

**CONSTRUCTION SERVICES AGREEMENT FOR NORTH COMPLEX TRAILER YARD SHED**

THIS CONSTRUCTION SERVICES AGREEMENT FOR NORTH COMPLEX TRAILER YARD SHED (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **GENESIS CONSTRUCTION & MANAGEMENT, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-3192624) ("Contractor").

**RECITALS:**

**WHEREAS**, on July 24, 2024, City issued an Invitation to Bid ("ITB") for the provision of construction services related to the North Complex Trailer Yard Shed, ITB No.: CIP/240746 (the "Solicitation"); and

**WHEREAS**, a total of five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, Genesis Construction & Management, Inc. was chosen as the intended awardee to provide construction services related to the North Complex Trailer Shed Yard (the "Project"); and

**WHEREAS**, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project; and

**NOW THEREFORE**, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

**TERMS OF AGREEMENT:**

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-16)
- Exhibit B: Build Set (B-1)
- Exhibit C: Lighting Power Plan (C-1)
- Exhibit D: Dean Metal Building Standard Specifications (D-1 through D-4)
- Exhibit E: Bollard Detail (E-1)
- Exhibit F: Bolt Shear Plate Detail (F-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B then (3) Exhibit C, then (4) Exhibit D, then (5) Exhibit E, then (6) Exhibit F.

- B. **Project Specifications:** In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

**City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:

[www.ocalafl.gov/home/showpublisheddocument/24606](http://www.ocalafl.gov/home/showpublisheddocument/24606)

**Florida Department of Transportation ("FDOT") Standard Specifications for Road and Bridge Construction (latest edition)** available at:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

**Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):**

<https://www.fdot.gov/design/standardplans/sprbc.shtm>

**Manual on Uniform Traffic Control Devices (MUTCD), latest edition which can be obtained by downloading from:**

<https://www.fdot.gov/traffic/trafficervices/mutcd.shtm>

**Florida Department of Transportation Florida Greenbook (latest edition), can be obtained by downloading from:**

<https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. Prime contractor must perform a minimum of **THIRTY PERCENT (30%)** of the work with its own forces. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a lump sum amount not to exceed **THREE HUNDRED THIRTEEN THOUSAND, ONE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$313,194)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
  - A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.
  - B. **Project Schedule and Progress Reports.** A progress report and updated project schedule must be submitted with each monthly pay request indicating the percent of services completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

- C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Engineering Department, Capital Improvement Projects Division, Attn: Jimmy Lopez, 1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Ocala, Florida 34470** E-Mail: [jlopez@ocalafl.gov](mailto:jlopez@ocalafl.gov).
  - D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
  - E. **Retainage.** City shall withhold an amount equal to **FIVE PERCENT (5%)** of each monthly progress payment as retainage to secure Contractor's full and faithful performance of its obligations under this Agreement (the "Retainage"). Contractor shall not be entitled to any interest received by City on Retainage. The Retainage shall be payable to Contractor, subject to the provisions of this subsection, upon satisfaction of the following conditions precedent: (1) confirmation from the City Project Manager that Contractor has satisfactorily completed all work in accordance with the provisions of the Agreement; and (2) receipt of the Consent of Surety of the recorded bond for final payment.
  - F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
  - G. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
  - H. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
  - I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. Contractor shall mobilize and commence work no later than **TEN (10)** working days from the date of issuance of a Notice to Proceed for the project by City. At no time will the Contractor be allowed to lag behind.

- B. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within ONE HUNDRED FIFTY (150) days of the start date indicated on the Notice to Proceed and ready for final payment within TWENTY (20) days of substantial completion.**
  - C. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.
  - D. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
  - E. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
  - F. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
6. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE THOUSAND, SIX HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$1,685)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **TWO HUNDRED AND NO/100 DOLLARS (\$200)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to

- this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
  - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
  - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
  - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
  8. **MAINTENANCE AND GUARANTEE BOND.** Prior to final payment, Contractor shall furnish a Maintenance and Guarantee Bond in the amount of **TEN PERCENT (10%)** of the total project value, for a period of **THREE (3)** year for labor and **THREE (3)** year for materials from the date of final completion. Prior to the City's receipt of Contractor's fully executed Maintenance and Guarantee Bond, Contractor will warrant all labor and materials completed pursuant to this Agreement.
  9. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE HUNDRED THIRTEEN THOUSAND, ONE HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$313,194)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
  10. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event

of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

**11. INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.

- A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.

**12. TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
  - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
  - (2) Contractor provides material that does not meet the specifications of the Agreement;
  - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or



- (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
  - B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
  - C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
    - (1) City shall be entitled to terminate this Agreement without further notice;
    - (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
    - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
    - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) placing a claim against the public construction bond, or (iii) any other remedy as provided by law.
  - D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
13. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.
  14. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
  15. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall

be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

16. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with this Agreement and the intent thereof.



- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
  - E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
  - F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
  - G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
18. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
19. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
  - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
20. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
21. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
22. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto

liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

23. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of Commercial General Liability insurance with limits not less than:

- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
- B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
- C. Policy must include coverage for contractual liability and independent contractors.
- D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

24. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.

- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
- B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
- C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

25. **ADDITIONAL INSURANCE REQUIREMENTS.**

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.

- C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at [vendors@ocalafl.gov](mailto:vendors@ocalafl.gov).
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
27. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;

- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

28. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.
  - a. In addition to the requirements set forth in its bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.
  - b. Should Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.
29. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.
30. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by City shall be completed as necessary to establish all proper alignments, right of way, easements, benchmarks, elevations and grade stakes to complete all phases of this Contract.
  - A. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.
  - B. The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at Contractor's expense.
  - C. It shall be the responsibility of Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations

known by City will be made available to Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6G17 of the Florida Administrative Code.

31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
33. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
34. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.



35. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
36. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
37. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
38. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
  - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
  - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: [clerk@ocalafl.gov](mailto:clerk@ocalafl.gov); City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

39. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of



the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

40. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
41. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit [www.e-verify.gov](http://www.e-verify.gov) for more information regarding the E-Verify System.
42. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
43. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
44. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
45. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
46. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

47. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Genesis Construction & Management, Inc. Attention: Bob T. Hutchinson P.O. box 5698 Ocala, Florida 34478 Phone: 352-867-8411 E-mail: <a href="mailto:htbjr@msn.com">htbjr@msn.com</a>
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: <a href="mailto:notices@ocalafl.gov">notices@ocalafl.gov</a>
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: <a href="mailto:wsexton@ocalafl.gov">wsexton@ocalafl.gov</a>

48. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
49. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY

ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

50. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
51. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
52. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
53. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
54. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
55. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
56. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
57. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
58. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
59. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No

course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

60. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on \_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**GENESIS CONSTRUCTION & MANAGEMENT,  
INC.**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name)

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

Title: \_\_\_\_\_  
(Title of Authorized Signatory)

**BACKGROUND**

The Contractor shall complete the construction of the North Complex Trailer Yard Shed. The project site is located directly north of the City of Ocala Municipal Complex across NE 21st Street in Marion County, FL. The Contractor shall provide all labor, materials, and equipment necessary to complete this project per the Contract and exhibits.

**PERMIT REQUIREMENTS**

1. **Permits Required:** The Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Building
  - Electrical
  - Plumbing
2. **Estimated Permit Cost:** The estimated permit costs are \$500.
3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
4. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits>

**ANTICIPATED TASKS, DELIVERABLES AND HOURS**

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
  - Construct a 160' x 40' x 19'5" (approximately) open bay, covered steel structure.
  - This structure will be a six-bay designed with an interior roof clearance of 13' 7" with concrete floor to park and store line equipment, trailers, and tools.
  - Install electrical components per plan.
  - Install 1" water service with hose bibb.
  - Contractor to remove and discard existing asphalt / limerock to install concrete apron.
  - Coordination with other contractor entities may be required. All work shall be performed in accordance with the Plan Set and Project Specifications.
2. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.

**PROJECT SPECIFICATIONS**

This project will require the Contractor to follow the following plans and specifications:

1. The Plan Set for the project is attached as an exhibit.
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: [www.ocalafl.gov/home/showpublisheddocument/24606](http://www.ocalafl.gov/home/showpublisheddocument/24606)
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

4. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): <https://www.fdot.gov/design/standardplans/sprbc.shtm>
5. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>
6. Manual on Uniform Traffic Control Devices (MUTCD), available at: <https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
7. FDOT Design Standards available at: <https://www.fdot.gov/design/standardplans/DS.shtm>
8. All work must be in compliance with the Florida Building Code, latest edition. For information visit the following link: <https://floridabuilding.org/c/default.aspx>
9. The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans, and bid documents at job sites at all times.
10. All material and construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. The substantial completion date will start the warranty period for each project assigned.

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. An employee roster must be provided to the City Project Manager for all projects assigned.
2. The Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. The Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
6. Contractor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work.
9. All company vehicles and uniforms must display a visible company name/logo.

**CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:



- A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall carefully study and compare the contract documents and shall at once report to the City any error, inconsistency or omission he/she may discover; bring any conflicts to the attention of the City for resolution prior to commencing work on items affected.
3. The Contractor shall not be compensated for the addition of structural components when the omission, mislabeling or other deficiency should have been noted during the bidding phase, and brought to the City's attention.
4. The Contractor shall perform no portion of the work at any time without contract documents or where required, approved shop drawings, product data or samples for such portion of the work.
5. Verify all existing field conditions and dimensions prior to commencing construction.
6. Advise City of dimensional discrepancies between architectural and structural drawings prior to commencing construction of affected elements.
7. The Contractor shall obtain and pay for any and all licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. Construction shall be performed in compliance with all requirements and instructions of applicable manufacturers.
9. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
10. All dimensional coordination shall be done by the Contractor and/or his detailer.
11. All structural steel shall be fabricated and erected in accordance with the latest AISC Code.
12. All exposed steel shall receive one (1) coat bonding primer and two (2) coats semi-gloss metal/latex paint.
13. Steel beams installed in parallel with steel joists must have camber equal to bar joists.
14. All shop and field welding shall be performed by welders qualified, as described in "American Welding Society's Standard Qualification Procedure" (AWS D1.1). to perform the type of work required.
15. All connections shall be bolted with  $\frac{3}{4}$ " diameter, A-325 high-strength bolts or welded (unless shown otherwise on the drawings).
16. All aluminum and steel members shall be treated or properly separated to prevent galvanic and corrosive effects.
17. Reinforcing steel shall not be tack welded for any reason.

18. The Contractor shall have shop drawings which have been satisfactorily reviewed by the City and confirmed by the Contractor before proceeding with any work.
19. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
20. All joists shall have a shop coat of rust inhibitive non-bituminous paint.
21. Joist fabricator shall have a specialty engineer registered in the State of Florida sign and seal joist shop drawings. These shop drawings shall contain a statement certifying that the steel joist can safely resist the wind uplift forces as noted.
22. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
23. Electrical work shall comply with all applicable codes as enforced by the authorities having jurisdiction, including (but not limited to) NFPA 70 National Electric Code and NFPA 101 Life Safety codes.
24. Power conductors shall be copper with 75°C THWN/THHN insulation, #12 AWG minimum and be enclosed in raceway (unless noted otherwise).
25. Provide equipment green ground conductor in all raceways.
26. Raceways, enclosures, boxes, etc. shall be kept protected against entry of construction debris. Re-cover all boxes until wire pulls and devices are installed.
27. The Contractor will be responsible for installing electric service, piping, and wire from new shed to electrical pull box. Contractor to coordinate with OEU when accessing pull box to assist with safety protocols.
28. The Contractor will be responsible for installing water service to proposed to shed. Tying into the existing water service from the OFN building and installing 1' sch 40 PVC and ¾" hose bibb with non-freeze anti-siphon wall faucet with integral backflow preventer and tee key operator.
29. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
30. **ENGINEERED METAL BUILDING DESIGN SHALL BE PROVIDED TO THE CITY FOR REVIEW PRIOR TO THE START OF ANY WORK.**
31. **Erosion Sediment and Flood Control:** Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
32. **Testing Requirements:** Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Engineer. Results of all required testing and inspections shall be submitted to the Engineer. For other requirements for

Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

#### SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

#### CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Components of the project, including temporary work and storage areas, will be located on-site per project. Material and equipment staging areas will be kept in a clean and orderly fashion.
3. Provide on-site sanitary facilities as required by governing agencies.
4. Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

#### SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. The Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. The work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Individual Project Cleaning:** At completion of each individual project, the Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the City.
5. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
  - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the

work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

- C. Broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
- D. All furnishings and equipment shall be placed back in their original locations.
- E. All work areas must be returned to their original condition.

**SUBMITTALS**

- 1. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
- 2. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

**SAFETY**

- 1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- 2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
- 3. The Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
- 4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
- 5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

**ADDENDA TO THIS SCOPE OF WORK IN PAGES A-6 THROUGH A-16.**



# Addendum # 1



**Date:** June 25, 2024  
**To:** All bidders  
**From:** Eileen Marquez, Senior Buyer  
**Solicitation Number:** ITB# CIP/240746  
**Solicitation Title:** North Complex Trailer Yard Shed

## SECTION 1. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

- 1.1 The Contractor shall acquire a plumbing permit along with the building and electric permits.



# Addendum # 2



**Date:** June 25, 2024  
**To:** All bidders  
**From:** Eileen Marquez, Senior Buyer  
**Solicitation Number:** ITB# CIP/240746  
**Solicitation Title:** North Complex Trailer Yard Shed

## SECTION 1. SOLICITATION ADDITIONS, CLARIFICATIONS AND CORRECTIONS

- 1.1 The Contractor shall acquire a plumbing permit along with the building and electric permits.
- 1.2 Approved electrical fixtures:
  - a) **Light switch** - in NEMA-#R rated 1-Gang metal box mounted to panel at 48" AFF with weatherproof "Flip-Lid" cover plate.
  - b) **Receptacle** - in NEMA 3R rated 2-Gang box (MTD. 48" AFF) with common weatherproof Flip-Lid cover plate.
  - c) **Lights** - 4'L. Surface Mounted L.E.D. Industrial type light fixture with specification grade steel housing, white baked enamel finish, 7000 lumen/3500K LED package, universal voltage driver, wide throw optics, and heavy duty wire guard; Metalux 4 ILED-LED5—7-W-WG-UNV-L835-1.





# Addendum # 3



**Date:** July 10, 2024  
**To:** All bidders  
**From:** Eileen Marquez, Senior Buyer  
**Solicitation Number:** ITB# CIP/240746  
**Solicitation Title:** North Complex Trailer Yard Shed

## SECTION 1. QUESTIONS AND ANSWERS

### EXHIBIT A – SCOPE OF WORK QUESTIONS AND ANSWERS

- 1.1 **QUESTION:** Construction Time Frame: “100 Calendar days to Substantial Completion.” We request that the calendar days be extended out to 150 calendar days.

**ANSWER:** No objection

- 1.2 **QUESTION:** Lead time: “Maximum acceptable lead time on materials is (6) weeks”  
We will not know the lead times until after the bid is awarded. The metal building may be 8 to 12 weeks out and the electric Panels and Breakers could be longer. We ask that this requirement be removed.

**ANSWER:** Waived

- 1.3 **QUESTION:** Anticipated Task, Deliverables, and Hours: “Anticipated task”. Calls for the building to be 160’ x 40’ x 19’5”. Plan Sheet A100 calls for the steel building to be 35’ wide with a 5’ apron on each side for a total of 45’ wide.

**What is the required size of the steel building and the concrete slab?**

**ANSWER:** Building to be 160’ x 35’ x 19’-5" Concrete: building 35’ x 160’ + 5’ apron on the east and west side of the building.

- 1.4 **QUESTION:** Anticipated Task, Deliverables, and Hours: Bullet point #5 on page A-3 and Site Housekeeping and Cleanup. Item #1 on page A-7.

**Can the Contractor dispose of miscellaneous concrete and fill dirt in the city’s storage yard area?**

**ANSWER:** Clean fill dirt will be accepted City yard. Asphalt, lime rock, misc. concrete and all other unsuitable materials to be hauled off-site.

- 1.5 **QUESTION:** Anticipated Task, Deliverables, and Hours: Bullet point #6 on page A-3.

**Are there any known Owner Contractors or Owner Personal that will be working on the site while we are working there?**

**ANSWER:** Owner will coordinate.

1.6 **QUESTION: City of Ocala Responsibilities: Item #1.A.**

a. Has a soil test Report been done for the building area?

**ANSWER: Contractor responsible for soil test.**

b. Has a Site Survey been done for the Project Site?

**ANSWER: Yes**

1.7 **Contractor Responsibilities: Item # 12.**

Is this paint required to be from the Building Manufacture or is it additional painting required to be installed on site?

**ANSWER: Paint by manufacture, contractor to do additional painting where required.**

1.8 **Warranty: page A-8 Item #1. A "Three Year Warranty" is not standard in the Construction Industry and will add additional cost to the project.**

Is a "Three Year Warranty" required for this project?

**ANSWER: Yes**

#### **EXHIBIT B – BUILD SET QUESTIONS AND ANSWERS**

1.9 **Plan Sheets A100, A200, and E100 show the "Main Circuit Breaker Enclosure" at the south end of the building.**

Who provides and installs the main electric service and conduit to the building and where from?

**ANSWER: The G.C. will provide the main panel and everything inside the building.**

1.10 **Plan Sheets A100 and A200 show a hose bibb on the north and south end of the building.**

Where does the water service come from for both ends?

**ANSWER: North hose bibb was deleted from the project. South side will come from Water Meter on the Southeast corner of the existing building. Chase pipe already installed under the driveway.**

1.11 **What size meter and supply line is required?**

**ANSWER: The meter is already installed. The contractor is required to intercept the existing line.**

1.12 **Is a water meter required for this project? Who Provides? Who installs? Where is it installed?**

**ANSWER: No.**

1.13 **Plan Sheet SP100 General Note 1.36.**

a. Could a list of materials that the owner would expect to be included in the "Allowance for All Structural Materials" be provided to all bidders so all bidders include the same item cost in the

allowance, or could a lump sum amount be set for the Allowance that all bidders are to include in their bids? Should the allowance be listed on the bid form?

**ANSWER:** We can strike this from the requirements.

**1.14 Plan Sheet SP100 2-SITE WORK.**

**Is Site Work to be included in our bid? If so, we need Soil Testing Reports, Site Survey, Signed and Sealed Civil Plans and Specifications, and all Information to complete Site Work Items #2.1. through #2.11**

**Plan Sheet SP100 2- SITE WORK Note #2.5.**

**Is Landscaping required to be included in our bid? If, so we need Landscape Plans and Specs.**

**ANSWER:** No site work or landscaping is included in the bid. Strictly building and Building Slab.

**1.15 Plan Sheet SP100 3-CONCRETE/FOUNDATION, Note 3.3, 3.4, 3.23.C, and 3.23 H.**

**Is a 10 mil Visqueen Vapor Barrier required under an open building slab?**

**ANSWER:** Yes

**1.16 Note 3.4: Is the slab area under the metal roof considered to be an Exterior Slab with a light broom finish or an Interior Slab with a steel trowel finish?**

**ANSWER:** Exterior Slab with light broom finish.

**1.17 Note 3.23.C: Is the slab area under the metal roof considered to be an Exterior Slab with 5,000 PSI Concrete or an Interior Slab with 3,000 PSI concrete? What Concrete PSI is required for Footings Mark F01, F02, and F03?**

**ANSWER:** 5000 PSI for all.

**1.18 Note 3.23.H: For the Control Joints. Is the slab area under the metal roof considered an Exterior Slab or an Interior Slab?**

**ANSWER:** An Interior slab, but want a broom non-slip finish.

**1.19 Plan sheet SP100 5-Metal/Steel Note #5.12.**

**Is Fireproofing of Structural Steel required? If so what kind and where? Columns, Purlins, Underside of Metal Roof Deck?**

**ANSWER:** No fireproofing required.

1.20 **Plan Sheet SP100 7- Thermal and Moisture Protection Note #7.8.**

**Is Miami-Dade County Product Approval Required for this project?**

**ANSWER: No**

1.21 **Plan Sheet SP100 10-Specialities: It appears that none of the items in this section are required for this project. Except maybe Items 10.5 and 10.9.**

**What is required of the bidder for these items; if anything?**

**ANSWER: We can strike this from the requirements.**

1.22 **Plan Sheet SP100 13- Special Construction note #13.3.**

**Is any landscaping or Irrigation required for this Project? If so who provides? Plans/specs?**

**ANSWER: No landscaping.**

1.23 **Plan Sheet SP100 13- Special Construction note #13.3.**

**Is any landscaping or Irrigation required for this Project? If so who provides? Plans/specs?**

**ANSWER: No landscaping**

1.24 **Plan Sheet A100 Are any Pipe Bollards required to protect the steel building columns? If so, what size, details, and locations are required?**

**ANSWER: 12" in front of each column for a total of (16). See attached 6" bollard detail.**

1.25 **Plan Sheets A200 and A300: We need the Pre-engineered Metal Building Design Criteria including the roof gauge, roof profile(Standing seam or screw down), wall panel gauge and profile, trim gauge, structural steel properties, paint types, and specs.**

**ANSWER: The G.C. is to comply with or exceed the attached Dean metal building basis of design minimum.**

#### **GENERAL QUESTIONS**

1.26 **Will there be a Prebid Meeting at the site for all bidders to attend? When? Where? Time?**

**ANSWER: There is no pre-bid meeting for this solicitation.**

1.27 **How can we make a site visit?**

**ANSWER: The location can be accessed by visiting the site at NE 21st Street in Marion County, FL.**

1.28 **Will a Civil Site Plan be issued for this project?**

**ANSWER: No**

1.29 **What is the required Finished Floor Elevation and the Finished Grade Elevation?**

**ANSWER: FFE is 61.5 – FGE 60.84**

**Is an existing Site Survey available?**

**ANSWER: Yes.**

1.30 **Is an existing Site Survey available?**

**ANSWER: Yes.**

1.31 **Questions from Electrical Sub-contractors.**

**Addendum #2 Dated June 25, 2024; Item 1.2 has the Light switch Gang Box and the Receptacle Gang Box called for, but does not include the actual Switch or Receptacle specifications. What kind of switches and Receptacles are required?**

**ANSWER: See NEW Exhibit C - E100\_2427\_LIGHTING - POWER PLAN.**

1.32 **What size panel(Amperage/Phase) is required? No Specs on Plans.**

**ANSWER: See NEW Exhibit C - E100\_2427\_LIGHTING - POWER PLAN.**

1.33 **Is the main Circuit Breaker and meter existing?**

**ANSWER: No**

1.34 **Is the new services run underground or overhead?**

**ANSWER: Underground. Chase Sleeve in place under existing driveway. Contractor will coordinated with OEU with connection.**

1.35 **No riser diagram is shown on plans. What do we include in our bid?**

**ANSWER: See NEW Exhibit C - E100\_2427\_LIGHTING - POWER PLAN.**

1.36 **No specs for the light fixtures are included on the plans. What do we include in our bid?**

**How and where are the light fixtures switched? How many light fixtures per switch? Are any emergency light fixtures required? Where?**

**ANSWER: See NEW Exhibit C - E100\_2427\_LIGHTING - POWER PLAN.**

## **NEW EXHIBITS**

- **NEW Exhibit C - E100\_2427\_LIGHTING - POWER PLAN.**
- **Exhibit D - Dean Metal Building Min. Standard-Specifications.**
- **NEW Exhibit E – 6” Bollard**



# Addendum # 4



**Date:** July 12, 2024  
**To:** All bidders  
**From:** Eileen Marquez, Senior Buyer  
**Solicitation Number:** ITB# CIP/240746  
**Solicitation Title:** North Complex Trailer Yard Shed

## SECTION 1. QUESTIONS AND ANSWERS

### EXHIBIT B – BUILD SET QUESTIONS AND ANSWERS

**1.1 QUESTION:** Plan Sheet A100 Note "Sealed...Concrete...Treat Soil for Termite..."

a) What kind of Sealer is required?

**ANSWER:** Use HS 200 Premium Acrylic Sealer, by Surecrete or Owner approved equal.

b) What kind of Termite Treatment is required? Warranty?

**ANSWER:** Provide the standard treatment with a 5-year warranty.

**1.2 QUESTION:** Plan Sheet A100 Hairpin Detail C and D.

a) What is the size of the Hairpin reinforcing?

**ANSWER:** Use #7 dia. rod. Please add the bolt shear detail attached to the hairpin.

**1.3 QUESTION:** Plan Sheet A200 Fire Extinguisher

a) Our Supplier cannot find a 10A/40-BC Fire Extinguisher. Could a manufacturer's name and required model number be provided for all bidders? Is this correct?

**ANSWER:** Provide 10 lb., BC fire extinguisher to installed on hook.

**1.4 QUESTION:** Plane Sheet A100 Details "k.J.," "E.J.," and "C.J." Thiokol Sealant.

a) Thiokol has many products that could work for this type of detail. Could a product model number or specification be provided that is required for this project?

**ANSWER:** Use Thiokol, 2235m.

### GENERAL QUESTIONS

**1.5** With the last day for questions being 7/22/24. Will that give the owner enough time to respond to all bidder's questions before the bid date of 7/24/24; so they can get the owner's responses to the Sub bidders?



**ANSWER: At this moment we are not considering a bid extension.**

- 1.6** Are any bid or performance bonds required for this project? If so, can you provide details and/or bond forms for same.

**ANSWER: Bond forms can be found at:** <https://www.ocalafl.gov/government/city-departments-i-z/procurement-contracting-office/vendor-resources>

**BOND REQUIREMENTS ARE LISTED ON THE SOLICITATION AND Exhibit A – SCOPE OF WORK.**

**Bid Bond:** Bid security equal to five percent (5%) of the total bid amount must accompany each bid. Bid bond will be uploaded in the section of this listing labeled "Bid Bond." The original document will be maintained by the Bidder unless requested to produce by the City.

**Public Construction Bond:** The successful Bidder must submit a recorded Public Construction bond in the amount of the total bid.

**Maintenance and Guarantee Bond:** The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for the 10% of the total project value, prior to final payment, for a period of three year(s) for labor and three year(s) for materials from the date of final completion.

### **ADDENDUM #3**

- 1.7** Responses # 1.6.1 and # 1.14. Requires the bidders to do Soil Test; but no Site Work.

- a)** Who is responsible for corrective recompaction or removal of extra materials of the existing subgrade if required?

**ANSWER: The Contractor.**

- b)** Since this bidder is not responsible for any Site Work or Paving. Who will be responsible for the completion of the compaction, lime rock base, and paving adjacent to the completed building slab? (The lime rock base is already installed)

**ANSWER: Before this project begins, asphalt will be installed by others.**

- 1.8** Response # 1.10 Pipe Chase (water).

- a)** We could not find or tell if the Plumbing Pipe Chase was extended under the lime rock base up to the

edge of the proposed new building. If it is not, who is responsible for cutting and patching the paving and base to install the new plumbing line?

- 1.9** **ANSWER: There is a chase pipe for the electric and water service already installed under the lime rock.**

**b)** Where is the Pipe Chase located now?

**ANSWER: South West side of the proposed pad. Any contractor who wishes to visit the site before bidding may schedule a site visit through procurement.**

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#### **NEW EXHIBITS**

- **NEW Exhibit F - Bolt Shear Plate Detail.**

**Architectural Plans for the New North Complex Trailer Yard Shed can be viewed and copied at:  
1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Ocala, Florida 34470.**

**The Lighting Power Plan for the New North Complex Trailer Yard Shed can be viewed and copied at:**

**1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Ocala, Florida 34470.**



# STANDARD SPECIFICATIONS

## 1 GENERAL

### 1.1 SCOPE

This specification concerns the manufacture of and the construction details for metal buildings designed and constructed to be weather tight and easily erected. Dean Steel Buildings, Inc., designs its buildings to and adheres to the policies of MBMA's "Low Rise Building Systems Manual." The building shall include the structural framing, roof and wall covering, trim and closures, and accessories herein described.

### 1.2 DESCRIPTION

- 1.2.1 SM - Straight Column Rigid Frame Buildings with a roof slope of 1:12.
- 1.2.2 SS - Single Slope Rigid Frame Buildings with a roof slope of 0.5:12.
- 1.2.3 LR - Tapered Column Rigid Frame Buildings with a roof slope of 1:12.
- 1.2.4 LM - Tapered Column Rigid Frame Buildings with interior columns and a roof slope of 1:12.
- 1.2.5 RF - Tapered Column Rigid Frame Buildings with a roof slope of 4:12.
- 1.2.6 WU - Simple Span Frame Extensions from any of the above buildings and a roof slope of 1:12.

### 1.3 BUILDING NOMENCLATURE

- 1.3.1 The building "Width and Length" shall be measured from inside to inside face of the wall covering.
- 1.3.2 The building "Eave Height" shall be measured from the bottom of the base plate of the rigid frame columns to the intersection of lines representing the inside of the wall covering and the inside of the roof covering.
- 1.3.3 The "Roof Slope" shall be the angle that the roof surface makes with the horizontal, expressed in the units of vertical rise to 12 units of horizontal run.
- 1.3.4 The "Bay Spacing" between frame center lines shall be 20', 25', or 30'. End bays shall be 18'-11", 23'-11", or 28'-11".

### 1.4 DRAWINGS

The building manufacturer shall furnish complete construction details showing anchor bolt settings; sidewall, endwall, and roof framing; transverse cross-sections; covering and flashing details; and accessory installation details to clearly indicate the proper assembly of all building parts.

### 1.5 U.L. UPLIFT RATINGS

The building manufacturer shall furnish, when required, a roof deck system having the Underwriters Laboratories wind uplift rating. DSB's roof deck systems are shown in the U.L. publications "Building Materials Directory," and are listed as:

- 1.5.1 Rib 6: Construction No 12 & 39
- 1.5.2 Rib 12: Construction No 65
- 1.5.3 ProSeam: Construction No 205
- 1.5.4 ProLok: Construction No 552, 552A & 552B

## 2 DESIGN

### 2.1 GENERAL

All structural steel sections and welded plate members shall be designed in accordance with AISC Specification for Structural Steel Buildings ANSI/AISC 360-10.

All cold-formed structural members and exterior covering shall be designed in accordance with the latest edition of the AISI,

"Specifications for the Design of Cold-Formed Steel Structural Members."

### 2.2 DESIGN LOADS

- 2.2.1 The following criteria for live loads and wind loads shall be followed in the design of standard building components permitted under the Florida Building Code 2010 and International Building Code 2012.
  - 2.2.1.1 The roof live load shall be applied to the horizontal roof projection according to specification 1607.11.2 (FBC), 1607.12.2 (IBC) and 1616.1 (FBC-HV).
  - 2.2.1.2 Wind loads shall be assumed to act horizontally and shall be applied as pressure and suction in accordance with ASCE 7-10, sections 26 - 31 inclusive. Wind loads are given in terms of 3-second gust and range from 105 mph to 210 mph.
  - 2.2.1.3 Florida counties Broward and Miami-Dade are categorized as high velocity. Buildings designated at high velocity shall comply with the requirements of sections 1611-1626, inclusive in the Florida Building Code.
- 2.2.2 Buildings may be designed to other building codes such as required by local jurisdictions. Please call for availability of codes not listed.
- 2.2.3 The building shall be designed to the load combinations specified in the applicable building code or the MBMA "Low Rise Building Systems Manual", 1996 edition.
- 2.2.4 Designs shall include the building dead load, roof live load, wind, snow and seismic load in accordance with Dean's interpretation of the building code. Additional collateral and auxiliary loads shall be included when specified by the buyer.

## 3 STRUCTURAL FRAMING

### 3.1 GENERAL

- 3.1.1 All framing members shall be shop-fabricated for bolted field assembly.
- 3.1.2 Primary structural framing shall include the transverse rigid frame, wing unit rafter beams and columns, canopy beams, intermediate columns, bearing end frames, endwall columns, and wind bracing.
- 3.1.3 Secondary structural framing shall include the purlins, girts, eave struts, jambs, headers, flange bracing, sill support, clips, and other miscellaneous structural parts.
- 3.1.4 All hot rolled steel sheet, plate, and strip for built-up sections shall have a minimum yield point of 55,000 psi. Web sheet is purchased in accordance with ASTM A1011 Grade 55. Flange bar is purchased in accordance with A529 Grade 55.
- 3.1.5 Hot rolled structural sections shall conform to the requirements of ASTM Specification A36 yield 50, A572 G55 or ASTM A992 G55.
- 3.1.6 Twelve, fourteen, fifteen, and sixteen gauge cold formed sections shall have a minimum yield point of 55,000 psi in accordance with ASTM A1011 G55. Galvanized sheet and strip for structural framing members shall conform to ASTM Specifications A653, Grade 90.
- 3.1.7 Pipe for columns and other structural uses shall have 42,000 psi yield. Square tubes conform to ASTM A500 Grade B.
- 3.1.8 Galvalume and pre-painted hot roll coils conform to ASTM A792 AZ55 and may be either 50,000 psi or 80,000 psi yield. See Section 4.
- 3.1.9 Unless otherwise specified, the minimum thickness of framing members shall be as follows:
 

Cold formed primary framing members.....	14 gauge
Cold formed secondary framing members.....	16 gauge
Intermediate pipe columns.....	3/16"
Webs of welded built-up members.....	12 gauge

Flanges of welded built-up members.....	3/16"
Bracing (Cable standard).....	1/4" Ø
Bracing (Rod optional).....	1/2" Ø

- 3.1.10 Cold-formed sections shall be manufactured by precision roll or brake forming. All dimensions shall be true.
- 3.1.11 All shop connections shall be by welding in accordance with the AWS "Structural Welding Code" latest edition. Welding shall be by submerged arc or gas shielded arc process.
- 3.1.12 All field connections shall be field bolted with ASTM Specification A-307 or A-325 bolts as shown on drawings. A-325 bolts shall be tightened by the turn of the nut method. Connections in secondary members shall be made with special 1/2" Truss Head Fin Neck bolts and hex nuts when required. ASTM A-325 bolts are designed in accordance with RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS (RCSC) 2009 edition.
- 3.1.13 All framing members shall carry an easily visible identifying mark.

### **3.2 RIGID FRAMES, WING UNIT FRAMES, AND CANOPY BEAMS**

All members shall be welded, built-up, "I" shapes, either constant depth or tapered.

### **3.3 BEARING END FRAMES**

Bearing end frames shall be hot rolled sections and consist of columns at the building corners and a continuous rafter beam supported by the endwall columns. An optional bearing frame system will consist of cold formed "C" sections and "Z" sections.

### **3.4 ENDWALL COLUMNS**

- 3.4.1 Endwall columns shall be hot rolled sections or welded built-up "I" shapes. Optional endwall columns will consist of cold formed "C" sections.
- 3.4.2 Endwall assemblies shall consist of hot rolled columns and bypass girts. Optional hot rolled columns or cold formed columns with insert girts are available upon request.

### **3.5 PURLINS AND GIRTS**

Purlins and girts shall be cold formed "Z" sections with stiffened flanges. They shall be simple or continuous span as required by design.

### **3.6 EAVE STRUTS**

Eave struts shall be 8" deep cold formed sections sufficient to provide adequate backup for both roof and wall panels at the building eaves.

### **3.7 WIND BRACING**

- 3.7.1 Wind bracing in the roof and/or sidewall is not required where the diaphragm strength of the roof and/or wall covering is adequate to resist the longitudinal wind forces. If required, wind bracing shall be provided by diagonal cables.
- 3.7.2 OPTIONAL BRACING shall consist of wind bents (portal frames), fixed base wind columns, diagonal rod bracing, or diagonal angle bracing.
- 3.7.3 Buildings over 200' wide may require cable bracing at interior column lines.

### **3.8 FLANGE BRACING**

The inside flange of all rafters and columns shall be braced laterally by angles connected to the flange of the frame and to the web of the purlin or girt so that the allowable compressive stress is adequate for any combination of loading.

### **3.9 BASE SUPPORT**

A continuous member shall be provided to which the base of the wall covering may be attached. This member shall be galvanized or pre-painted red angle used in conjunction with a 1-1/2" sheet ledge formed in the concrete or optional 18 gauge galvanized painted Bronze base trim secured to the concrete floor with power driven fasteners or equivalent anchors.

### **3.10 FRAMED OPENINGS**

Structural framing members for all openings shall be cold formed "C" sections and adequate for the specified design wind loads. As roll-up overhead doors transfer a large torsion load to the jamb, structural tube sections may be used.

### **3.11 EXPANSION JOINTS**

- 3.11.1 Longitudinal expansion joints may be required when the building length exceeds 500'. These joints shall allow adequate expansion and contraction of the longitudinal members and roof and wall panels.
- 3.11.2 Transverse expansion joints may be required when the building width (span) exceeds 200' on gabled buildings or 100' single slope (these dimensions can be doubled when using Pro Seam panels with floating clips). These joints shall allow adequate expansion and contraction of the roof panels and shall be flashed to ensure weather tightness.

### **3.12 PAINTING**

All structural framing members which are not galvanized shall be cleaned to remove dirt, grease, oil, and loose mill scale, and given one shop coat of iron oxide primer formulated to meet or exceed the performance requirements of Federal Specifications TT-P-636 and TT-P-664. Primer is for protection of steel building during transit and is not intended as an exterior finish.

## **4 ROOF & WALLS**

### **4.1 STANDARD PANEL PROFILES**

- 4.1.1 Rib-12 (RT) - 1-1/4" deep ribs 12" on center with two 1/4" deep intermediate stiffeners; 36" net coverage.
- ~~4.1.2 Shadow Panel (SP) - 1-1/4" deep recesses 12" on center with intermediate accent lines; 36" net coverage wall panel.~~
- ~~4.1.3 Rib-6 (RS) 3/4" deep ribs 6" on center; 36" net coverage.~~

### **4.2 STANDARD PANEL PROPERTIES (36")**

- ~~4.2.1 Standard roof, wall, liner, and partition panels shall be 26 gauge unpainted Aluminum Zinc Alloy-Coated or 26 gauge color coated cold formed panels.~~
- 4.2.2 Material for 26 gauge color coated panels shall be Aluminum Zinc Alloy-Coated steel conforming to ASTM Specification A-792, Grade E, 80,000 psi, or galvanized (G-90) steel conforming to ASTM Specification A-653, Grade E, 80,000 psi.
- ~~4.2.3 Material for optional 24 gauge panels shall be unpainted or color coated Aluminum Zinc Alloy-Coated conforming to ASTM A-792, Grade E, 80,000 psi, or 24 gauge color coated cold formed panels on galvanized steel conforming to ASTM A-653 in Grade E, 80,000 psi.~~

### **4.3 STANDING SEAM PANEL PROFILE**

- 4.3.1 Pro Seam - 3" self-locking trapezoidal rib roof panel, concealed fixed or floating clips, 24" net coverage.
- ~~4.3.2 Pro Lok - 3" seamed trapezoidal rib roof panel, concealed fixed or floating clips, 24" net coverage.~~

### **4.4 STANDING SEAM PANEL PROPERTIES**

Pro Seam and Pro-Lok panels shall be 24 gauge Aluminum Zinc Alloy-Coated steel ASTM A-792, Grade D, 50,000 psi.



#### **4.5 FASTENERS**

- 4.5.1 All self-tapping fasteners shall conform to USASB 18.6.4 and shall have type A or type AB threads. All self-drilling fasteners shall conform to IF 1113. Where required for weather tightness, fasteners shall be assembled with neoprene sealing washers.
- 4.5.2 Plating
- 4.5.2.1 All fasteners shall be plated to minimum thickness of .0005".
- 4.5.2.2 Optional extended corrosion resistant fasteners shall be Zac® (zinc-aluminum cast head) with aluminum and neoprene sealing washers.

#### **4.6 SEALER**

Sealer for side laps, end laps, and flashing shall be a butyl based polymer sealant in extruded tape form. The sealer shall be non-shrinking, non-drying, and non-toxic and shall have superior adhesion to metals, plastics, and painted surfaces. Service temperatures range from -30° to + 300°F. The material shall not flow at 120°F, and shall meet or exceed the requirements of Gov. Spec. No. MIL-C 18969 Type II, Class B and TT-C-1796A.

#### **4.7 INSTALLATION OF ROOF AND WALL PANELS**

- 4.7.1 Roof panels shall be continuous from ridge to eave for buildings 60' wide or less. Where end laps are required they shall be a minimum of 6" long and shall occur at a roof purlin.
- 4.7.2 Sidewall and endwall panels shall be continuous from sill to roof line except where length becomes prohibitive for handling purposes. Endwall panels for buildings with 4:12 roof slope may have a splice at the eave line.
- 4.7.3 Endwall panels shall be square cut for buildings with a 1:12 roof slope and bevel cut for buildings with a  $\geq 2:12$  roof slope when the panel is longer than 5'-0".
- 4.7.4 Before securing, all laps of roof panels shall be sealed with a continuous ribbon of tape sealer.
- 4.7.5 Standard Roof Panels

The information below is general; please refer to your construction drawings for specific screw spacing information.

- 4.7.5.1 Roof panels shall be secured to purlins with #14 sheet metal screws at a maximum spacing of 12".
- 4.7.5.2 At end laps of rib sheets the maximum spacing shall be on each side of the major rib for Rib-12 panels and 6" on center for Rib-6.
- 4.7.5.3 Side laps to roof panels shall be stitched through the high flat of the rib with #14 sheet metal screws at a maximum spacing of 20" or 12" on center for wind loads 120 mph (fastest mile) or greater and 140 mph (peak gust) or greater.

#### **4.7.6 Standing Seam Roof Panels**

The information below is general; please refer to the construction booklet provided.

- 4.7.6.1 Pro Seam and Pro-Lok panels shall be secured by a fixed or floating clip with a 1/4-14 x 1-1/4" self drilling fastener at 24" on center and fastened to each purlin. Peak and panel laps shall be secured with compression joints consisting of rigid metal plates on the top and bottom of the panels.

#### **4.7.7 Standard Wall Panels**

The information below is general; please refer to your construction drawings for specific screw spacing information.

- 4.7.7.1 Wall panels shall be secured to girts with #14 sheet metal screws at a maximum spacing of 12".
- 4.7.7.2 At the end laps of rib sheets the maximum spacing shall be on each side of the major rib for Rib-12 panels and 6" on center for Rib-6.

- 4.7.7.3 At the side laps of sheets, #10 sheet metal screws shall be placed a maximum of 30" or 12" on center for wind loads 120 mph (fastest mile) or greater and 140 mph (peak gust) or greater.

#### **4.8 FLASHING, CLOSURES, AND TRIM**

- 4.8.1 Flashing and/or trim shall be furnished at the rake, corners, eaves, framed openings, and wherever necessary to provide weather tightness and a finished appearance.
- 4.8.2 Sculptured rake trim shall be roll formed 26, or optional 24, gauge material 20' long to minimize joints. Other trim shall be 26 gauge.
- 4.8.3 Sculptured rake trim material shall be Aluminum Zinc Alloy-Coated steel (50,000 psi yield) or optional color coated galvanized steel conforming to ASTM Specification A-653 Grade D (50,000 psi yield).
- 4.8.4 A formed panel matching the slope and profile of adjoining panels shall be provided along the building ridge for Rib-12 panels. A preformed metal outside closure and ridge flashing shall be used with standing seam panels.
- 4.8.5 Closure strips matching the profile of the panel shall be installed along the rake and/or eave where required for weather tightness. Closure strips shall be closed cell, semi-rigid, crosslinked polyethylene foam laminated for strength and uniform compressibility. Metal inside closure strips shall be used at the eave for standing seam panels.

#### **4.9 COLOR FINISH**

See DSB color charts for latest color selections and availability of finishes.

- 4.9.1 Exterior steel surfaces shall be Aluminum Zinc Alloy-Coated or optional color coated Aluminum Zinc Alloy-Coated or galvanized (G90) steel.
- 4.9.1.1 Color of roof panels, wall panels, and corner trim shall be selected from Dean's standard colors.
- ~~4.9.1.2 The roof ventilators shall be Aluminum Zinc Alloy-Coated or Oyster white.~~
- 4.9.1.3 Gutter, rake trim, downspouts, eave trim, and door flashing shall be Aluminum Zinc Alloy-Coated or prepainted galvanized in 26 ga. in standard colors shown on Dean's color card. Optional 24 ga. available in Aluminum Zinc coated or prepainted galvanized White or Bronze.
- 4.9.2 The color surface shall be a silicon-polyester co-polymer resin type to give superior adhesion and durability. The coating shall be a D.F.T. of 1.0 mil thick (+ .1 mil). The reverse or backer coat shall be a straight polyester with a D.F.T. of 0.5 mil thickness.
- 4.9.3 The Dean color coated panels are available with ~~optional 5-, 10-, and~~ 20-year written limited guarantees. For additional information on the primer, finish coat, or guarantee please contact your Dean representative.

### **5 ACCESSORIES**

#### **5.1 HOLLOW METAL SWING DOORS**

- ~~5.1.1 3070 door leafs shall be 1-3/4" thick, full flush, 20 gauge hot dipped galvanized (G60). The leafs shall have an expanded polystyrene core, a closed cell, rigid thermoplastic material used for insulation against heat or cold "U" factor of .16 and "R" factor of 6.5, sound transmission of .32. Meets or exceeds Federal Specification HH-1-524-C Types I, II, III.~~
- ~~5.1.2 Door frames shall be non-handed universal type frame, 16 gauge galvanized steel with reinforced recessed hinge plates.~~
- ~~5.1.3 Doors shall be furnished with a satin stainless steel lockset, 2-3/4" backset, and A.S.A. strike plate.~~
- ~~5.1.4 Optional panic hardware shall be a horizontal push bar of wrought steel channels and available either exit only or entrance/exit. Slight pressure on the push bar shall release~~

the door latch for immediate exit. A removable mullion shall be required for double door openings.

- 5.1.5 Each door leaf shall swing from (3) 4-1/4" x 4-1/2" steel full mortise, plain bearing hinges.
- 5.1.6 Door leafs and frames are manufactured with one coat of tinted white primer (Ceco).
- 5.1.7 The threshold shall be an extruded aluminum shape to provide positive weather seal.
- 5.1.8 Optional 3070 Glasslite doors shall have 6" x 30" factory pre-glazed tempered glass panel. Glasslite doors are not adequate for buildings permitted by the FBC and are not impact resistant.
- 5.1.9 4070 and 6070 door packages are available upon request; specifications and supplier may vary from above.

## **5.2 SLIDING DOORS**

- 5.2.1 Sliding door leafs shall be constructed of bolted steel framing covered with matching wall panels.
- 5.2.2 The leafs shall be suspended from a galvanized steel track by dual-wheeled, galvanized steel, permanently lubricated trolley hangers. The track brackets and trolleys shall be protected by a counter-flashed hood.
- 5.2.3 Sliding door jambs and headers (when required) shall be cold formed channel sections having one standard shop coat of primer.

## **5.3 SKYLIGHTS**

- 5.3.1 Skylight panels shall be general purpose glassfiber reinforced polyester structural plastic panels.
- 5.3.2 Skylights shall be white smooth surface finished, in a profile matching the roof panels and shall weigh 8 ounces per square foot. Skylights conform to PS 53-72, Type I (burn rate of not less than 2.0 inches per minute). Note: Voluntary Product Standard PS 53-72, issued by the U.S. Department of Commerce January 1, 1972, has been replaced as the Standard Specification by ASTM D 3841-81.
- 5.3.3 Additional fall protection must be provided in accordance with OSHA regulations.

## **5.4 EAVE GUTTERS AND DOWNSPOUTS**

- 5.4.1 Sculptured eave gutter 4-1/2" x 5" shall be roll formed 26 gauge, or optional 24 gauge, 20' long for ease of erection. Gutter shall be fastened with gutter brackets at 3' spacing after roof and wall sheets are in place. Contour of the gutter shall match the rake flashing and allow for easy field miter of the corner without an auxiliary corner box.
- 5.4.2 Downspouts shall be 26 gauge steel, 4" x 5". Downspouts shall have a 45° elbow at the bottom and shall be supported by attachment to the wall covering at 6' maximum spacing.

## **5.5 WINDOWS**

- 5.5.1 Horizontal slide aluminum windows shall be self-flashing, furnished with a sash lock, weather-stripping, and a half screen. The exposed surfaces shall be finished in Bronze enamel paint. The windows shall be factory glazed with double-strength (DSB) glass.
- 5.5.2 Accent windows shall be self-flashing fixed glass. The exposed surfaces shall be finished in Bronze enamel paint. The windows shall be factory glazed with tinted tempered glass.
- 5.5.3 Windows supplied by DSB may not be adequate for all wind loads and are not impact resistant.

## **5.6 VENTILATORS**

Ridge ventilators shall be gravity type, fabricated from Aluminum Zinc Alloy-Coated steel or galvanized steel painted Oyster White.

- 5.6.1 Monovents shall have a 9" or 12" throat and are furnished in 10' lengths. Splice plates and end caps, where required, shall be provided to make up the specified length. All monovents shall be furnished with bird screen. Optional damper shall provide an adjustable opening at the throat and shall be of the manually-operated pull chain type.

- 5.6.2 Lo-profile vents are designed for ProSeam, Pro-Lok and Rib-12 roof systems and offer pleasing, efficient ventilation. Vents come in 10' lengths, single or continuous, 6-1/2" throat @ 1:12 pitch, 450 CFM Base Rating.

## **5.7 LOUVERS**

Louvers shall be fabricated from 26 gauge galvanized steel and shall have overlapping blades for maximum weather tightness. Blade shall be fixed with integral bird screen. Color shall be oyster white unless otherwise specified.

# **6 BUILDING ANCHORAGE AND FOUNDATION**

## **6.1 ANCHOR BOLTS**

Anchor bolts shall resist 100% of the critical column reactions (shear and/or tension) determined from the load combinations. The manufacturer is responsible for design of anchor bolt diameter and projection above the concrete foundation, but is not responsible for the transfer of anchor bolt forces to the concrete nor the adequacy of the anchor bolts in relation to the concrete; this is the responsibility of the buyer. Anchor bolts supplied by DSB (optional) will be 36 KSI yield.

## **6.2 FOUNDATION**

The building foundation shall be designed by a qualified engineer to support the building reactions in addition to other loads imposed by the building use or occupancy. The design shall be based on actual jobsite conditions. Foundation design shall include provisions for bolt embedment, length, hook, bearing angles, kickout bars, tie rods, and any other associated items embedded in the concrete. Dean Steel Buildings, Inc., does not design nor assume responsibility for the design, materials, or workmanship of the foundation.

*Specifications cover buildings manufactured by Dean Steel Buildings, Inc. In keeping with Dean Steel Buildings, Inc., policy of continuous product improvement, specifications are subject to change without notice.*

## **DEAN STEEL BUILDINGS, INC.**

General Offices & Mfg. Plant  
2929 Industrial Avenue  
Fort Myers, Florida 33901  
(239) 334-1051 • FAX: (239) 334-0932



Mfg. Plant  
500 Tenth Street  
Cedartown, Georgia 30125  
(770) 748-7900 • FAX: (770) 749-5300

**IAS AC-472  
Accredited**

www.deansteelbuildings.com

Mfg. Plant  
71 Airport Road  
Thomasville, Georgia 31757  
(229) 225-1112 • FAX: (229) 225-1175

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**The Bollard Detail document for the New North Complex Trailer Yard Shed can be viewed and copied at:**

**1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Ocala, Florida 34470.**

**The Bolt Shear Plate Detail document for the New North Complex Trailer Yard Shed can be  
viewed and copied at:**

**1805 NE 30<sup>th</sup> Avenue, Bldg. 700, Ocala, Florida 34470.**