

INVITATION TO BID (ITB)

PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS AND OTHER BUILDINGS

ITB Number:	16-0214		Contracting Officer:	B. Schwartzman	L H
Bid Due Date:	April 13, 2016		Pre-Bid Conf. Date:	See Section 1.4	
Bid Due Time:	3:00 PM		ITB Issue Date:	March 17, 2016	
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SPECIFIC SOLICIT	TATION REQUIR	EMENTS A	RE AS NOTED BEL	OW:	
Proposal and/or Perform	Proposal and/or Performance Bond: n/a				
Certificate of Competency/License:		See Section 1	See Section 1.18		
Indemnification/Insurance: S		See Section 1	See Section 1.8		
Pre-Bid Conference/Walk-Thru: Mandatory on March 29, 2016, See Section 1.4			4		
read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein. Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.					
NO-RESPONSE REPLY					
If any vendor does <u>not</u> want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.					
Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service					
Please remove our firm from Lake County's Vendor's List for this product / service.					
VENDOR IDENTIFICATION					
Company Name:			Phone Number:		
E-mail Address:			Contact Person:		

Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for the purchase and installation of pre-cast concrete restrooms and other similar structures at County Parks and similar locations on an "as-ordered" basis in conjunction with the County's needs.

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Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

B. Schwartzman, Procurement Services Manager Lake County BCC Procurement Services office 315 W. Main Street, Room 416 PO Box 7800 Tavares, FL 32778-7800

Phone: 352.343.9424 Fax: 352.343.9473 E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor which submits an offer on all items listed in the solicitation that represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all base pricing items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference and Site Visit (Mandatory)

A mandatory pre-bid conference and site visit to two park locations where the contract work has already been completed, will be held on March 29, 2016. Prospective bidders are to meet at 9:30 AM in the main parking lot at Lake Idamere Park located at 12335 CR 448, Tavares, FL. After review of the installation at that park, and the terms, conditions, and specifications included in the solicitation; all prospective bidders will then travel to Astatula Boat Ramp located at 12703 Florida Ave, Astatula to review the installation at that site. Attendance at both locations is a mandatory requirement as these two installations reflect the full range of services that may be required at the locations stated in this solicitation. Vendors are requested to bring this solicitation document to the conference, as additional copies will not be available.

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

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Section 1.6: Option to Renew for Four (4) Additional One (1) Year Periods (With Price Adjustment)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for up to four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment - Phased Payments for Units Delivered

The County shall provide a single payment for each individual restroom ordered under the contract upon delivery, installation, and final acceptance of that facility in all regards. The vendor shall provide a fully documented invoice to the County user department(s) that requested the units through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the units.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

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An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000	
Products-Completed Operations	\$2,000,000	
Personal & Adv. Injury	\$1,000,000	
Fire Damage	\$50,000	
Medical Expense	\$5,000	
Contractual Liability	Included	

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit \$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

SECTION 1 – SPECIAL TERMS AND CONDITIONS

Each Accident \$1,000,000 Disease-Each Employee \$1,000,000 Disease-Policy Limit \$1,000,000

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Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$	
Garage Keepers Liability at coverage value:	\$

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

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Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work for each individual installation effort. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". The completion date for each individual installation shall not exceed sixty (60) calendar days after date of notice-to-proceed.

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

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

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications

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and of the highest quality.

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

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

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty Shall be One Year From Date of Acceptance

A. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The vendor shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

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Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response

1.13.1 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. A response will <u>not</u> be considered for award if received in the Procurement Services office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation. If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES

315 W. MAIN STREET 4TH FLOOR, ROOM 416 TAVARES, FLORIDA

If you submit your bid or proposal by the UNITED STATES POSTAL SERVICE (USPS) please mail it to:

LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 32400 COUNTY ROAD 473 LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will <u>not</u> be accepted.

1.13.2 Completion Requirements for Invitation to Bid

One (1) signed original bid and two (2) complete copies of the bid shall be sealed and delivered to the Procurement Services office by the bidder no later than the official bid due date and time. Any bid received after this time will <u>not</u> be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

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

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Invitation to Bid (ITB) 16-0214." Do not indicate bid prices on literature.

Specific Completion Directions:

- > Pricing shall be completed as directed within Section 4.
- > Vendor shall submit the entire bid document (ITB) with entries completed as noted in this section and descriptive literature attached in the cited number of copies.

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- > Initial and date in **BLUE INK** the appropriate space(s) for each addendum for this ITB.
- > Insert any prompt payment discount that you will offer. All payment will be made in accordance with Florida Prompt Payment Act.
- > Complete all certifications included within Section 4 of the solicitation.
- > Complete the reference information sheets (include at least three references) contained within the solicitation.
- > Complete the vendor information, and sign the bid (IN BLUE INK), in the spaces provided in Section 4 of the solicitation.
- > If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- > Provide descriptive literature relating to any proposed alternate product clearly showing and describing the specific alternate product offerings for each item or group of items listed in Section 4 of this Invitation to Bid. Please ensure the descriptive information is sufficiently detailed to enable evaluation of product by the County.

Section 1.14 Accident Prevention and Barricades

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

Section 1.15: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that County facilities beyond those listed in the initial solicitation may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded and added to this contract by formal modification. The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Background Checks

Background checks for vendor personnel will be required for any installation to be completed at any location adjacent to a school property. Work at any such location shall not commence until the background check process has been completed with satisfactory results. Costs for

background checks that result in a satisfactory result will be reimbursed by the County on a direct cost basis as substantiated by supporting source invoice.

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Section 1.17: Business Hours of Operations

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.18: Catalogs May be Submitted with Offer

The vendor may provide one (1) or more copies of the current manufacturer's price list(s) and catalog(s) with the initial offer. Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs at no additional cost to the County.

Section 1.19: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees relating to testing, surveying and site plan efforts) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.20: Clean-Up

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.21: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the

business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

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Section 1.22: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.23: Conflicts Between the Drawings and Specifications

In the event of any conflict between the drawings and specifications contained within this contract, the following guidance shall govern:

A. Addenda shall supersede all other Contract Documents to the extent specified with the Addenda. Subsequent addenda shall supersede prior addenda only to the extent specified.

B. Drawing(s) and specifications are intended to agree and be mutually complete. Any item not contained within the drawing(s), but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing(s) or specifications at no extra cost to the County. Should anything not included in either the drawing(s) and the specifications be necessary for the proper construction and/or operation of the work herein specified, or should any error or disagreement between the specifications and drawing(s) exist or appear to exist, the vendor shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the County. If the discrepancy is noted before initial submission of offers, or before contract award, the vendor shall immediately advise the designated procurement agent of the perceived discrepancy. If the discrepancy is noted after award, the vendor shall immediately advise the cognizant user department project manager, and await that individual's resultant direction, before proceeding with the work in question.

Section 1.24: "Equal" Product Can be Considered

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or

service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

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Unless the vendor clearly indicates in its bid that it is proposing an alternate product, the bid shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified to include provision of descriptive literature clearly illustrating the proposed product and the essential adherence of the proposed product to the product illustrated in Attachment 2 of this solicitation. In addition, engineering calculations / drawings related to any proposed alternate structure, that are designed and sealed (to include DBPR insignia) by a professional engineer licensed to practice in the State of Florida, shall be submitted in support of any proposed alternate structure.

Vendors wishing to propose an alternate structure or item may submit the above-described technical literature with their bid. If the vendor perceives a need for County review / approval of a proposed alternate prior to bid submission, the vendor shall provide the above-described technical documentation at least 2 weeks prior to the established bid date.

The evaluation of the bid and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will <u>not</u> be responsible for locating or securing any information which is not included in the bid. To ensure that sufficient information is available, the vendor shall furnish as part of the bid all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.25: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.26: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.27: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

RFP Number: 16-0209

Section 1.28: Risk of Loss

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

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

Section 1.29: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

SCOPE OF SERVICES

ITB Number: 16-0214

Provide and Install Pre-Cast Concrete Restrooms and Other Buildings

General

The awarded contractor shall provide, furnish, and install precast concrete restrooms and other building(s) as individually ordered by the County and in accordance with all direction included in Attachment 2 of this solicitation. The structures shall be delivered and placed on a contractor-provided stone foundation constructed in full accordance with manufacturer's recommendations. The building is to be provided to the contractor by the manufacturer, in conformance with the manufacturer's structural requirements, with all necessary openings specified by contractor.

Although this effort is primarily focused on structures to be installed at Lake County parks, the resulting contract may be utilized by other Lake County government departments.

All work under the contract shall be performed in conformance with all aspects of this Scope of Services and the drawings and specifications provided at Attachment 2.

Although a specific manufacturer and specific model designations are stated in Attachment 2, the County will consider equal products from alternate sources in the manner described in solicitation provision 1.24. In addition, vendors proposing alternate products are to provide engineering calculations/drawings designed and sealed by a professional engineer licensed to practice in the State of Florida in support of any proposed alternate structure.

Estimated Permit Fees for the Proposed Work Stated Above.

For each pre-fabricated (modular) building, the fees are estimated at the following levels presuming each installation falls under County jurisdiction.

Given a square footage of 228 square foot the structures should fall under the commercial minimum of \$150.00 for the structure, \$75 for the plumbing and the OTF/Trust fees of \$9.00. The estimated per unit permit fee totals \$231.76.

The Building Services Division will need plans for review before issuing permits. This process is more than a one day turn around. For questions regarding building permits please contact Building Services Division at (352) 343-9653.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB. **Solicitation:** The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

- 1. Disclosure of Employment
- 2. Disclosure of Ownership
- 3. Drug-Free Workplace
- 4. W-9 and 8109 Forms The vendor must furnish these forms upon request as required by the Internal Revenue Service.
- Social Security Number The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
- 6. Americans with Disabilities Act (A.D.A.)
- Conflict of Interest
- 8. Debarment Disclosure Affidavit
- 9. Nondiscrimination
- 10. Family Leave
- 11 Antitrust Laws By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

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D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should <u>not</u> discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

<u>Changes to Bid</u> - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

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

3.3 PREPARATION OF BIDS

- A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. <u>FAILURE TO SIGN THE BID MAY RENDER THE</u> <u>BID NON-RESPONSIVE.</u>
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

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3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Procurement Services Manager will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

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

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

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3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$195,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

ITB Number: 16-0214 SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES

ITB TITLE: PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:	
The bidder must list below the dates of issue for each adder	ndum received in connection with this ITB:
Addendum #1, Dated:	
· ·	
Part II:	
☐ No Addendum was received in connection with this IT	В.
PRICING SECT	ΓΙΟΝ
Specification Section 2: Provide and Install Precast	Concrete Buildings
Item 1:10' x 12' x 8'h storage building	Total \$
Item 2: 30' x 8' x 8'h dugout	Total \$

SECTION 4 - PRICING/CERTIFICATIONS/SIGNATURES

Total \$ Item 3: 31' x 8' x 8'h dugout with storage Specification Section 3: Provide and Install Precast Concrete Dry Vault Restrooms Total \$_____ Item 4: Blue Ridge Single Dry Vault Restroom Total \$ Item 5: Sierra Outback Double Dry Vault Restroom Specification Section 4: Provide and Install Precast Concrete Plumbed Restrooms Item 6: Logan Single Plumbed Restroom Total \$_____ Total \$ Item 7: Carson Double Plumbed Restroom Total \$_____ Item 8: Sierra Outback Double Plumbed Restroom Total \$ Item 9: Northlake Triple Plumbed Restroom Total \$ Item 10: Volusia 6 stall Plumbed Restroom Total \$ Item 11: 20' x 24' x 8'h Concession with Four Stall Restroom Item 12: 24' x 30' x 8'h Concession with Eight Stall Restroom Total \$ Specification Section 5: Provide and Install Site Assembled Precast Panelized Building Total \$_____ Item 13: 20' x 24' Site Assembled Panelized Building Total \$ Item 14: 20' x 30' Site Assembled Panelized Building Total price for Items 1 through 14: \$_____ Additive Accessories and Options (Provide and Install) \$ 1. Xelerator Hand Dryer Model XLBW \$ 2. Dyson Air Blade ABO4-120-G Airblade Hand Dryer \$ _____ 2 Ton Bard HVAC with Heat and thermostat 3. Kohler china Soho White wall mounted sink 4.

ITB Number: 16-0214

American Std Model # 3695.128 rear discharge toilet

5.

\$

SECT	ION 4 – PRICING/CERTIFICATIONS/SIGNATURES	ITB Number: 16-0214
6.	Stainless steel urinal Acorn Engineering # 1709HEU	\$
7.	Stainless steel pit toilet Acorn Engineering #2131	\$
8.	Kohler K4991-ET-0 Bardon china urinal	\$
9.	Koala Kare Baby Changing St model # KKP-KB200-00	\$
10.	Electrical Package to include: - 100 Amp panel with GE 12 circuit - 24 space 100 Amp Main Breaker Load Center - Interior lights (3 each)	\$
	 Portfolio 26.5 inch white fluorescent with light diffusing Exterior – (2) - Utilitech Pro 180 2-head motion activate GFCI outlet (1 ea) Price for each additional interior light: \$ Price for each additional GFCI outlet: \$ 	shield. flood light.
11.	SA 12" Centrifugal fiberglass exhaust fan, assume electric is provided in building.	\$
12.	4" deep concrete sidewalk with Fibermesh priced per sqft:	\$
13.	6" deep concrete sidewalk with Fibermesh priced per sqft:	\$
14.	200 Ton Crane Upcharge, 50' reach, per installation effort:	\$
Vendo	or's Florida License Type and Number:	
It sThe deepeThe the	gning this Bid the Bidder Attests and Certifies that: satisfies all legal requirements (as an entity) to do business we undersigned vendor acknowledges that award of a contractermination by the County that the vendor has the capacity reform the contract. The bidder hereby certifies that it understands all requirements and undersigned individual is duly authorized to execute entract(s) and/or other transactions required by award of this series.	act may be contingent upon a and capability to successfully ats of this solicitation, and that this bid document and any
Vendo	Fication Regarding Acceptance of County Electronic Payabr will accept payment through the County's VISA- based el	able Process ectronic payment system:
Purch	nasing Agreements with Other Government Agencies	

22

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to

SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES

other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one) **Certification Regarding Felony Conviction** Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one) **Conflict of Interest Disclosure Certification** Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. **DUNS Number** (Insert if this action involves a federal funded project): General Vendor Information and Proposal Signature: Firm Name: Street Address: Mailing Address (if different): Telephone No.: Fax No.: E-mail: FEIN No. ____ - ____ Prompt Payment Terms: _____ % ____ days, net _____ Date: Signature: Print Name: Title: Award of Contract by the County: (Official Use Only) By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract. Vendor awarded as: Sole vendor Multiple Award vendor (unit price basisd) Multiple Award vendor (spot bid) Primary vendor for items: Secondary vendor for items: Other status: Signature of authorized County official: Date: Printed name: Title: Purchase Order Number assigned to this contract for billing purposes:

ITB Number: 16-0214

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References Form

Attachment 2: Specifications and Drawings

ATTACHMENT ONE: WORK REFERENCES FORM

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	,
Date(s) of Service	
Type of Service	
Comments:	
Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT 2 INVITATION TO BID 16-0214

SPECIFICATIONS AND DRAWINGS FOR PROVISION AND INSTALLATION OF RESTROOMS AND OTHER PRECAST BUILDINGS



LAKE COUNTY PARKS AND TRAILS

Table of Contents

Drawings and Specifications for Restrooms and other Pre-cast Buildings Lake County, Florida

Section 1. Finish Options

Section 2. Precast Concrete Buildings

Specifications for the Precast Concrete Building

Drawing 1: $10' \times 12' \times 8'$ h storage building layout and elevation

Drawing 2: 30' x 8' x 8'h dugout layout and elevation

Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

Section 3. Precast Concrete Dry Vault Restrooms

Specifications for the Precast Concrete Dry Vault Restroom

Drawing 4: Blue Ridge Single Dry Vault Restroom

Drawing 5: Sierra Outback Double Dry Vault Restroom

Section 4. Precast Concrete Plumbed Restrooms

Specifications for the Precast Concrete Plumbed Restroom

Drawing 6: Logan Single Plumbed Restroom

Drawing 7: Carson Double Plumbed Restroom

Drawing 8: Sierra Outback Double Plumbed Restroom

Drawing 9: Northlake Triple Plumbed Restroom

Drawing 10: The Volusia 6 stall Plumbed Restroom

Drawing 11: 20' x 24' x 8'h Concession with Four Stall Restroom

Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

Section 5. Site Assembled Precast Panelized Building

Specifications for the Site Assembled Precast Panelized Building

Drawing 13: 20' x 24' p.43 Drawing 14: 20' x 30' p.44

Section 1

Finish Options



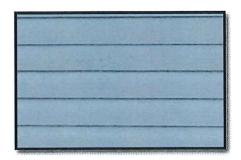
Split Face Block



Stucco



Barn Board



Lap Siding

SECTION 2

Precast Concrete Buildings

Specifications for the Precast Concrete Building

Drawing 1: 10' x 12' x 8'h storage building layout and elevation
Drawing 2: 30' x 8' x 8'h dugout layout and elevation
Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

PRECAST CONCRETE BUILDING

SPECIFICATION SHEET

PART 1 - GENERAL

1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete building to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

- A. Design Loads
 - 1. Seismic Design Category 'C', Importance Factor 1
 - 2. Standard Live Roof Load 60 PSF
 - 3. Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
 - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends \(\frac{1}{2} \)" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.
- C. Floor The floor is provided with the precast building and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick

and have a looped post tension cable. Floor will have a $\frac{1}{2}$ " recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

A. Door Hardware:

- 1. Handle: Yale 8822 Mortise Lever Lockset
- 2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.
- 3. Lock Set: PDQ Industries KR116 32D (stainless steel finish) or equal.
- 4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
- 5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.
- 6. Removable Astragal: A4441/68R or equal, optional.
- 7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.

- 8. Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
- 9. Drip Cap: National Guard 15D72 or equal.
- 10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.
- B. 1- Solatube 160 DS 10" skylight.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 - EXECUTION

3.01 SITE PREPARATION

- A. Building shall bear fully on a bed of crushed 3/8"stone base that is at least one foot larger in all directions than the footprint of the building.
- B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within 1/4" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

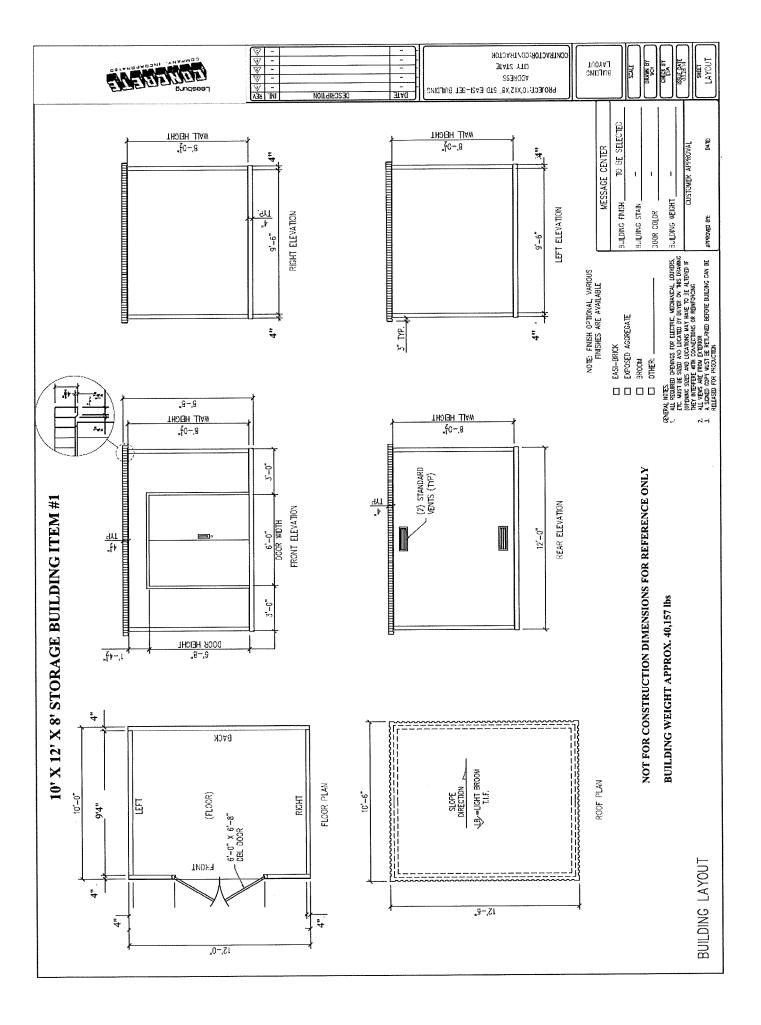
OR

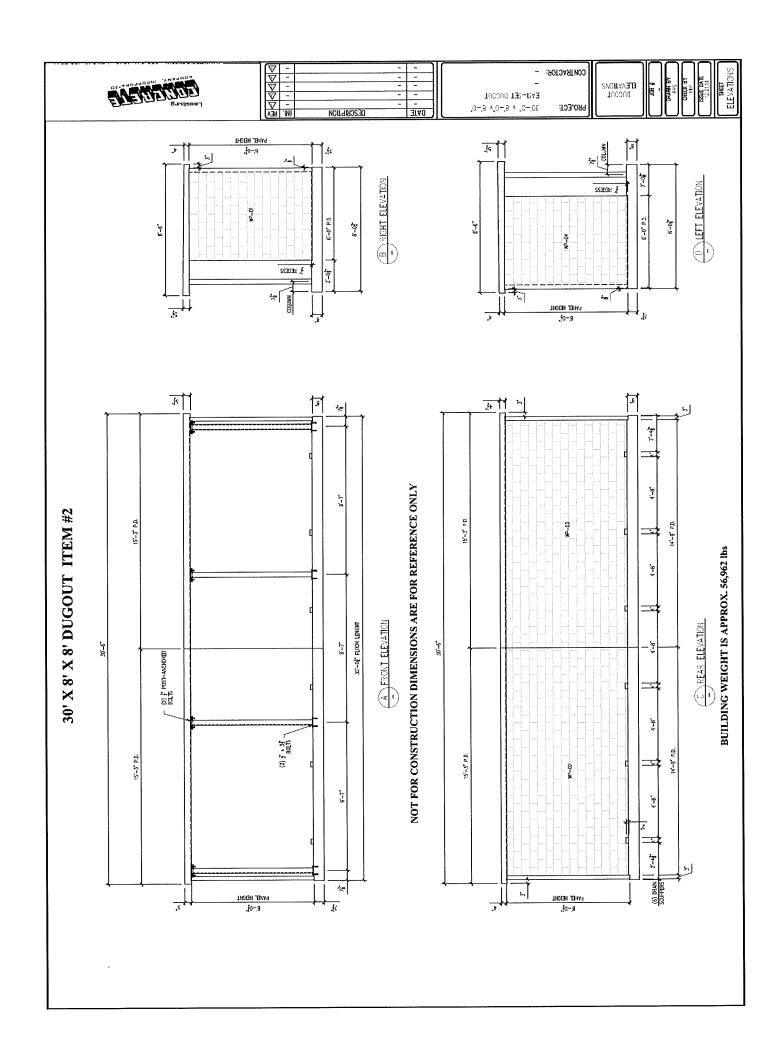
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

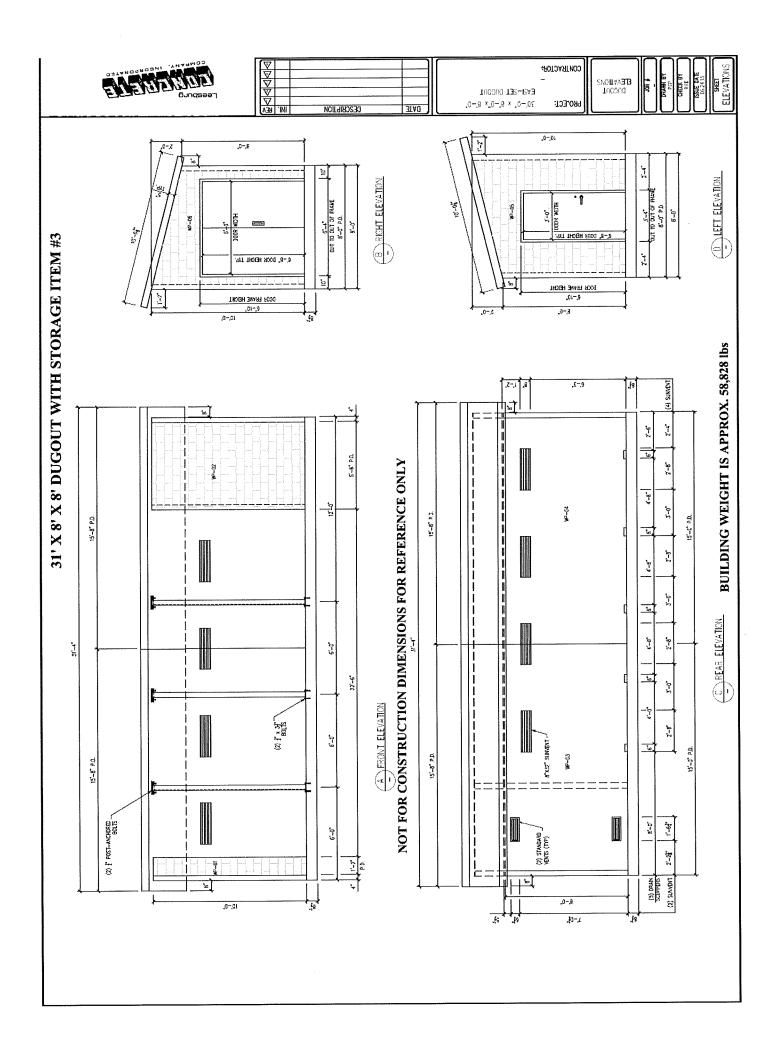
- D. Provide positive drainage for the fill, pad, or slab as required.
- E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.







SECTION 3

Precast Concrete Dry Vault Restrooms

Specifications for the Precast Concrete Dry Vault Restroom Drawing 4: Blue Ridge Single Dry Vault Restroom

Drawing 5: Sierra Outback Double Dry Vault Restroom

PRECAST CONCRETE DRY VAULT RESTROOM

SPECIFICATION SHEET

PART 1 - GENERAL

1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete dry vault restroom. Building to be brought to the site in assembled modules and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom vaults to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

A. Design Loads

- 1. Seismic Design Category 'C', Importance Factor 1
- 2. Standard Live Roof Load 60 PSF
- 3. Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
- 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
- Designed to meet the requirements of the Americans
 With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the
 date of these specifications.
- 6. Incorporates all design aspects of Sweet Smelling Technology (SST) as outlined by Brian Cook for the U. S. Forest

Service. SST equals Fresh Air Naturally (FAN) by Easi-Set Industries. ("In Depth Design and Maintenance Manual for Vault Toilets" – July 1991 – Publication No. 9123 1601)

- 7. Has one or two, one-piece vault(s) unit(s) to support the entire building, with a one piece floor unit with a 150 p.s.f. load capacity.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends $\frac{1}{2}$ " below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.
- C. Floor The floor covers the entire footprint of the holding tanks and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.
- D. Vault Precast Concrete Vault
 - 1. Plate for vault cleanout cover will be \(\frac{1}{4} \) thick diamond plate steel. Lid will be configured so that it can be locked with a padlock. Lid will be designed to resist surface runoff penetration into the vault. A neoprene gasket will be provided around the entire perimeter of the lid to provide an airtight seal.
 - 2. Vault Coating A USFS approved black Bituthene coatings as outlined in the ("In Depth Design and Maintenance Manual for Vault Toilets" July 1991 Publication No. 9123 1601) will be applied to the interior walls and the bottom of the building floor which prevents hydrogen sulfite gas from attacking the concrete.
 - 3. Sealant between vault and toilet floor to be 1"x1" Butyl Rubber Sealant. A septic tank grade neoprene gasket is also applied in between the holding tanks and floor to seal the joint.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal.
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

- 1. Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
- 2. ADA Stainless Steel Mirror
- 3. Toilet tissue dispenser Bobrick model # BOB-2740
- 4. Grab bar 36" Bobrick model # B 5806.99x36.
- 5. Grab bar 42" Bobrick model # B 5806.99x42.
- 6. Soap Dispenser by Bobrick model # BOB B-2112
- 7. Wall mounted trash can by Bobrick model # BOB-279
- 8. Door signs by Hillman with Braille, Men, Women, Unisex
- 9. ADA Compliant pit type toilet riser by Romtec Engineering 18" high, white cross linked polyethylene with heavy duty seat.
- 10. Solatube 160 DS 10" skylight in each restroom.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 - EXECUTION

3.01 SITE PREPARATION REQUIREMENTS

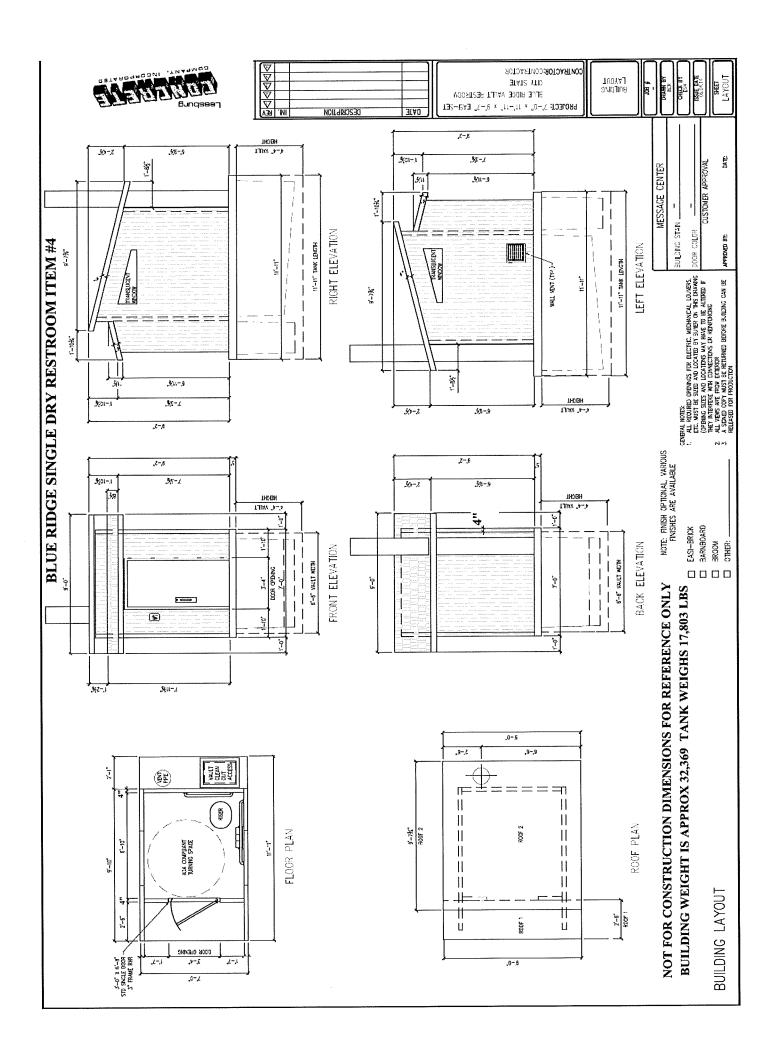
- A. Excavation and Elevation
 - 1. Comply with all applicable OSHA Standards for excavation.
 - 2. The double vault toilet requires a hole that is 16ft wide and 16ft long as measured at the bottom. Depth should be 4'-9" below desired finished floor elevation.
 - 3. Finish floor elevation will be 4-6 inches above natural grade measured at the front (entrance) of the exterior slab unless otherwise approved by the customer. The customer may specify a finish floor elevation for buildings at some sites. The contractor will install buildings at these sites with the floor elevation within \pm 0.05 feet of the specified floor elevation. It is very important that the installation provides drainage away from the structure.

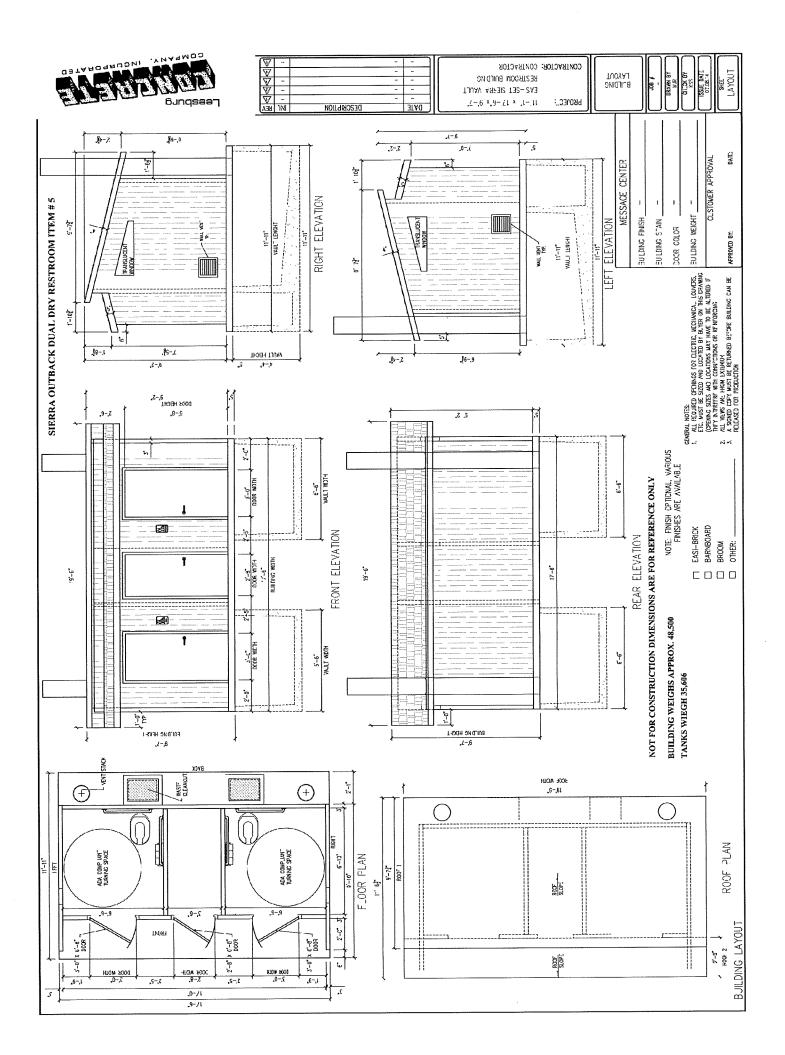
B. Bedding and Compaction

- 1. Compact the natural ground at the bottom of the vault excavation with a minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the customer.
- 2. Install sand or aggregate bedding material for leveling course. Compact leveling course with one pass with a whacker-type mechanical tamper or equivalent approved by the customer. Grade leveling course so there will be no high spots in the middle of the vault bottom. Compact with a second pass with a whacker or approved equivalent tamper.
- 3. Set vault in place. Backfill around structure. Use excavation material for backfill except that rocks larger than six inches in maximum dimensions shall not be placed within six inches of the exterior vault walls.
- 4. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.





SECTION 4

Precast Concrete Plumbed Restrooms

Specifications for the Precast Concrete Plumbed Restroom

Drawing 6: Logan Single Plumbed Restroom Drawing 7: Carson Double Plumbed Restroom

Drawing 8: Sierra Outback Double Plumbed Restroom

Drawing 9: Northlake Triple Plumbed Restroom
Drawing 10: The Volusia 6 stall Plumbed Restroom

Drawing 11: 20' x 24' x 8'h Concession with Four Stall Restroom Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

PRECAST CONCRETE PLUMBED RESTROOM

SPECIFICATION SHEET

PART 1 - GENERAL

1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete plumbed restroom to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. Florida DBPR Insignia required, Section 553, Part I F.S.
- B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- D. Florida Building Code 2014
- E. IBC 2012
- F. Concrete Reinforcing Institute, "Manual of Standard Practice".
- G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

- A. Design Loads
 - 1. Seismic Design Category 'C', Importance Factor 1
 - 2. Standard Live Roof Load 60 PSF
 - 3. Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
 - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
 - Designed to meet the requirements of the Americans
 With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of
 the date of these specifications.
- B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.

C. Floor – The floor is provided and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

- Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
- 2. ADA Stainless Steel Mirror
- 3. Toilet tissue dispenser Bobrick model # BOB-2740
- 4. Grab bar 36" Bobrick model # B 5806.99x36.
- 5. Grab bar 42" Bobrick model # B 5806.99x42.
- 6. Soap Dispenser by Bobrick model # BOB B-2112
- 7. Wall mounted trash can by Bobrick model # BOB-279
- 8. Door signs by Hillman with Braille, Men, Women, Family
- 9. Stainless steel Acorn Engineering wall mounted rectangular lavatory sink 20" x 22" model # 1953-LC-09 without valves.
- 10. Chicago Faucet model number 857-E12-665PSHABCP.
- 11. Stainless steel Acorn Engineering wall mounted rear discharge toilet model # 1675
- 12. Sloan Royal Flushometer manual flush valve.
- 13. Solatube 160 DS 10" skylight in each restroom.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.

C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 - EXECUTION

3.01 SITE PREPARATION

- A. Contractor or Manufacturer to bring all necessary utilities to a determined centralized point so as to align with an opening in the chase floor as called out in the manufacturer's provided plans.
- B. Building shall bear fully on a bed of crushed 3/8"stone base that is at least one foot larger in all directions than the footprint of the building.
- C. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within 1/4" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- D. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

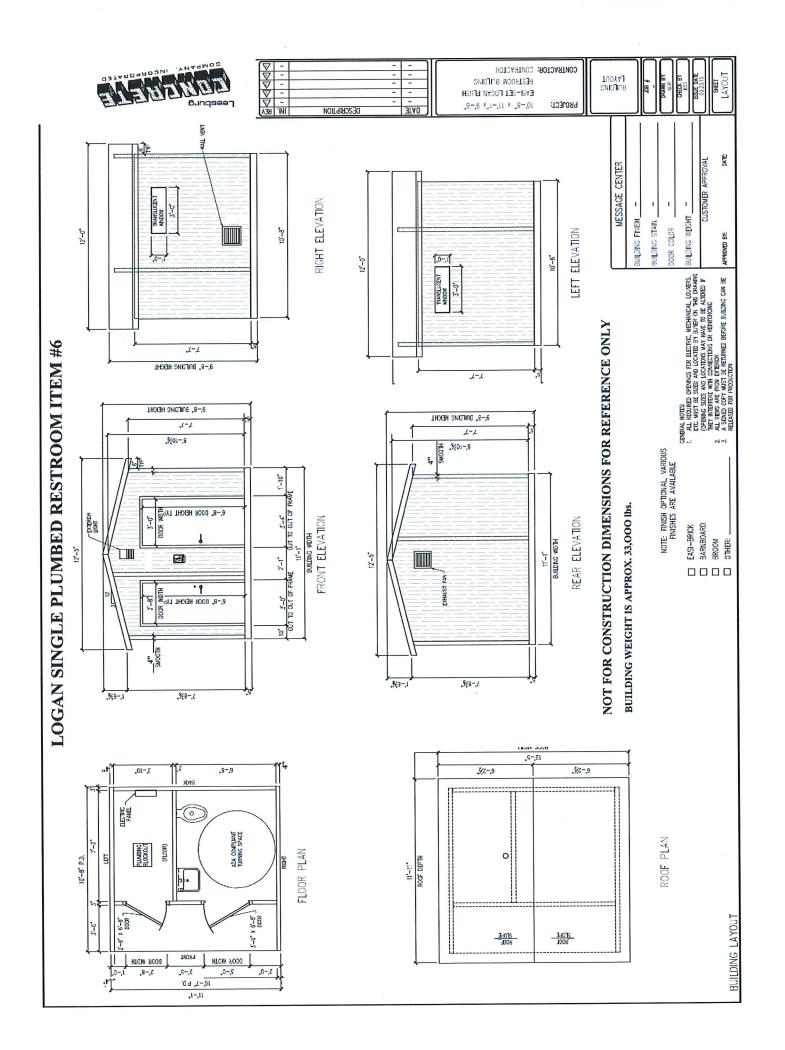
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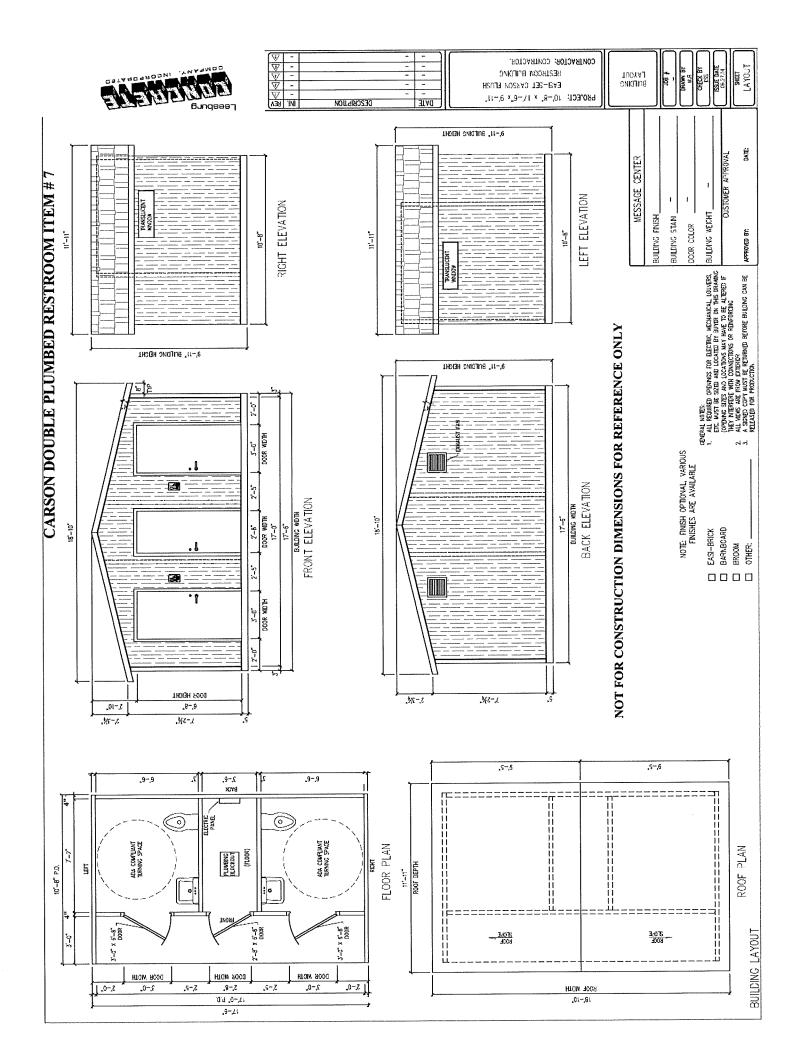
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

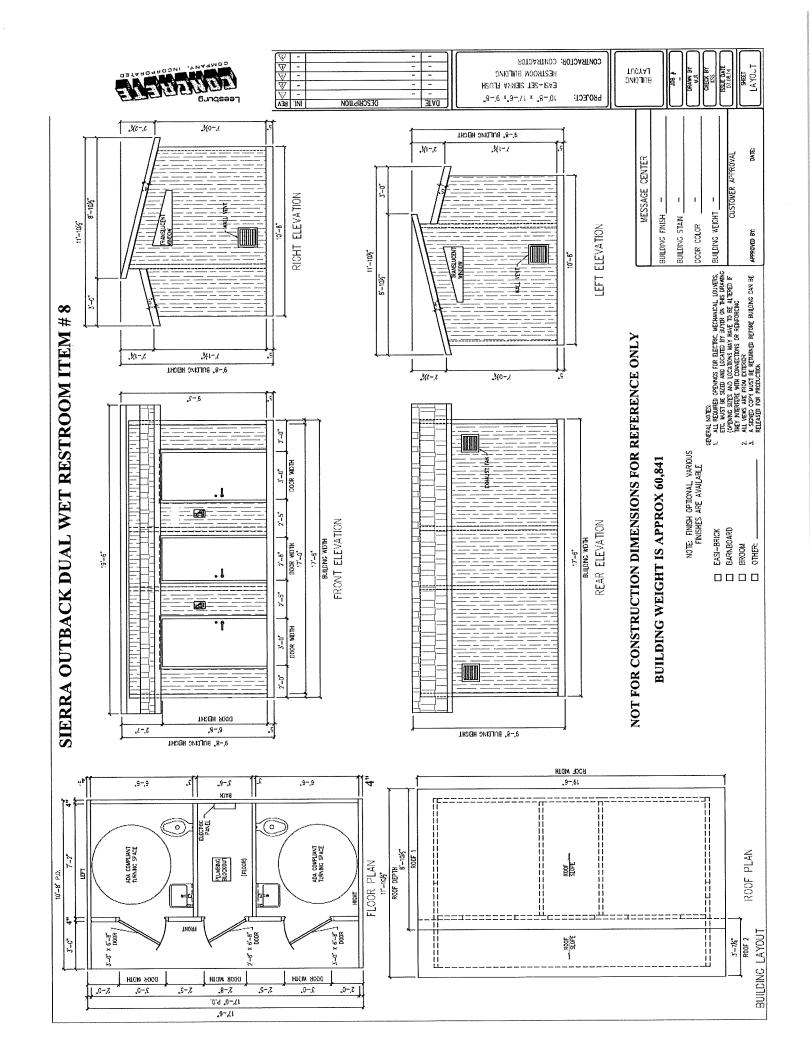
- E. Provide positive drainage for the fill, pad, or slab as required.
- F. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.





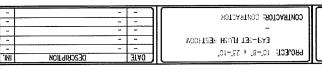


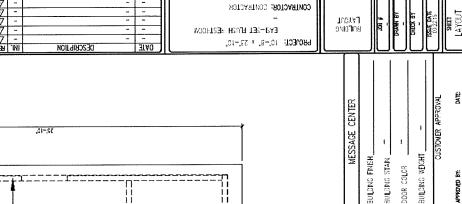


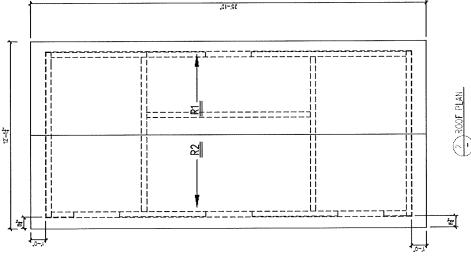
NORTHLAKE TRIPLE PLUMBED RESTROOM ITEM # 9 p.1 0F 2

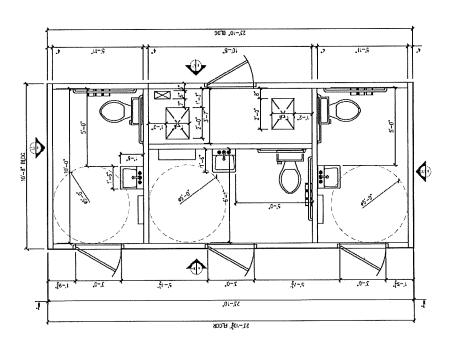
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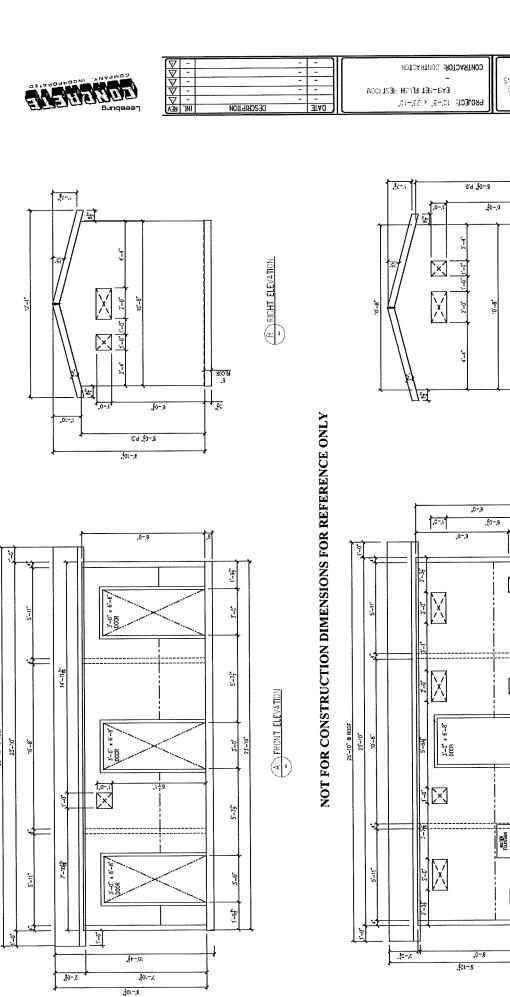




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FLOOR PLAN

EASI-BRICK BARNBOARD SROOM OTHER:



NORTHLAKE TRIPLE PLUMBED RESTROOM ITEM #9 p.2 of 2

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3. A STAND COPY WAST BY RETURNED BEFORE BALLICES.

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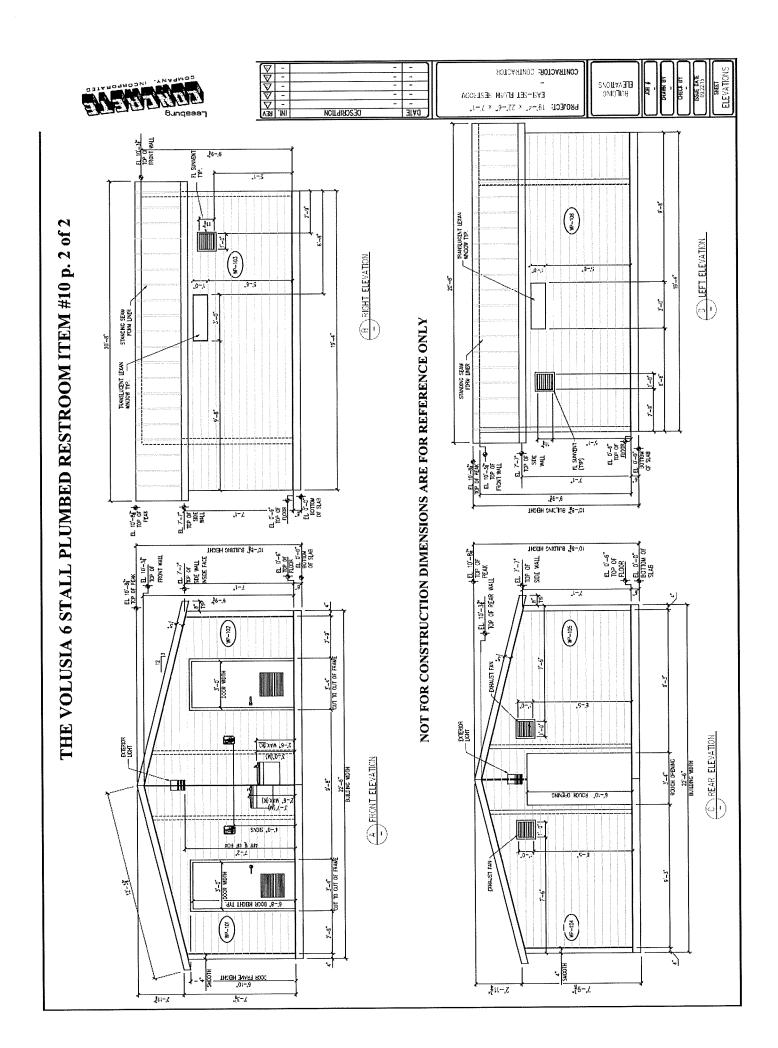
NOTE: FINISH OPTIONAL, VARIOUS FINISHES ARE AVAILABLE

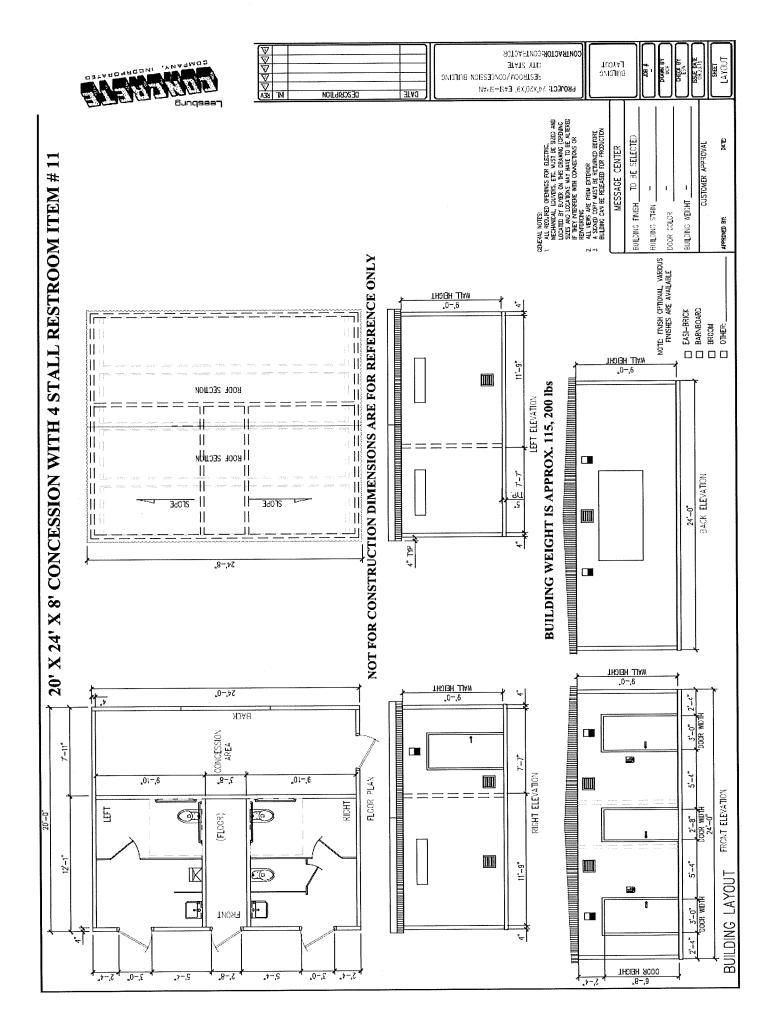
NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY

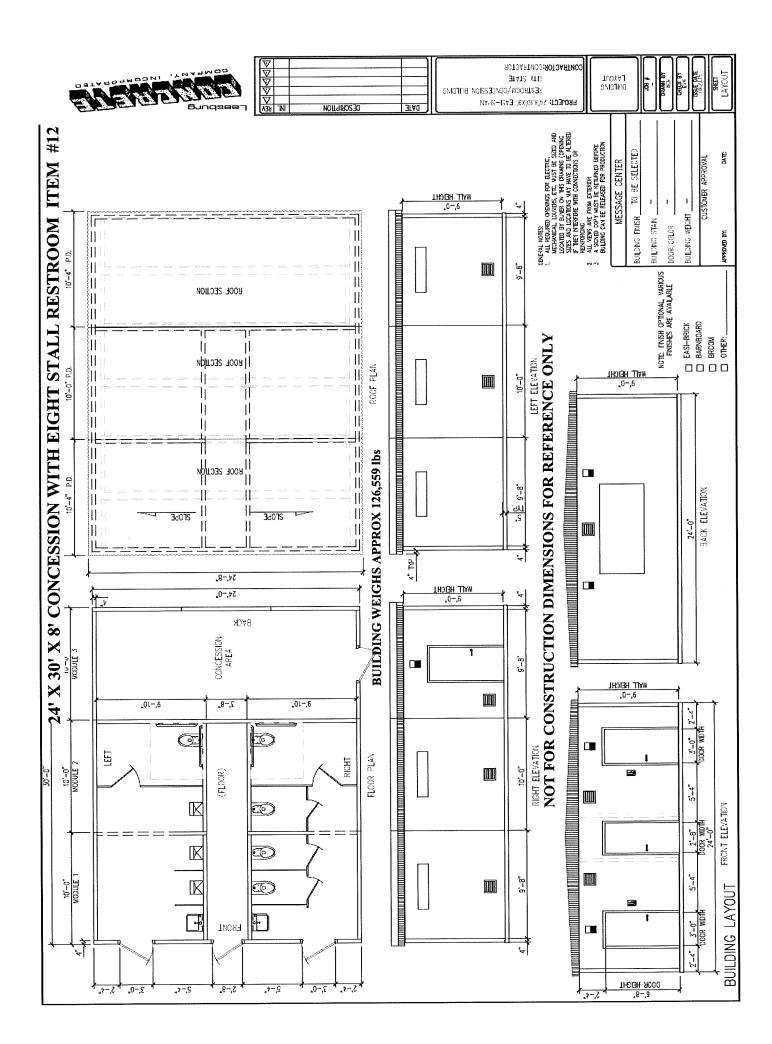
F-07 FLOOR PLAN

RIGHT

BUILDING WEIGHS APPROX 108,000 lbs







SECTION 5

Site Assembled Precast Panelized Building

Specifications for the Site Assembled Precast Panelized Building Drawing 13: $20' \times 24' p.43$ Drawing 14: $20' \times 30' p.44$

SITE ASSEMBLED PRECAST CONCRETE BUILDING

SPECIFICATION SHEET

PART 1 - GENERAL

1.01 SUMMARY

Contractor or Manufacturer to furnish a turn-key site assembled precast concrete building and set it upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

- A. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".
- B. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".
- C. Florida Building Code 2014
- D. IBC 2012
- E. Concrete Reinforcing Institute, "Manual of Standard Practice".
- F. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.
- G. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).
- H. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

Easi-Span roof and floor sections are fabricated in 10' widths and 20 or 24 foot lengths using a tri-beam post tensioning system.

- A. Design Loads
 - 1. Seismic Design Category 'C', Importance Factor 1
 - 2. Standard Live Roof Load 60 PSF
 - 3. Standard Floor Load 250 PSF (if precast floor provided by building manufacturer)
 - 4. Standard Wind Loading ASCE 7-10 conforming to geographic area.
- B. Roof: Roof panel incorporates a tri-beam post tensioned system that has a minimum of 8" slope from peak to edge. Each panel to be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends \(\frac{1}{2}\)" below the top edge of the wall panels to prevent water migration into the building along top of wall panels. Roof shall also have an integral architectural ribbed edge.
 - 1. Option: If indicated on contract drawings, building can be made expandable with a removable ribbed fascia panel. End wall and roof must have imbeds to allow post-tensioning of additional

sections onto existing structure without de-tensioning the existing structure. Roof slabs must be designed to span the free area without internal support for intermediate modules without end walls.

C. Keyway Roof and Floor Joints: Grout in keyways above cast in rubber Durajoint water stop with SikaFlex Floor panel or contractor supplied C.I.P slab must have a ½" step-down around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

1.04 SUBMITTALS

- A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
- B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.
- B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.
- C. Post-tensioning cable shall be 41K polystrand CP50, .50", 270 KSI, 7-wire strand, enclosed within a greased plastic sheath (ASTM A416). There will be a minimum of three post-tensioning cables connecting roofs and floors together to provide a watertight monolithic diaphragm.
- D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.
- E. Optional Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16" with bug screen, or equal
- F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

A. Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

B. Door Hardware:

- 1. Handle: Yale 8822 Mortise Lever Lockset
- 2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.
- 3. Lock Set: PDQ Industries KR116 32D (stainless steel finish) or equal.
- 4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.
- 5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.

- 6. Removable Astragal: A4441/68R or equal, optional.
- 7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.
- 8. Door Holder: Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder or equal.
- 9. Drip Cap: National Guard 15D72 or equal.
- 10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.
- C. (1) Solatube 160 DS 10" skylight.

2.03 FINISHES

- A. Interior of Building: Smooth form finish on all interior panel surfaces.
- B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
- C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 - EXECUTION

3.01 SITE PREPARATION REQUIREMENTS (Field assembled on cast-in-place floor)

OPTIONAL: Slab on grade to be designed by Engineer of Record and poured by others to a minimum 6" thick and 4,000 psi steel reinforced concrete. Slab to be level within 1/8" in both directions and capable of supporting loads imposed by the structure, with a $\frac{1}{2}$ " step-down along the perimeter edge.

3.02 SITE PREPARATION (Field assembled on precast floor system)

- A. EASI-SPAN® building shall bear fully on a crushed stone base that is at least one foot larger in all directions than the footprint of the building.
- B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within ½" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.
- C. The crushed stone base shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode, or otherwise be undermined.

OR

If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

- D. Provide positive drainage for the fill, pad, or slab as required.
- E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.03 ACCESS

The contractor must provide for a level unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.

