

Invitation to Bid
EIFS and Sealants Remediation
Buildings 17 & 23 Pensacola Campus
ITB 8-2017/2018



Deliver Sealed Bid and Two Copies to:

Purchasing and Auxiliary Services

Building 7, Room 737

1000 College Blvd.

Pensacola, FL 32504

Public bid opening: Pensacola State College will conduct a Public bid opening and evaluations on the date and time listed within the timeline which are held at Pensacola State College Board Room, 1000 College Blvd. Pensacola, FL 32504, Room 736. The College may choose to only open the individual bids and publicly announce who a bid was received from. The actual bid prices submitted will not be a public record until the date of posting or the number of days as defined in FS 119.071. Immediately following the bid opening, the Bid Evaluation Committee will evaluate the bids. This may require additional review by the committee or representative.

Timeline

The following timeline is a general guideline for issuance, evaluation, ranking and recommendation for award of this Invitation to Bid. The College reserves the right to change the dates of any events listed. Times listed are local time.

<u>DATE</u>	<u>EVENT</u>
October 4, 2017	ITB issue date
October 17, 2017, 8:00 am	Site Visit on location, beginning College Blvd. facing front of Building 10
October 18, 2016, 2:00 pm	Deadline for questions and requests for clarifications
October 31, 2017, 2:00 pm	Bids due

The timeline above is a proposed schedule. The College may amend the dates as required. All dates and locations of evaluation committee meetings will be posted to Purchasing's website: <http://www.pensacolastate.edu/business-psc/>.

Pensacola State College is a political subdivision of the State of Florida and as such is exempt from all Federal and State taxes. Pensacola State College reserves the right to reject any portion or all bids, to resolicit bids or not and to waive informalities as deemed in the best interest of Pensacola State College. The bid shall remain in force for thirty (30) days after the time of opening.

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with Pensacola State College.)

1.0 OVERVIEW

Pensacola State College is soliciting qualified bids from qualified firms to provide materials and labor to repair EIFS, apply stucco finish, apply skim coat as necessary and replace sealants to Building 17 and 23 as identified in Attachment A.

- 1.01 In order to maintain a fair and impartial competitive process, Pensacola State College shall avoid any oral communication with prospective bidders other than through the purchasing office during the bid process. However, all solicited bidders will be provided a copy of all written questions submitted and Pensacola State College's responses to them, unless the written inquiry pertained to an administrative or procedural matter. Send all inquiries to the attention of: Ted Young, Director of Purchasing and Auxiliary Services, Email: purchasing@pensacolastate.edu.

From the date of issuance of this ITB, until a proposal is made, Respondent must not make available or discuss its proposal, or any part thereof, with any employee or agent of the College, unless permitted by the Director of Purchasing and Auxiliary Services, in writing. Contacting the College's personnel or members of the College's District Board of Trustees, either directly or indirectly, regarding this ITB, the selection process or any attempt to further a proposer's interest in being selected, may result in proposer being disqualified and shall render the award to said proposer voidable by the College.

Questions concerning this ITB shall be directed to Ted Young, Director of Purchasing and Auxiliary Services at purchasing@pensacolastate.edu and to no other person or department at the College. Questions and requests must be in writing and must be received no later than the date and time indicated in the timeline.

- 1.02 Any addenda issued prior to the opening of the ITB for the purpose of changing the specifications of this request for proposal or related documents, or clarifying the meaning of the same, shall be binding in the same way as if originally written in the ITB specifications and related documents. Since all addenda are available to proposers at the office of the Pensacola State College Director

of Purchasing and Auxiliary Services, it is each bidder's responsibility to check with the issuing office and immediately secure all addenda before submitting your bid. The Pensacola State College Director of Purchasing and Auxiliary Services emails addenda to all known prospective bidders, but no guarantee can be made that addenda will be received.

- 1.03 The bidder is assumed to be familiar with all Federal, State of Florida and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the proposer will in no way relieve you from your contractual responsibility. Any resultant award shall include requirements that the resultant contract shall be governed by the laws of the State of Florida.
- 1.04 As deemed in the College's best interest, the College reserves the right to reject any or all bids submitted, resolicit bids or not, award any portion(s) of this ITB, waive informalities, issue to all responsive bidders request for information (RFI's), issue requests to negotiate with finalist and solicit best and final offers, evaluate to determine technical equivalents, award this ITB on a Lot by Lot basis to the responsive low bidder meeting specifications.
- 1.05 QUALIFICATIONS: Bidders shall furnish documentation of the following:
- a. He or She is currently registered with or hold an unexpired License issued by the Florida Construction Industry Licensing Board in accordance with current applicable regulations, Licensing of Construction Industry, Florida Statutes.
 - b. He or She presently maintains a permanent bona fide place of business practicing this type of work and has had the appropriate experience.
 - c. He or She has available, or can obtain, adequate equipment and financial resources to undertake and execute the Contract properly and expeditiously, in accordance with present day practices.
 - d. All subcontractors shall be fully licensed in the State of Florida and shall be bondable. Submit copies of current license and documentation from bonding company showing compliance.
 - e. He or She shall submit with the Bid the enclosed document entitled "Sworn Statement under Section 287.133(3) (a), Florida Statutes. On Public Crimes".

The apparent successful bidder shall also, at the request of the College, submit a fully executed "Contractor's Qualification Statement" AIA Document A305. The College reserves the right to take into consideration the quality of references of the apparent low bidder of a general construction contract.

- 1.06 LICENSE: In accordance with Chapter 489.113, Florida Statutes, all individuals or entities engaging in and providing construction services shall be licensed in the State of Florida for that activity. This license requirement includes general and sub-contractors.

The successful low bidder shall be required to submit a list of all contractors to be involved in said project with applicable license numbers (see form included in these documents), including a photographic copy of current license certificates. Submittal of proof of license shall be made with, and as a part of signed contract.

Prime Contractor shall submit proof of licensure with the Bid Form. Failure to submit required proof of license shall be cause for Owner to reject bid as non-responsive, and award bid to second lowest qualified bidder.

- 1.07 DISQUALIFICATION OF BIDDER: More than one Bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid for the same will cause the rejection of all Bids which such Bidder is believed to be interested. Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices are obviously unbalanced may be rejected.
- 1.08 MODIFICATION OF BID: Bid modifications will be accepted from Bidders if addressed to the Owner at the place where Bids are to be received and if received prior to the opening of the Bids. Modifications may be in written or telegraphic form. Modifications will be acknowledged by the Owner before opening of formal Bids.
- 1.09 WITHDRAWAL OF BIDS: Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.
- 1.10 BUILDING PERMIT: A permit will be issued to the Contractor by the Facilities Planning and Construction Department of Pensacola State College.
- 1.11 SECURITY: The Contractor shall be responsible for maintaining security, and the contractor shall be responsible for replacement or repair of items and/or equipment stolen, lost or damaged while the building security is under the care of the Contractor. The Contractor shall be responsible for having a job superintendent present whenever work is in progress. The Contractor shall not change superintendent without the Owners approval.
- 1.11 BID BOND: A bid bond or deposit, in the amount of five percent (5%) of the base bid will be required to accompany each bid, as guarantee that the successful bidder, will enter into a contract with the Owner, if desired by same. Any deposit must be in the form of a Certified Check, or a Cashier's Check. The bid bond or deposit will be held as liquidated damages, in the event that the successful bidder refuses to enter into a contract with the Owner.
- 2.00 GENERAL
- 2.01 BASIC DEFINITIONS: Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested. The terms Architect, Building Inspector, and Engineer are used interchangeably.
- 2.02 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS: If a discrepancy occurs on drawings, in specifications, or between drawings and specifications, the greater quantity or value takes precedence.
- 2.03 WARRANTY: The warranty herein guarantees the proper operation of all structures, components and systems constructed or installed by the contractor for a period of one year after the date of substantial completion.

If within the guarantee period, repairs or changes are required in connection with the guarantee work, which in the opinion of the College is rendered necessary as the result of the use of materials, equipment, or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the College, and without expense to the College, proceed to:

Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and

Make good all damages to the structure or site, or equipment or contents thereof which, in the opinion of the College are the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

2.04 INDEMNIFICATION: To the fullest extent permitted by law, the firm shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the firm or other person utilized by the firm in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

2.05 SUBCONTRACTORS: The Contractor shall not contract with any person or entity declared ineligible under Federal laws or regulations from participating in federally assisted construction projects or to whom the Owner or the Architect has made reasonable objection.

2.06 CHANGES IN WORK: Maximum percentages of overhead and profit which may be added by the Contractor to actual costs of such changes in the work are specifically set forth as follows:

For all work done by his organization, or subsidiaries of his organizations, including work traditionally considered as subcontractor work, the Contractor may add 15% of his actual costs for combined overhead and profit. For any work performed by a subcontractor or forces under the respective subcontractor including any sub-subcontractors or persons not in the direct employ of the subcontractor, a total of 15% of the cost of the change, with 10% to be assigned to the subcontractor and any forces under him and the General Contractor may add 5% of the cost above subcontractor's cost for his overhead and profit.

The above percentages shall be considered reasonable allowance for overhead and profit due to the contractor. The Contractor shall submit receipts or other evidence showing his costs and his right to the payment claims. All changes in work shall be provided with a detailed cost breakdown indicating material and labor units for all work to be performed. In addition, the cost breakdown shall contain all current tax and labor burden. The allowable amount for the material tax shall be 7.25% and for labor burden shall be 30%.

2.07 The Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located and to which the Owner has no reasonable objection, such insurance as will protect the Contractor or Owner from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone for whose acts any of them may be liable:

Claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed.

Claims for damages because of bodily injury, occupational sickness, or disease, or death of the contractor's employees.

Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees.

Claims for damages insured by unusual personal injury liability coverage which sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.

Claims for damages other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

Claims involving contractual liability insurance applicable to the Contractor's obligations. Coverage from storm damage due to work being performed. Not properly securing site.

2.08 Insurance required shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater. "Contractor's proposal excludes Builders Risk coverage". Contractor shall provide evidence of property insurance in the form of its standard Installation Floater Policy which provides coverage for materials and equipment installed, stored or in transit. Contractor shall not be responsible for payment of any deductibles under any other coverage provided by Company or Owner, specifically but not limited to a Builder's Risk Policy. Insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Owner shall be added as an additional insured on all policies.

2.09 Provide Certificates of Insurance to the Owner and maintain the following coverage's indemnifying the Owner for not less than the stated limits or greater where required by law. Owner shall be a named insured on the Certificates.

1. Workmen's Compensation.

a. State: Statutory

b. Employer's Liability:

\$100,000.00 per Accident

\$500,000.00 per Accident, Policy Limit.

\$100,000.00 per Accident, Each Employee

2. Comprehensive or Commercial General Liability (including Premises Operations;

Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

a. Bodily Injury: \$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate

b. Property Damage: \$1,000,000.00 Each Occurrence \$2,000,000.00 Aggregate

c. Products and Completed Operations to be maintained for 5 years after final payment: \$1,000,000.00 Aggregate.

Property Damage Liability Insurance shall provide X, C and U Coverage, Broad Form Property Damage Coverage shall include Completed Operations.

Contractual Liability:

a. Bodily Injury: \$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

b. Property Damage: \$1,000,000.00 Each Occurrence

\$2,000,000.00 Aggregate

Personal Injury, with Employment Exclusion deleted: \$2,000,000.00 Aggregate

Business Auto Liability (including owned, non-owned and hired vehicles):

a. Bodily Injury: \$100,000.00 Each Person

\$300,000.00 Each Occurrence

b. Property Damage: \$100,000.00 Each Occurrence

If the General Liability coverages are provided by a Commercial liability policy, the:

A. General Aggregate shall be not less than \$2,000,000.00 and it shall apply in total, to this Project only,

B. Fire Damage Limit shall be not less than \$100,000.00 on anyone Fire,

Umbrella Excess Liability: \$5,000,000.00 over primary insurance,

2.10 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 3.1 shall contain a provision that coverage afforded under the policies will not be concealed or allowed to expire until at least 30 days' prior written notice has been given to the Owner. These certificates shall set forth evidence of all coverage required by 3.1.4 and 3.2.1. The form of certificate shall be AIA Document G705. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

3.00 SPECIAL CONDITIONS

3.01 Florida sales tax exemption no: 85-8012557294C-2.

3.02 Pensacola state college reserves the right to reject any or all ITBs/proposals received, to resolicit or not and to waive informalities as deemed in the best interests of the College.

3.03 Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a ITB on a contract to provide goods or services to a public entity, may not submit a ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit ITBs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. All invitations to ITB, as defined by 287.012(11) FS, request for proposals, as defined by 287.012(15) FS, and any written contract document of the state shall contain a statement informing entities of the discrimination provisions.

3.04 Pensacola State College reserves the right to award an individual lot or a combination of lots; reject any or all lots, whatever seems in the best interest of the College.

3.05 The specifications listed are meant to demonstrate the work parameters required, and the functional limits listed are to be considered minimal unless changed by addendum to the bid. Bid evaluation will be made strictly from the minimal specification. Each particular specification which the equivalent offered which does not meet must be identified and submitted along with the detailed specification sheet of the equivalent offered.

3.06 The successful bidder shall fully guarantee all items furnished against defect in materials and/or workmanship for a period of 365 days from date of final acceptance by Pensacola State College. Should any such defect, except for normal wear and tear, appear during the warranty period, the successful bidder shall commence repair or replace same at no cost to Pensacola State College within 72 hours after notice.

3.07 Proposal tabulations with recommended awards will be posted on the purchasing web page http://purchasing@pensacolastate.edu/purchasing/current_solicitations.asp

A notice of intended decision to recommend or reject proposals shall be posted in the Purchasing Department and College website at <http://www.pensacolastate.edu/business-psc/>. If a potential Protestor desires to protest a decision or intended decision of the College, the potential Protestor must timely deliver a Notice of Intent to Protest within seventy-two (72) hours of the College's posting of its decision or intended decision. A potential Protestor's failure to timely file a Notice of Intent to Protest within the seventy-two (72) hour time period shall constitute a waiver of the right to protest proceedings.

A Notice of Intent to Protest shall: (i) be delivered to the Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504; (ii) identify the solicitation by number and title or any other language that will enable the College to identify it; and (iii) state that the person intends to protest the decision. The seventy-two (72) hour period will not be extended by service of the Notice of protest by mail.

The Protestor must then timely deliver a Formal Written Protest to Pensacola State College's Purchasing Department and addressed to the Director of Purchasing and Auxiliary Services at 1000 College Blvd., Pensacola, FL, 32504 within ten (10) days after the date the Notice of Intent to Protest was filed. The seventy-two (72) hour period will not be extended by service of the Notice of Protest by mail. The Formal Written Protest must include the required filing fee and security bond as specified herein. The failure of the Protestor to timely file the Formal Written Protest or to timely file the filing fee and security bond shall constitute a waiver of the Protestor's right to protest proceedings and/or the denial and dismissal of the Protestor's protest.

The formal written protest shall contain the following information:

1. The identification of the Protestor.
2. A statement of when and how the Protestor received notice of the College's action or proposed action.
3. A statement of the material facts alleged, including a statement of the specific facts the Protestor contends warrant reversal or modification of the College's proposed action.
4. A statement of the specific rules or statutes that the Protestor contends require reversal or modification of the College's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes.

5. A statement of the relief sought by the Protestor, stating precisely the action Protestor wishes the College to take with respect to the proposed action.

A Protestor may only protest a decision or intended decision of the College resulting from a competitive solicitation for a contract of \$65,000 or more. A valid Protest must allege that the College violated law, regulation, its rules and/or procedures or the terms, conditions or specifications contained within the competitive solicitation documents. Mere disagreement with the result of a competitive solicitation is not sufficient grounds for a valid Protest.

Notwithstanding anything in this procedure to the contrary, a protest may not challenge the relative weight assigned to the solicitation evaluation criteria by the College, or the formula for assigning points in making an award or recommendation of award.

For the purposes of determining timeliness of any notice or filing or the tolling of any time period under this process: (i) references to "days" shall mean calendar days; (ii) in the event that the final day for a College employee or official to respond or for a person to file a protest or appeal falls on a Saturday, Sunday, or a College observed holiday, the date for responding or filing such protest or appeal shall be extended until the next day which is neither a Saturday, Sunday, or College observed holiday; and (iii) notices received by the College after the close of the College's business hours at 4:00 p.m. local time, shall be deemed received by the College effective as of the next business day of the College.

The Protestor shall be liable for all of its own costs and expenses incurred related to a Protest, including all appeals.

The Protestor shall file with the Purchasing Department, a security in the form of a certified check, letter of credit or protest bond (in a form, and with such terms, approved by the College) payable to the College in an amount equal to two percent (2%) of the estimated contract amount, or proposal amount. If no contract price was submitted, the College shall estimate the contract amount based on factors including, but not limited to, the price of previous or existing contracts for similar contracts or services. Such bond or other security must be received prior to the expiration of the time for filing the Formal Written Protest. If the protest is successful, the posted security will be refunded in full. If the protest is unsuccessful, the security shall be returned, less all fees, expenses, damages, costs and charges incurred by the College.

Noncompliance with these filing requirements within the applicable deadline for filing of the Protest shall be deemed to be a waiver by the Protestor of the right to protest proceedings under this procedure.

- 3.08 Contractor and subcontractor personnel are not permitted to use the campus facilities. Smoking is not permitted in any campus facility. Profane language or improper behavior will result in immediate termination from the construction site.

The Contractor shall erect temporary barricades and fencing as required to keep the unauthorized out of the construction area, and provide signs that read. "This area is a designated construction site; anyone who trespasses on this property commits a felony per Florida Statute 810.09(2d).

Contractor's Qualification Statement

EIFS and Sealants Remediation for Pensacola State College, Buildings 17 and 23, 1000 College Blvd, Pensacola, FL 32504., shall be performed by a company and or its sub-contractors that are specialized in EIFS repairs and Sealants for Commercial project on the Gulf Coast, with a minimum of (10) ten years' experience performing the work as required by the project specifications. The contractor and its sub-contractors shall submit with Bid Package, documentation of relevant experience to include a list of at least three completed projects of similar nature, size, scope, and complexity of this project completed in the past five years.

Date: _____, **2017**

Company Name and Address: _____

Telephone: _____ Fax: _____

Contact Person: _____ Title: _____

Contractor's license No: _____ (*Attach copy of license*)

References: (list a minimum of three (3) projects and contact individuals similar in scope and type of construction as this project.)

Project: _____

Contact Name: _____

Phone: _____

Project: _____

Contact Name: _____

Phone: _____

Project: _____

Contact Name Phone: _____

Phone: _____

Corporate Officer certifying information above:

Date: _____

Name: _____

Title: _____

Signature. _____

EIFS and Sealants Remediation

Pensacola State College– Buildings 17 and 23 Pensacola Campus

1000 College Blvd, Pensacola, FL 32504

Scope of Work: EIFS Repairs

1. Provide scaffolding as needed for access—deliver, set up and dismantle— Scaffolding to be set up and maintained in compliance to current OSHA standings.
2. Pressure washing and cleaning of all surfaces prior to commencement of remediation.
3. Provide a sample of texture and color for owner approval.
4. Repair all damaged columns at front and rear of building.
5. Repair damaged walkway lids at front and rear of tall section and small section at East end of building
6. Repair all holes/damages in stucco walls using EIMA recommended repair procedures.
7. Create slope at trim bands and window sills for proper fall as necessary
8. Install over EIFS walls - Base coat (BASF Senergy Alpha Base Coat) and fiberglass mesh (Senergy FLEXGUARD 4—4 ounce/yd² mesh) - to entire existing EIFS wall surfaces all elevation.
9. All EIFS walls to have two base coat applications—no visible reinforcing mesh.
10. Install one coat of BASF Primer over Alpha Base coat. Primer shall dry for 24 hours before the application of the finish coat.
11. Apply stucco finish at same areas—Senerflex Tersus finish.

Scope of Work: Sealants

12. Remove existing sealants at doors, windows and wall penetrations
13. Remove existing sealants, clean surfaces, apply Dow Primer P, and Apply Dow 795 Sealants at all door, window and wall penetrations. Install Closed Cell Backer Rod at applicable locations.

The Work of this project includes: Mobilization is to include delivery and set up of all materials, equipment and incidental items necessary to safely access areas of work to complete specified stucco repairs, coating and sealants. The Contractor is responsible for mobilizing and maintaining of job specific equipment, safety equipment, building protection, and landscape protection.

Prior to mobilization, submit a site drawing that delineates the location of all facilities, including any sub-contractors, and items such as trailers, dumpsters, storage units for material, parking, first aid, portable toilets, etc. Work of this Project Manual is specific to the stucco repairs, coating, sealants and its related components.

If repair to structural components of the building are identified, a structural engineer will be required to determine scope of work for repair of those items.

General Conditions and Permits:

Provide dumpster(s) to dispose of construction debris (Location to be approved by owner)

Provide temporary toilet(s) for the duration of the project (Location to be approved by owner).

Supply and setup equipment as necessary

Obtain applicable building permits from Pensacola State College, Department of Facilities Planning and Construction.

At the time of this ITB, NO engineering was required. If engineering is to be required to perform repairs for undisclosed damages, then this will be treated as a Change Order and will require owner approval.

Job site to be kept in a safe and clean state at all times. Control of all debris is critical to the project. Magnet will be used to police the work areas for nails and fasteners.

Special Requirements

All work required under this agreement shall be performed from the exterior of the building.

The Contractor, Subcontractors and their employees shall not be permitted inside any of the Owner's building, unless directed by and in compliance with all applicable regulations of the Building Authority having jurisdiction and shall be prohibited from using any of the Owner's facilities such as restrooms, swimming pool etc., and shall be confined to those immediate areas necessary to accomplish their work as designated by the Owner.

The Contractor shall not use the existing telephone and fax of the Owner.

The Contractor will provide access to each of the work repair areas as may be reasonably necessary.

The Contractor shall keep existing driveways and entrances serving the premises clear and available to the Owner and guests.

The project schedule shall conform to all the Owner's requirements for the use of the existing facility with minimum interruption to normal operations, following the guidelines for phasing indicated in the applicable Contract Documents and general standards for safe and efficient construction.

The project shall be substantially complete within 90 days from project award.

Liquidated Damages:

\$750.00 per day beyond projected completion date. With 7 approved rain days.

Location of Project

The project is located at:

Pensacola State College, Buildings 17 and 23, 1000 College Blvd, Pensacola, FL 32504

Demolition

The Contractor shall be responsible for all demolition that may be required to complete the work.

The Contractor shall not endanger other work in the demolition process. Costs caused by defective or ill-timed work shall be borne by the Contractor.

Demolition or restoring performed by the Contractor that is unacceptable by the Owner shall have such correction of restoration work performed when so instructed. The cost of such work shall be become by the Contractor for defective work.

Work shall be done in a neat manner by personnel skilled in their trades and the final work shall be subject to approval by the Owner and the Construction Manager.

Verifications of Existing Dimensions

Verification of existing dimensions and construction details is required of the Contractor. Procurement of the field information and said verification for the construction of fabrication of materials shall be the Contractor's sole responsibility. Differences in dimensions used in Base Bid and actual dimensions are not basis for change order; all dimensions and quantities of work stated in Scope of Work are to be verified by the Contractor. The only dimensions and / or quantities that will be considered for ADD or DEDUCT are hidden damage.

Construction Requirements

Every effort must be made to keep downtime, construction debris, and dust to a minimum.

The Contractor must provide adequate protection of the facility for weather and security. As a minimum, all doors, windows, and wall openings shall be covered with poly when repairs require.

Trash Removal

Contractor shall provide dumpsters as necessary for the (temporary) collection of trash, debris, rubbish and other waste material resulting from the Contractor's performance of the work. The dumpster shall be located in an area acceptable to the Owner. All trash, debris, rubbish and other waste material resulting from the Contractor's performance of the work shall be removed from the site at the Contractor's expense. Disposal of any materials for this project shall be approved landfill/disposal sites as authorized by the county at regular intervals during the performance of the work and when the dumpster is full.

The Contractor shall maintain the site in an orderly manner as to prevent interference with the Owner. As a minimum, trash and debris shall be removed from the work areas at the completion of each day's work to the Contractor's designated dumpster.

At the completion of the work, the Contractor shall thoroughly clean all areas of the facility affected as a result of the Contractor's operation. All glass shall be cleaned and all surfaces shall be free of dust, debris and construction residue. Daily policing of nails/fasteners around work areas.

Acceptance of Substrate

The Contractor's installation of any products on a surface or substrate shall constitute full acceptance of the condition of the surface or substrate as sound and appropriate to receive the Contractor's work. Defective work resulting from any unsound or unacceptable surfaces or substrates shall be repaired at the Contractor's sole expense, including repairs or corrective action required of the surface or substrate.

Safety and Protection

The Contractor shall exercise diligent effort to protect all existing elements of the facility, which are to remain, from damage as a result of the Contractor's performance of the work.

The Contractor shall inspect and video, and/or take still shots of all areas as to condition before construction begins. A copy shall be provided to Owner prior to work starting in each area at the construction meetings. Failure of the contractor to identify and document prior deficiencies of the property makes it difficult to prove when the problem occurred and the Construction manager will err on the side of the Owner. It is the Contractor's responsibility to identify all deficiencies at each work area that exist before Work begins.

The Contractor shall at all times maintain the existing structure in a safe condition throughout the duration of the Work.

The Contractor shall develop and implement a safety program for the entire period of the performance of the Work. The program shall include, but is not limited to, protection of the general public from any consequence of the Contractor's operation and the performance of the Work.

Adequate protection shall be provided to protect the Owner's property from flying debris and other construction activities that could cause damage to property. The Contractor protection program shall be submitted to the Construction Manager for review and acceptance.

The Contractor shall provide all necessary protection to insure the safety of Owners, employees, guests and all other personnel at the site, including existing building, structures, landscaping and amenities.

The Contractor is solely responsible for compliance with O.S.H.A. regulations and requirements. Any staging, scaffolding or lifting devices to be used by the Contractor shall comply with all O.S.H.A. requirements.

The Contractor's employees, at all times, shall wear approved hard hats, work shoes, long trousers and proper shirts identifying the Contractor. While working on stages, scaffolding and in construction areas above the ground, all tools shall be properly secured.

The Contractor shall provide appropriate barricades around the perimeter of all work areas and applicable entrances to the structure and construction site.

The Contractor, at the Contractor's expense, shall remove all scaffolding and rigging from the structure and secure the construction site in the event of gale weather or hurricane warnings which include the project site.

Utilities

The Contractor may use, at no cost to the Contractor, water and electricity available on the Owner's property for the performance of the work. The Contractor at his expense shall provide utility requirements beyond those available on site. Contractor responsible for temporary toilets.

Warranties

The Contractor shall provide to the Owner written labor and materials warranties for the following.

At project completion, Contractor shall issue a joint one (1) year warranty against defective materials and/or workmanship of Contractor's work listed in 3.15 G above.

During performance of this Contract, the Contractor shall be responsible for protecting adjoining areas from damage due to operation and shall be responsible for any damage he may cause.

Warranty:

"Contractor warrants to owner that the work described herein will be free from defects in material and workmanship and will conform to the specifications as herein set forth. If within 1 year of Substantial Completion, Contractor receives from Owner prompt written notice that the material or workmanship does not meet such warranties, Contractor shall thereupon promptly commence to cure such defect, weather permitting. In no event shall Contractor's liability to warrant defective materials exceed the standard warranty provided by each respective Manufacturer. Any requirement for Contractor to provide a "joint and several" Manufacturer warranty is expressly conditioned upon consent and approval of said warranty from each respective Manufacturer, and shall in no event exceed two (2) years. Any extended warranties offered by product Manufacturers or required by Owner for materials will be provided sole source from each respective Manufacturer to Owner if accordance with the Manufacturer's standard warranty document. The total liability of Contractor to owner whether under warranty, contract, negligence or otherwise, shall not in any case exceed the cost of correcting defects in the material or workmanship as herein provided and upon the expiration of said warranty, all such liability shall terminate. THERE ARE NO OTHER REMEDIES, LIABILITIES (INCLUDING NEGLIGENCE) OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE MATERIAL AND OR SERVICES. Contractor's sole responsibility and Owner's exclusive remedy hereunder shall be limited to such repair or replacement as above provided."

The Warranty shall not extend to:

Failure of substrate materials provided the Contractor's actions or inactions did not cause substrate to fail.

Defects caused by abusive use.

Acts of God.

Structural defects, inadequate or faulty structural design limited to areas outside Contractor's Scope of Work.

Cracks or ruptures in the structural base limited to areas outside Contractor's Scope of Work.

The procedure to initiate a Warranty Claim and obtain Warranty work shall be as follows:

A representative of Pensacola State College shall notify the Contractor of any and all failures and or workmanship and/or material defects.

The contractor shall have two (2) weeks from receipt of notification to inspect.

The Contractor shall have a reasonable amount of time (but not greater than thirty (30) days after receipt of notification) to conduct analysis by the Contractor, the materials Manufacturer and/ or an independent testing center.

In no event shall the Warranty repair work commence later than sixty (60) days from the date of receipt of the representative's notification.

The Contractor shall use best efforts to complete warranty repair work in a commercially reasonable timeframe.

Bid Form

NOTE: This document shall be reproduced on Contractor's letterhead to duplicate

BID FOR THE CONSTRUCTION OF: All work as outlined in the Scope of work for:

EIFS and Sealant Remediation at PSC Buildings 17 and 23

The following proposal (bid) provides for complete execution of work as defined by the contract documents within the terms of a formal agreement established upon a stipulated compensatory sum.

DATE: _____, 2017.

To All:

The following comprises the proposal of, which is organized and existing under the laws of the State of Florida. The undersigned, hereinafter called "Contractor" having visited the site of the proposed project and familiarized himself with the existing conditions of the project area affecting the cost of the work, and with the Project Manual, hereby proposed the cost to furnish all supervision, equipment, including all fees and permits, utility (dumpster and temporary toilet) and transportation services required to complete the Contract for PSC Buildings 17 and 23.

Base Bid: - EIFS remediation – Building 17

Written: _____, and /OO __ dollars (\$_____.)

Base Bid: - Sealants – Building 17

Written: _____, and /OO __ dollars (\$_____.)

Base Bid: - EIFS remediation – Building 23

Written: _____, and /OO __ dollars (\$_____.)

Base Bid: - Sealants – Building 23

Written: _____, and /OO __ dollars (\$_____.)

The undersigned agrees, if this bid is accepted, to contract with the owner in the AIA Standard Form of Agreement between Owner and Contractor or a contract provided by Owner's counsel.

In accordance with the contract documents, the Contractor agrees to complete the Scope of Work for the Owner acceptance within 45 consecutive calendar days after the issuance of the Notice to Owner.

Substantial completion shall be defined as: The point deemed by the Owner at which the work performed by the Contractor can be utilized for its intended purpose.

Subject to reasonable material lead times, the Contractor agrees to substantially complete all Punch List items within thirty (30) calendar days from the date of inspection by the owner and or its representatives.

CONTRACTOR

By: _____

Its: _____

Federal ID#: _____

Should the Contractor wish to submit a substitution for specified products or procedures, the Contractor shall follow the base bid format for comparison of specified pricing and provide the substitution as an alternate to his bid with all required documentation for the requested substitution.