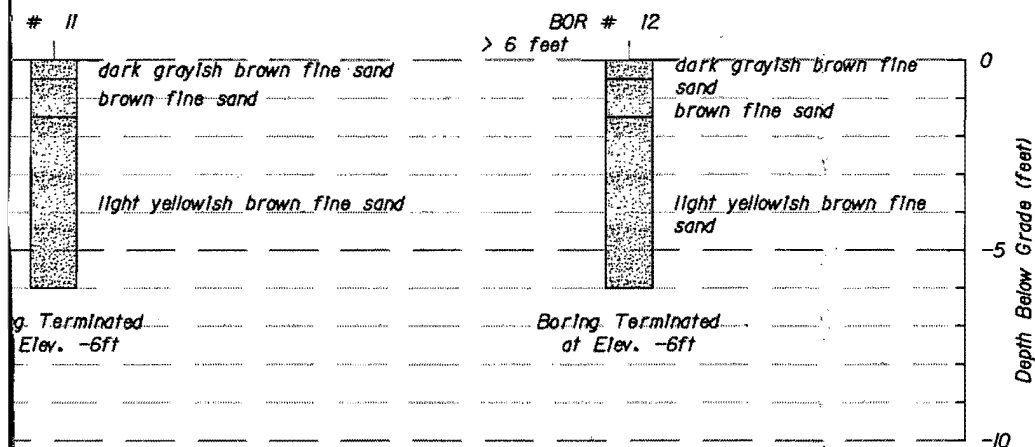
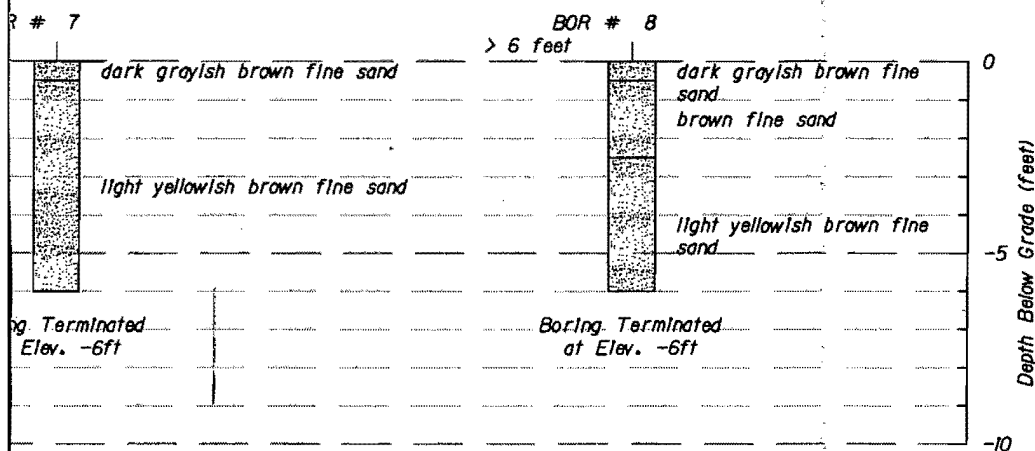
NOTE:  
 STATION, OFFSET AND ELEVATION BASED ON  
 INFORMATION PROVIDED BY PBS&J

|                                                                                                   |              |             |                      |
|---------------------------------------------------------------------------------------------------|--------------|-------------|----------------------|
| <b>Ardaman &amp; Associates, Inc.</b><br>Geotechnical, Environmental and<br>Materials Consultants |              |             |                      |
| <b>Soil Boring Logs</b>                                                                           |              |             |                      |
| <b>Sebring Forestry Station Improvements</b><br><b>Highlands County, Florida</b>                  |              |             |                      |
| DRAWN BY: <b>KGS</b>                                                                              |              | CHECKED BY: | DATE: <b>9/17/09</b> |
| FILE NO.<br><b>09-7378</b>                                                                        | APPROVED BY: |             | FIGURE:<br><b>2</b>  |



VERTICAL SCALE: 1"=5'

CONNECT TO  
FOLLOWING  
PAGE  
FIGURE 3



# LEGEND

 Fine Sand and Medium Sand

- ▽ GROUNDWATER LEVEL MEASURED ON DATE DRILLED
- N SPT N-VALUE IN BLOWS PER FOOT IN BLOWS PER FOOT (UNLESS OTHERWISE NOTED)
- MC NATURAL MOISTURE CONTENT
- P200 FINES PASSING THE NO. 200 SIEVE (%)
- R4 GRAVEL RETAINED ON THE NO. 4 SIEVE (%)
- OC ORGANIC CONTENT (%)

| GRANULAR MATERIALS-<br>RELATIVE DENSITY | SPT<br>(BLOWS/FOOT) |
|-----------------------------------------|---------------------|
| VERY LOOSE                              | LESS THAN 4         |
| LOOSE                                   | 4-10                |
| MEDIUM OR COMPACT                       | 10-30               |
| DENSE                                   | 30-50               |
| VERY DENSE                              | GREATER THAN 50     |
| SILTS AND CLAYS<br>CONSISTENCY          | SPT<br>(BLOWS/FOOT) |
| VERY SOFT                               | LESS THAN 4         |
| SOFT                                    | 2-4                 |
| FIRM                                    | 4-8                 |
| STIFF                                   | 8-15                |
| VERY STIFF                              | 15-30               |
| HARD                                    | GREATER THAN 30     |

NOTE:  
STATION, OFFSET AND ELEVATION BASED ON  
INFORMATION PROVIDED BY PBS&J

 Ardaman & Associates, Inc.  
Geotechnical, Environmental and  
Materials Consultants

## Soil Boring Logs

Sebring Forestry Station Improvements  
Highlands County, Florida

|                  |              |               |
|------------------|--------------|---------------|
| DRAWN BY: KGS    | CHECKED BY:  | DATE: 9/17/09 |
| FILE NO. 09-7378 | APPROVED BY: | FIGURE: 3     |

CONNECT TO  
PREVIOUS  
PAGE  
FIGURE 3