City Commission Regular Meeting
Tuesday, May 9, 2023 at 6:30 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. OPENING OF MEETING

1.A. Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Pete Carter will give the invocation. Student Rico Servin will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Recognition: Lifesaving Award presented to Acting Lieutenant Jake Davies, Driver/Engineer Stephen Jones, and Firefighter Michael DiPietrantonio by Fire Chief Shawn VanDemark.

4.B Presentation: Youth Council Task Force Project Presentation

5. CITY MANAGER'S REPORT

5.A City Manager's Report

6. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Workshop minutes from April 25, 2023.

7.B Resolution No. 16-23: Consider the adoption of a Resolution, which if adopted, would amend the member size and qualifications, adopted in Resolution No. 13-12, the Youth Council Task Force establishing Resolution.

7.C Resolution No. 17-23: Consider the adoption of a Resolution, which if adopted, would amend the FY 2022-2023 budget.

7.D Resolution No. 18-23: Consider the adoption of a Resolution, which if adopted, would approve the City of New Smyrna Beach's support of their commitment to 100% completion of the Woman's Club Restoration and Stabilization, Phase I and Phase II.

7.E Resolution No. 20-23: Consider the adoption of a Resolution, which if adopted, would allow the City to charge its customers the convenience fee for credit/debit card processing services.

7.F Consider the approval of a roof replacement for the property located at 1994 Aero Circle.

7.G Consider the approval for the Street Resurfacing schedule for Fiscal Year 2023 and approval of a Piggyback Contract with Halifax Paving.

7.H Consider the approval to submit a Grant Application for Construction of an Enclosed Boat House for Police and Fire Vessels under the U.S. Department of Homeland Security Port Security Grant Program.

7.I Special Event: Consider the approval of the Fireworks, Music & Food Trucks Event 2023, July 4, 2023.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

10. ORDINANCES - FIRST READING

11. BOARDS AND COMMISSIONS

11.A Community Enhancement Engagement Committee: Consider the appointment of one (1) citizen to serve a three-year term, expiring on September 1, 2025, as a regular member.

12. MAYOR AND COMMISSION REPORTS

13. CITY CLERK'S REPORT

13.A City Clerk's Report

14. CITY ATTORNEY'S REPORT

15. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk’s office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

RECOGNITION: LIFESAVING AWARD PRESENTED TO ACTING LIEUTENANT JAKE DAVIES, DRIVER/ENGINEER STEPHEN JONES, AND FIREFIGHTER MICHAEL DIPIETRANTONIO BY FIRE CHIEF SHAWN VANDEMARK.

May 9, 2023

Background:

On 4/12/23 at 18:39, Engine 51 arrived on scene to 2320 Eslinger Road Lot #84 to smoke and flames showing from the Alpha side with about 20% percent involvement. Engine 51 gave an arrival report as Driver/Engineer Jones quickly deployed the #1 crosslay with Firefighter Dipietrantonio. While stepping off the engine, the crew was notified by frantic neighbors that there was someone still inside the structure. Firefighter Michael Dipietrantonio and Acting Lieutenant Jake Davies quickly masked up and initiated a quick right hand search. While flames were licking overhead across the ceiling from the point of origin, the crew found the homeowner disoriented with his body half under the cabinetry below the sink with just his bare legs visible. The crew quickly grabbed the 60 year old New Smyrna Beach resident and assisted him out and continued to extinguish the fire. The victim was treated on scene by Volusia EMS and eventually refused transport to the hospital.

The Fire Chief invites the Mayor and Commission to join him in recognizing the efforts of these three firefighters.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Shawn Vandemark - Fire Chief

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

PRESENTATION: YOUTH COUNCIL TASK FORCE PROJECT PRESENTATION

May 9, 2023

Background:
The members of the City of New Smyrna Beach Youth Task Force will outline a presentation of their group projects to the City Commission. 2023 Members are Chair Alize Cardot, Vice Chair Carson Stepp, Member Tillman Arieti, Member Ava Grimaldi and Member Kayla Kavanaugh.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CITY MANAGER'S REPORT

May 9, 2023

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report - 5-9-23 with attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Khalid Resheidat, City Manager

Re: **City Manager's Report – May 9, 2023**

Date: May 2, 2023

The Mayor received a letter from Senator Tom Wright informing the city that the Pine Island/Aqua Golf Canal Dredging and Clean-Up in the amount of $1,000,000 has been approved by the Florida Legislature in the 2023-2024 Florida Budget. (See attached letter).

Staff submitted the annual recertification document for the Community Rating System (we are currently at class 5).

The City Manager met with each department to review their budget submissions for FY2023/2024. The FY2023/2024 budget will be submitted to the City Commission at a Budget Workshop, prior to the regular City Commission Meeting on June 27.

A joint meeting between the City Commission and New Smyrna Beach Utilities was held on 4/27/2023. Staff will be preparing an action plan for the Septic to Sewer Conversion item.

The Parking Task Force held their regular meeting on 5/2/2023 at 5:00 PM.

The National Prayer Day event was held in front of City Hall on 5/4/2023 at two different times: 8:15 AM and 1:30 PM.

The City of New Smyrna Beach received an award from the County for the most money collected Per Capita for the 2023 Feed the Need Fund Drive.

Attached please find the updated bid list for city projects.

Employee appreciation Day is scheduled for 5/11/2023 at the Babe James Center starting at 11:30 AM.

The City Manager will meet with all department directors this month regarding hurricane preparedness.

Should you have any questions or need additional information or clarification, on any of the items presented in this report, please let me know.

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:
Military and Veterans Affairs, Space, and Domestic Security, *Chair*
Commerce and Tourism, *Vice Chair*
Appropriations Committee on Criminal and Civil Justice
Appropriations Committee on Transportation, Tourism, and Economic Development
Environment and Natural Resources
Fiscal Policy
Governmental Oversight and Accountability

SELECT COMMITTEE:
Select Committee on Resiliency

SENATOR TOM A. WRIGHT
8th District

May 2, 2023

The Honorable Fred Cleveland
Mayor
City of New Smyrna Beach
210 Sams Ave,
New Smyrna Beach, FL 32168

Dear Mayor Cleveland,

I am happy to inform you that your appropriation request for Pine Island /Aqua Golf Canal Dredging and Clean-up in the amount of $1,000,000 has been approved by the Florida Legislature in the 2023 – 2024 Florida Budget. I know this funding is going to be put to great use by your organization and look forward to seeing the positive benefit it has on our community.

The budget will now be sent to the Governor's desk for review and signature. Upon his signature the budget becomes effective on July 1, 2023. Once again, I am incredibly proud to bring this critical funding home to our beloved communities and look forward to the effects it will have. Should you have any questions on the budget or your specific appropriation, please reach out to my Legislative Aide Amanda Wheeler at 850-487-5008.

Respectfully,

Tom A. Wright
State Senator, District 08

REPLY TO:
❒ 4606 Clyde Morris Blvd., Suite 2-J, Port Orange, Florida 32129 (386) 304-7630
❒ 416 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5008

Senate's Website: *www.flsenate.gov*

KATHLEEN PASSIDOMO
President of the Senate

DENNIS BAXLEY
President Pro Tempore

From:	Resheidat, Khalid
To:	Kosorok, Tammy
Subject:	FW: Community Rating System (CRS) Annual Recertification – City of New Smyrna Beach, FL #125132
Date:	Tuesday, May 2, 2023 2:33:56 PM
Attachments:	image003.png image001.png image002.png

CM report 5-9-2023

From: Meyers, Jesse
Sent: Monday, May 1, 2023 12:00 PM
To: Fegley, Kyle <kfegley@cityofnsb.com>; Voulgarakis Hackett, Sofia <Sofia.VoulgarakisHackett@verisk.com>
Cc: Resheidat, Khalid <kresheidat@cityofnsb.com>
Subject: RE: Community Rating System (CRS) Annual Recertification – City of New Smyrna Beach, FL #125132

Sofia,
Please find link below to my OneDrive folder with our Annual Recertification documentation. If you have any issues with accessing the files or have any questions regarding the submittal, please let me or Kyle know. Thank you.
2023 New Smyrna Beach CRS

Jesse Meyers, P.E.
Senior Civil Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
(386) 410-2812 (office)
jmeyers@cityofnsb.com
www.cityofnsb.com

From: Fegley, Kyle
Sent: Thursday, March 16, 2023 9:01 AM
To: Voulgarakis Hackett, Sofia <Sofia.VoulgarakisHackett@verisk.com>
Cc: Meyers, Jesse <jmeyers@cityofnsb.com>; Resheidat, Khalid <kresheidat@cityofnsb.com>
Subject: RE: Community Rating System (CRS) Annual Recertification – City of New Smyrna Beach, FL #125132

Sofia,

The City appreciates the reminder of our deadline and have been working on the activities for updates as we continue to strive to inform and protect our Community and maintain and/or lower our current classification status.

We will reach out if we have any questions during our recertification process.

Thanks,

Kyle W. Fegley, P.E.
City Engineer
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2811
Mobile (386) 547-1159
Kfegley@cityofnsb.com
www.cityofnsb.com

From: Voulgarakis Hackett, Sofia [mailto:Sofia.VoulgarakisHackett@verisk.com]
Sent: Wednesday, March 15, 2023 7:03 AM
To: Fegley, Kyle <kfegley@cityofnsb.com>
Cc: Meyers, Jesse <jmeyers@cityofnsb.com>; Resheidat, Khalid <kresheidat@cityofnsb.com>
Subject: Community Rating System (CRS) Annual Recertification – City of New Smyrna Beach, FL #125132

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.

Please acknowledge receipt of this email and attachment by replying to this message.

Dear CRS Coordinator,

Our records indicate that you are required to recertify this year in order to maintain your community's current CRS Classification. Your recertification is due **May 1, 2023**. I am your current CRS Resource Specialist and will be working with you through the recertification process.

Enclosed is a customized Recertification Form listing the credited activities your community implements.

- **Please read through the packet carefully and submit only the documentation that is requested.**
- Note that the signature and date of your CEO on the CC-213 form is required.
- Your CEO is copied on all CRS correspondences. If we do not have the current email address, please provide this to me so I can update our records and provide a copy of this notice.
- **Your reporting period will always be from your last recertification date until this recertification date: from May 1, 2022, to May 1, 2023.**

*****We have a new section to help answer any Recert or Annual CC questions*****
https://crsresources.org/recert/.

Failure to provide this recertification material will cause your community to be removed from the CRS program and lose the flood insurance discounts your residents receive.

ATTENTION:
New Construction Certificate (CC) Requirements

- *It is now a Class 9 prerequisite to meet a 90% correctness rate annually at your recertification date for any finished construction Elevation Certificates (ECs) or Floodproofing Certificates in the SFHA.*
- *Certificates reviewed annually whether you have a Cycle visit that year or not.*
- ***Two chances** to meet the 90% correctness rate. After that the matter will be referred to FEMA as a potential Class 10 retrograde.*

You will be notified by email the status of your recertification once it has been submitted and reviewed. Since CRS is a FEMA program, all necessary information will be forwarded on to the FEMA Regional Office upon their request.

Thank you for your continued participation in the CRS Program. If you should have any questions about the recertification form or the recertification process, please contact me.

Sincerely,

Sofia Voulgarakis Hackett

CRS Resource Specialist
New Orleans, LA
504.214.2382
Sofia.Hackett@Verisk.com
verisk.com | LinkedIn | Twitter | YouTube

This email is intended solely for the recipient. It may contain privileged, proprietary or confidential information or material. If you are not the intended recipient, please delete this email and any attachments and notify the sender of the error.

FY		BID NO.	FY	DEPARTMENT	TYPE	BID TITLE	STATUS COMMENT	ADVERTISED	PRE-BID MEETING	ADDITIONAL PRE-BID	Q&A DUE DATE	ADDENDA TO Q&A	DUE DATE	BID OPENING
21-03	1	03-21-ENG	22	DEVELOPMENT SERVICES	ITB	5th STREET BRDIGE REPLACEMENT PROJECT CONSTRUCTION	AWARDED	10/3/2022	10/20/2022		11/4/2022		1/30/2023	1/30/2023
22-17	2	17-22-LS	22	CIP	RFP	TURNBULL CREEK WATERSHED PRESERVATION PROJECT - OBSERVATION DECK	WAITING ON INFORMATION ON HOW TO PROCEED							
06-23	3	06-23-AIR	23	AIRPORT	ITB	EVB HANGAR T HANGAR REHABILITATION	CLOSED. WILL REBID, SEE 24-23-AIR	2/14/2023	2/21/2023		3/7/2023		3/14/2023	3/15/2023
13-23	3	13-23-PLAN	23	DEVELOPMENT SERVICES	RFQ	PLANNING CONSULTANTS	ADVERTISED	4/24/2023			5/8/2023		5/24/2023	5/25/2023
15-23	3	15-23-PLAN	23	DEVELOPMENT SERVICES	ITB	15 HOME DEMOLITION REBUILD PROJECT (HAZARD MITIGATION GRANT (HMGP) PROJECT 3	ADVERTISED	4/5/2023	4/19/2023		5/1/2023	5/5/2023	6/5/2023	6/6/2023
16-23	3	16-23-CIP	23	FIRE DEPARTMENT	RFQ	PROFESSIONAL ARCHITECTURAL SERVICES – FIRE STATION MANAGEMENT BUILDING	ADVERTISED	4/13/2023	N/A		4/27/2023		5/15/2023	5/16/2023
17-23	3	17-23-CIP	23	DEVELOPMENT SERVICES	ITB	ROCCO PARK PIER REPLACEMENT	ADVERTISED	3/29/2023	4/7/2023		4/21/2023		5/1/2023	5/2/2023
18-23	3	18-23-AIR	23	AIRPORT	ITB	ROOF REPLACEMENT OF 1994 AERO CIRCLE - REBID	DEPARTMENT OBTAINED 3 QUOTES, REQUESTING COMMISSION TO WAIVE THE BID PROCESS , 5/9/2023 MEETING							
19-23	3	19-23-LS	23	LEISURE SERVICES	RFP	AUTONOMOUS ROBOTIC LINE MARKING MACHINE	ADVERTISED	3/31/2023	N/A		4/14/2023		5/5/2023	5/8/2023
20-23	3	20-23-AIR	23	AIRPORT	ITB	FUEL FARM REHABILITATION	ADVERTISED	4/18/2023	4/25/2023		5/5/2023		5/18/2023	5/18/2023
21-23	3	21-23-CIP	23	CRA	ITB	PALM STREET SIDEWALK IMPROVEMENT PROJECT	NEED FUNDING FORM, INFORMATION, SPECIFICATIONS/DRAWINGS FROM REQUESTING DEPARTMENT							
22-23	3	22-23-LS	23	LEISURE SERVICES	RFP	REFEREE MANAGEMENT SERVICES	IN PROGRESS							
23-23	3	23-23-AIR	23	AIRPORT	ITB	TAXIWAY A RECONSTRUCTION	IN PROGRESS							
24-23	3	24-23-AIR	23	AIRPORT	ITB	EVB HANGAR T HANGAR REHABILITATION - REBID	IN PROGRESS - WORKING WITH AVCON CONSULTANTS							
25-23	3	25-23-AIR	23	AIRPORT	ITB	TOWER REHABILIATION	IN PROGRESS - WORKING WITH GAI CONSULTANTS							

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE CITY COMMISSION WORKSHOP MINUTES FROM APRIL 25, 2023.

May 9, 2023

Background:
A City Commission Workshop was conducted on Tuesday, April 25, 2023. The meeting minutes are attached for City Commission adoption consideration.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

04-25-23 Workshop.pdf

City Commission Workshop
Tuesday, April 25, 2023 at 5:15 PM
Minutes

I. CALL TO ORDER

Having been duly advertised as required by law, a workshop of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, April 25, 2023 at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland called the meeting to order at 5:17 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Randy Hartman, Commissioner Jason McGuirk, Commissioner Lisa Martin and Commissioner Valli Perrine.

II. PUBLIC PARTICIPATION

No action.

III. WORKSHOP

III.a Administrative Services Mini-Budget Workshop: A PowerPoint Presentation will outline the Administrative Services Budget.

Finance Director Natalia Eckroth outlined a PowerPoint Presentation.

IV. COMMISSION COMMENTS

Vice Mayor Hartman stated that the City Commission budget was the only one that decreased. He asked about the City Manager personnel cost increase. He mentioned the City Attorney and Finance personnel additions and questioned office space.

Commissioner McGuirk commented on the expense of Blue Cross/Blue Shield and asked if Human Resources was planning to discuss the subject at a future meeting. He shared that he planned to ask how Florida Health Care was doing as a provider. He wanted input regarding how the plans were adding up. He asked when the City planned to begin the process of searching for an auditor.

Commissioner Martin asked what the purpose was about the Bought Media charge for $36,000 under the City Manager's budget.

Mayor Cleveland explained that it was for an outlet to reach a broader audiences.

Commissioner Perrine commended Ms. Eckroth for a great job. She mentioned City benchmark reports. She researched and asked the auditor if they could provide that information. She shared that the audit team commended the Finance Department for beginning their work well in advance.

City Manager Resheidat commented on being very conservative this year for the budget.

Mayor Cleveland commended Ms. Eckroth on her good work. He mentioned the headcount on slide six.

Ms. Eckroth shared that it was a budgeted head count. The unfilled positions reflected as half positions.

V. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the workshop at 5:45 PM.

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

RESOLUTION NO. 16-23: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE MEMBER SIZE AND QUALIFICATIONS, ADOPTED IN RESOLUTION NO. 13-12, THE YOUTH COUNCIL TASK FORCE ESTABLISHING RESOLUTION.

May 9, 2023

Background:

During their February 23, 2023 regular meeting, the members of the Youth Council Task Force discussed possible amendments to the resolution that established their meeting body. They wanted to increase the member size from five to seven members due to an increase in interested students wishing to serve on the task force. They also discussed the best way to ensure that there would be a member on the task force that could lead the incoming members with the initiatives from the prior year. They requested that a requirement for the Chair would be to have one year of experience on the task force. This way, the focused goals and initiatives could be carried forward.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

13-12 Youth Council Task Force Creation.pdf
Res 16-23 Youth Council Task Force Amemdment.pdf

RESOLUTION NO. 13-12

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA CREATING A YOUTH COUNCIL TASK FORCE; PRESCRIBING QUALIFICATIONS AND DUTIES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 77, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity to the City Manager; and

WHEREAS, it is the desire of the City Commission to solicit the assistance of a group of citizens regarding the City's Youth Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: There is hereby created a Youth Council Task Force.

SECTION 2: The Youth Council Task Force shall consist of five regular members. Task Force members shall serve without compensation.

SECTION 3: The City Commission shall appoint five members to serve beginning September, 2012.

SECTION 4: The five members of the Youth Council Task Force serve at the pleasure of the City Commission and may be removed from the Youth Council Task Force by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The Youth Council Task Force shall work with and report to the City Manager, and be supported by the City Recreation staff.

SECTION 5: Qualifications of members. Wherever possible the City Commission shall appoint members to the Youth Council Task Force who have demonstrated interest, commitment and education.

SECTION 6: Duties. The Youth Council Task Force shall review and evaluate problems facing youth in the City; facilitate neighborhood meetings with youth to discuss problems, needs, suggested improvements for our community; meet regularly with the Mayor and the City Commission to share ideas and discuss issues,

concerns, and needed improvements; attend City Commission meetings and participate in vision and goal sessions; present recommended improvements to the City Commission and City Manager of public projects and programs; assist in planning youth/recreation activities; evaluate and advise the City Commission and/or City Manager on issues forwarded to the City's Youth Council for advice; perform such other duties and assignments as requested by the City Manager.

SECTION 7: The Youth Council Task Force will meet at least once per month. The Youth Council Task Force shall elect a chair and a vice-chair. The Youth Council Task Force shall meet at such times and such places as requested by the City Manager after consultation with the Task Force, as may be necessary to accomplish the Task Force's duties.

A majority of the members of the Youth Council Task Force present at a meeting shall be necessary to make any determination required by the Task Force. Meetings shall be open to the public and minutes shall be kept. A public record of the Task Force's minutes shall be maintained and made available for inspection by the public.

SECTION 8: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 5/1/12

The Within and Foregoing Resolution No. 13-12 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at City Hall in said City on May 8, 2012. Motion was made by Commissioner Plaskett, and seconded by Commissioner Hathaway, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR JUDY REIKER	Yes
COMMISSIONER J. S. GRASTY	Yes
COMMISSIONER JAMES W. HATHAWAY	Yes
COMMISSIONER LYNNE PLASKETT	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

Adam Barringer

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 13-12

RESOLUTION NO. 16-23

A RESOLUTION AMENDING RESOLUTION NO. 13-12, AMENDING THE MEMBER SIZE AND QUALIFICATIONS OF THE YOUTH COUNCIL TASK FORCE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 7.01, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity to the City Manager; and

WHEREAS, it is the desire of the City Commission to expand the membership of the City's Youth Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That the City of New Smyrna Beach, FL, Resolution No. 13-12 (May 8, 2012), is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~, and additions to text are indicated by underline.)**

SECTION 2: The Youth Council Task Force shall consist of ~~five~~ seven regular members. Task Force members shall serve without compensation.

SECTION 3: The City Commission shall appoint ~~five~~ seven members to serve beginning September ~~2012~~2023.

SECTION 4: The ~~five~~ seven members of the Youth Council Task Force serve at the pleasure of the City Commission and may be removed from the Youth Council Task Force by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The Youth Council Task Force shall work with and report to the City Manager, and be supported by the City Recreation staff.

SECTION 5: Qualifications of member. Wherever possible the City Commission shall appoint members to the Youth Council Task Force who have demonstrated interest, commitment and education.

SECTION 6: Duties. The Youth Council Task Force shall review and evaluate problems facing youth in the City; facilitate neighborhood meetings with youth to discuss problems, needs, suggested improvements for our community; meet regularly with the Mayor and City Commission to share ideas and discuss issues, concerns, and needed improvements; attend City Commission meetings and participate in vision and goal sessions, present recommended improvements to the City Commission and City Manager of public projects and programs; assist

in planning youth/recreation activities; evaluate and advise the City Commission and/or City Manager on issues forwarded to the City's Youth Council for advise; perform such other duties and assignments as requested by the City Manager.

SECTION 7: The Youth Council Task Force will meet at least once per month. The Youth Council Task Force shall elect a chair and a vice-chair. The chair of the Youth Council Task Force must have served as a member of the board for at least one year prior, unless waived by the New Smyrna Beach High School liaison. The Youth Council Task Force shall meet at such times and such places as requested by the City Manager after consultation with the Task Force, as may be necessary to accomplish the Task Force's duties.

SECTION 8: ***Conflicting Resolutions.*** That any and all resolutions that are in conflict herewith are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 5/1/2023

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

RESOLUTION NO. 17-23: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY 2022-2023 BUDGET.

May 9, 2023

Background:

Maintenance Operations Department is requesting to reclassify the existing Administrative Specialist III position to a Maintenance Operations Coordinator. This position will be taking on a larger role within the department with added responsibilities during emergency and other special events and acting as a major contact for vendors during those times. This position will also assist in implementation of the new work order system. Additional responsibilities with monthly budgeting reports and monitoring, as well as procurement and the bid process will also be put into effect. Duties of monitoring and maintaining contracts will be introduced as well.

Fiscal Analysis:

This reclassification will change the current pay grade from 107 to 110 and result in a five percent (5%) increase to the incumbent in the current position. Overall increase to General Fund will be $2,590.

Strategic Plan Item:

No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

Maintenance Operations Coordinator 03.2023.pdf
Res 17-23 Exhibit A.pdf
Res 17-23 Budget Amendment FY2022-2023.pdf

CITY OF NEW SMYRNA BEACH
JOB DESCRIPTION

JOB TITLE: **Maintenance Operations Coordinator**
DEPARTMENT: **Maintenance Operations**
REPORTS TO: **Maintenance Operations Director**
DATE: **3/2023**

JOB SUMMARY:

Provides specialized administrative assistance to the department director and staff in support of departmental operations and administrative functions; assists in creating and executing schedules, managing budget, and maintains effective workflow in the department.

ESSENTIAL JOB FUNCTIONS: (All responsibilities may not be performed by all incumbents.)

Responsible for managing office services by ensuring office operations and procedures are organized, correspondences are controlled, filing systems are designed, supply requisitions are reviewed and approved, and that clerical functions are properly assigned and monitored; establishes a historical reference for the office by outlining procedures for protection, retention, record disposal, retrieval; assigns and monitors clerical, administrative, and secretarial responsibilities and tasks among office staff.

Creates letters, reports, charts, and other documents requiring special formatting or containing complex terminology. May be required to transcribe advisory board or departmental meeting minutes.

Oversee administration of department's work order management system and monitor key performance indicators; enters and retrieves technical information from a computer and/or software in order to perform research, update records, process transactions, or respond to requests for information.

Processes all incoming correspondence and mail; disseminates to appropriate staff and personnel; answers phone, takes messages, handles complaints; schedules appointments; sends and receives all faxes; greets visitors and directs to appropriate office or personnel.

Coordinates department schedules, activities, and meetings; assists to oversee the sand bag operations during storm events; assists in coordination of special projects; maintains Director's calendar/meetings.

Monitors outsourced contracted services as needed and ensures compliance with contract terms; investigates complaints of non-performance or unsatisfactory performance; works directly with debris hauler to monitor progress and maintain all records during major storm events.

Prepares daily report and deposit preparation; tracks petty cash and reports.

Performs department purchasing procedure, including requisitions and field purchase orders, utilizing proper budget accounts; responsible for processing invoices on department purchases and receiving and documentation of all purchases.

Inputs data in preparation of annual budget for all department divisions; tracks annual expenses and notifies Director of potential issues; tracks year to date budget progress for each division and provides monthly report to each division.

Obtains verbal/written quotes for purchase or materials/supplies; assists in preparation of Bid/RFP specification for needed services/capital items; assists in bid processes and procurement procedures, ensures compliance with city policy.

Collaborates with Human Resources to maintain office policies as necessary; assists in the development, administration and implementation of department planning, training, policies and procedure; organize orientation and training of new staff members; may complete workman's compensation forms and maintain a record of claims.

Maintain database of employee certifications and CEU requirements; maintains education/certification requirements for records, incentive pay; records, reimbursement, etc.

May dispatch calls on radio to supervisors and employees of department.

Maintains records of information related to department operations such as; legal notices, distribution of information, use of equipment, etc.

Remains updated on technical and professional knowledge by attending educational workshops, joining professional associations, building networks with fellow professionals, and reviewing of industry publications.

Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED: (May vary depending on area of assignment.)

Personal Computer and/or Terminal, General Office Equipment

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High school diploma or GED; and,

Five years of progressively responsible clerical or administrative experience; or,

Any combination of education, training and experience, which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Licenses and Certifications:

May be required to obtain a notary certification.

May be required to obtain certification associated with area of assignment.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

Software applications including Microsoft Office, MUNIS, TracEz

Administrative policies and procedures related to the area of assignment.

Correct English usage, including spelling, grammar, punctuation, and vocabulary.

Computers, keyboards and/or word processors.

Record keeping, report preparation, filing methods and records management techniques.

General office practices and procedures.

Basic mathematical and statistical computations, such as addition, multiplication, percentages, and ratios.

Skill in:

Communicating effectively with others, both orally and in writing.

Typing complex documents containing numeric information or technical terminology at 55 wpm.

Using computers to enter and retrieve information.

Operating general office equipment.

Organizing and compiling information into a logical and sequential format.

Understanding and carrying out complex written and oral instructions.

Mental and Physical Abilities to:

Establish and maintain effective working relationships with others.

Ability to see and read information at a normal reading distance written on paper or computer monitor.

Ability to hear telephones, alarms and normal conversational tones.

While performing the essential functions of this job, the incumbent is regularly required to use hands to finger, handle, or feel objects, and to reach with hands and arms.

Working Conditions:

Works in a normal office environment where there are little or no physical discomforts associated with changes in weather or discomforts associated with noise, dust, dirt and the like. Some areas of assignment may experience periodic loud noises.

This position is part of the City's Emergency Management Team and, as such, shall be expected to perform all duties that are assigned during an emergency management operation. Any additional compensation, above the normal weekly salary shall be outlined by the City Manager in the City's Emergency Management Activation and Emergency Declaration. Failure to appear to perform emergency management assignment and to work assigned shifts as scheduled by the City's Emergency Management Director or individuals designated by the City Manager to assign such functions will result in disciplinary action up to and including termination.

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

Acknowledgement of receipt of Job Description

_____ _____
Print Employee Name Employee Signature

_____
Date

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2022 - 2023

FUND	ADOPTED BUDGET	RES 67-22	RES 70-22	RES 71-22	RES 02-23	RES 04-23	RES 05-23	RES 06-23	RES 07-23	RES 10-23	RES 11-23	RES 12-23	RES 15-23	RES 17-23	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 38,841,455	$ 5,029,762		$ (1,893)	$ 743,441	$ (84,629)	$ 119,578			$ 59,588	$ 42,000	$ 8,763		$ 2,590	$ 44,760,655
003 - BRANNON CENTER / LIVE OAK	$ 634,609														$ 634,609
004 - GOLF COURSE	$ 2,030,696														$ 2,030,696
101 - STORMWATER	$ 5,944,768				$ 1,700,000							$ 355			$ 7,645,123
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 130,000														$ 130,000
104 - AIRPORT / INDUSTRIAL PARK	$ 4,897,429				$ 103,433				$ 30,000		$ 102,617	$ 57,165			$ 5,190,644
105 - POLICE IMPACT FEE	$ 325,000		$ 75,000												$ 400,000
106 - FIRE IMPACT FEE	$ 625,000				$ 160,452										$ 785,452
107 - RECREATION IMPACT FEE	$ 450,000														$ 450,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 850,000														$ 850,000
113 - BUILDING & INSPECTIONS	$ 4,646,817		$ 85,621		$ 97,024	$ 109,127		$ 43,200							$ 4,981,789
115 - PARKING FUND	$ 1,200,000				$ 250,000					$ 145,798					$ 1,595,798
125 - COMMUNITY REDEVELOPMENT	$ 1,950,000				$ 18,903										$ 1,968,903
130 - ARPA FUND	$ 7,500,000	$ 1,000,000													$ 8,500,000
204 - DEBT SERVICE FUND	$ 560,872														$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 93,380				$ 1,500,000										$ 1,593,380
207 - SRF DEBT SERVICE SINKING FUND	$ 73,514														$ 73,514
208 - DEBT SERVICE 2005 REV REFUND	$ 466,995														$ 466,995
209 - DEBT SERVICE GO BOND 2005	$ 1,784,455														$ 1,784,455
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,808														$ 658,808
211 - CAPITAL NOTE ISLESBORO	$ 62,508														$ 62,508
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ -				$ 22,726										$ 22,726
302 - CAPITAL PROJECTS FUND	$ 11,424,404	$ 1,000,000	$ 277,621		$ 6,944,578			$ 21,400					$ 2,404,626		$ 22,072,629
303 - GOB CAPITAL PROJECTS FUND	$ 580,000														$ 580,000
405 - SANITATION	$ 9,289,257														$ 9,289,257
408 - CITY MARINA	$ 674,330														$ 674,330
501 - GARAGE	$ 2,163,545														$ 2,163,545
TOTAL ALL FUNDS	**$ 97,857,842**	**$ 7,029,762**	**$ 438,242**	**$ (1,893)**	**$11,540,557**	**$ 24,498**	**$ 119,578**	**$ 64,600**	**$ 30,000**	**$ 205,386**	**$ 144,617**	**$ 66,283**	**$ 2,404,626**	**$ 2,590**	**$ 119,926,688**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 001 GENERAL FUND								
001	00130000	389101		APPROPRIATED FUND	5,366,535	2,590	5,369,125	Reclassification of Maintenance Ops Position
001					**TOTAL REVENUES**	**2,590**		
001	00151902	512001		REGULAR SALARIES	131,598	(44,679)	86,919	Remove Maintenance Ops Admin III position
001	00151902	515001		PL-Sell Back Incentive	9,097	(1,718)	7,379	Remove Maintenance Ops Admin III position
001	00151902	521001		FICA	18,790	(3,549)	15,241	Remove Maintenance Ops Admin III position
001	00151902	522003		Pension	23,652	(4,468)	19,184	Remove Maintenance Ops Admin III position
001	00151902	523002		FL Health Care	34,155	(11,024)	23,131	Remove Maintenance Ops Admin III position
001	00151902	523008		Dental	1,538	(369)	1,169	Remove Maintenance Ops Admin III position
001	00151902	523009		Life ADD/ LTD/STD	2,239	(349)	1,890	Remove Maintenance Ops Admin III position
						(66,156)		
001	00151902	512001		REGULAR SALARIES	86,919	46,913	133,832	Add Maintenance Ops Coordinator
001	00151902	515001		PL-Sell Back Incentive	7,379	1,804	9,183	Add Maintenance Ops Coordinator
001	00151902	521001		FICA	15,241	3,727	18,968	Add Maintenance Ops Coordinator
001	00151902	522003		Pension	19,184	4,691	23,875	Add Maintenance Ops Coordinator
001	00151902	523002		FL Health Care	23,131	10,893	34,024	Add Maintenance Ops Coordinator
001	00151902	523008		Dental	1,169	351	1,520	Add Maintenance Ops Coordinator
001	00151902	523009		Life ADD/ LTD/STD	1,890	367	2,257	Add Maintenance Ops Coordinator
						68,746		
001					**TOTAL EXPENDITURES**	**2,590**		

RESOLUTION NO. 17-23

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2022-2023 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1. Resolution No. 60-22, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2022-2023, and was amended by Resolution Nos. 67-22, 70-22, 71-22, 02-23, 04-23, 05-23, 06-23, 07-23, 10-23, 11-23, 12-23, and 15-23 is hereby further amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 15-23, reflecting estimated revenues, operating expenditures, and transfers and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

SECTION 3. The Budget Amendment Schedule attached hereto as **Exhibit "A"** identifies the specific accounts being modified as summarized in Section 2, above.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 5/1/2023

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2022 - 2023

FUND	ADOPTED BUDGET	RES 67-22	RES 70-22	RES 71-22	RES 02-23	RES 04-23	RES 05-23	RES 06-23	RES 07-23	RES 10-23	RES 11-23	RES 12-23	RES 15-23	RES 17-23	TOTAL AMENDED BUDGET
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Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

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001	00151902	523009		Life ADD/ LTD/STD	1,890	367	2,257	Add Maintenance Ops Coordinator
						68,746		
001					**TOTAL EXPENDITURES**	**2,590**		

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

RESOLUTION NO. 18-23: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE CITY OF NEW SMYRNA BEACH'S SUPPORT OF THEIR COMMITMENT TO 100% COMPLETION OF THE WOMAN'S CLUB RESTORATION AND STABILIZATION, PHASE I AND PHASE II.

May 9, 2023

Background:

The City started the Restoration and Stabilization of the Woman's Club in 2018, the City has received two grants for this project. One from the State for $600K (non-matching) and a second grant from ECHO for a matching grant of $267,500. This totals to $1,135,000 in Grant funding and matching City funds. The original scope was full restoration. The first step was performing an evaluation of the structure. This was performed by GLE and is attached. The findings of this report led to the decision to change the scope and focus on the foundation splitting the project into two phases. Phase I Foundation and Phase II Interior, Exterior and Roof. At the same time the City and GLE could not come to agreement on the scope changes which resulted in the City changing Architects to Bentley. This created a delay in the project and required an extension and scope change request from ECHO in June 2021. This first extension was granted for 365 days to July 2022. Plans were completed in May 2022 however another grant extension was requested to complete the construction. This second extension was approved to July 2023. Unfortunately the city had a difficult time getting contractors on board requiring the City to go out for bid twice. We now have a contractor on board and a completion date for Phase I Foundation portion of November 2023. This delay required the city to request a third extension from ECHO. ECHO has conditionally granted the extension on the condition that the City provide a resolution to commit completing the restoration of the Woman's Club 100%.

Findings:

Volusia ECHO has requested a resolution from the City to commit to 100% completion of the Woman's Club renovation. Staff recommends the approval and support of Resolution No. 18-23.

Fiscal Analysis:

Current contract with MGN construction for Phase I renovation and stabilization is $1,128,795.00. Phase II Renovation cost initial estimate is between $650,000 to $750,000 including Design estimate of $60,000.

Strategic Plan Item:

No

Staff Report Created By: Todd Alexander - Capital Projects Manager

Attachments:

New Symrna Beach Woman's Club PCA.PDF
Photo Documentation_New Symrna Beach Woman's Club PCA.pdf
Res 18-23 Women's Club Commitment.pdf

PROPERTY CONDITION ASSESSMENT & STRUCTURAL EVALUATION

City of New Smyrna Beach Woman's Club
403 Magnolia Street
New Smyrna Beach, Florida 32168

GLE Project No.: 18000-19247

Prepared for:

Mr. Khalid Resheidat, Assistant City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

May 22, 2018

Prepared by:

5405 Cypress Center Drive, Suite 110
Tampa, Florida 33609
813-241-8350 • Fax 813-241-8737

ARCHITECTS | ENGINEERS | ENVIRONMENTAL CONSULTANTS

May 22, 2018

Ms. Michelle M. Vallance
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Sent via E-mail: mvallance@cityofnsb.com

RE: City of New Smyrna Beach
Woman's Club Property Condition Assessment
403 Magnolia Street, New Smyrna Beach, Florida 32168

GLE Project No.: 18000-19247

Dear Ms. Vallance:

As per your Purchase Order authorization 57058-00 dated April 5, 2018, GLE is pleased to submit the following report for Property Condition Assessment (PCA), structural evaluation and costing for the existing Woman's Club dated May 16, 2018.

The report includes:

Tab 1 – Property Condition Assessment (PCA)
Tab 2 – Structural Evaluation
Tab 3 – Drawings of the existing floor plan & elevations based on drawings provided by Client

Please be aware that the structural cost presented in the structural evaluation is included in the PCA cost. Refer to paragraph "5.2 Structure" of the PCA report.

The structural report addresses some issues that are of critical nature that should be addressed as soon as possible.

After reviewing the report, please contact our office should you have any questions.

Sincerely,
GLE Associates, Inc.

Alberto Portela, Jr.
AIA, NCARB, ACLS, LEED AP
Director of Architectural Services

c: Vince Barnes, McCarthy & Associates/Pennoni
File

AP/ml

F:\Work\Facilities 1161\18000\19247-CNSB-Women's Club Restoration-Phase 1\Report\18000-19247 PCA Report Cover Letter-1141.docx

TAB 1
PROPERTY CONDITION ASSESSMENT

Property Condition Assessment

Conducted at:

City of New Smyrna Beach Woman's Club
403 Magnolia Street
New Smyrna Beach, Florida 32168

GLE Project No.: 18000-19247

Mr. Khalid Resheidat, Assistant City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

Issue Date: May 22, 2018

Victor Ricco
Field Observer

Victor Ricco
Signature

Craig Gardei, AIA, LEED AP
Senior Reviewer

Signature

Prepared by:

GLE Associates, Inc.
5405 Cypress Center Drive, Suite 110
Tampa, Florida 33609
Phone (813) 241-8350
Facsimile (813) 241-8737

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APPENDIX A – Immediate Repair or Replacement Summary Table
APPENDIX B – HVAC and Electrical Systems Assessment
APPENDIX C – Capital Reserve Summary Table
APPENDIX D – Photographic Documentation

1.0 INTRODUCTION

The purpose of the Property Condition Assessment report is to provide an objective review of the general condition of a facility, evaluate major building components and provide a general estimate of future needs.

This document includes tables which provide an indication of the building components and their condition. More specific details related to each table are provided below.

The line item costs which appear in these tables are specifically associated with the cost of repair/replacement for that component, and do not include other project costs typically incurred such as, but not limited to:

- Professional fees such as architectural, engineering costs and/or project management.
- Auxiliary related trade costs-such as electrical or HVAC costs associated with HVAC equipment as part of a roof replacement.
- Auxiliary Scope required services-such as cutting an opening in a drywall partition to remove and replace a large piece of mechanical equipment.
- Permit fees.
- General Conditions.
- Contingency.

Accordingly, the costs which appear in this report are not an indication of all the costs which may be associated with repair/replacement of that component. Estimated costs for the above mentioned items (i.e. General Conditions) were not provided for each deficiency because the values can change significantly based on the size, scope or bundling of repair/replacement activities.

2.0 PROCEDURES AND METHODOLOGY

2.1 Procedures

Documents received for assessment included:

- Pre-Survey Questionnaire completed by the City of New Smyrna Beach.
- Christopher Frank, Architect, P.A. renovation drawings, dated August 14, 1996.

A walk-through survey of the building and site was performed. The objective of the walk-through survey was to visually observe the building and property site area so as to obtain information on material systems and components for the purposes of providing a brief description, identifying physical deficiencies to the extent that they were easily visible and readily accessible. The surveyor obtained photographs documenting typical conditions, including material physical deficiencies.

2.2 Summary Tables

Table 2: Immediate Repair or Replacement Summary, located in **Appendix A**, provides an indication of specific deficient components which require, based upon their age and/or condition, repair, and/or replacement, within the next 6 to 12 months. An item appears in this table when it is observed to be in poor condition, and/or is beyond its EUL. For each item listed, **Table 2** indicates a quantity for the component, as well as a cost to repair/replace the component.

Items may appear in **Table 2** because of existing or potentially unsafe conditions, or a critical element or system failure that may likely occur within one year. These items will be specifically noted by GLE as items that require *immediate action*, and the building component associated with the observation will be generally noted as in poor condition.

Table 3: HVAC and Electrical Systems Assessment Summary, located in **Appendix B**, provides a comprehensive list of the primary HVAC and Electrical components observed in the field. The tables provides indication of the remaining useful life (RUL) of the component, based on our observations and information provided to GLE, as well as an indication of the current condition of the components.

Table 4: Capital Reserve Summary, located in **Appendix C**, provides a list of any component which needs to be replaced, based upon its age, within the next 10 years. An item appears in this table when it will be beyond its useful life within 10 years. The replacement will be shown as taking place at some point in the next 10 years, depending on when it exceeds its RUL. **Table 4** also includes a quantity of the component, a unit cost for the component, and a total cost for replacement.

2.3 Opinions of Probable Cost Methodology

Opinions of Probable Cost presented in this report are derived from the following sources:

- R.S. Means Building Construction Cost Data.
- GLE's database of Probable Construction Costs. GLE's database is compiled from unit pricing obtained from numerous similar projects. GLE's database is updated on a regular basis, and validated from a comparison with the latest version of R.S. Means cost data.

3.0 PURPOSE/LIMITATIONS

As authorized by the City of New Smyrna Beach it's Successors and/or Assigns, GLE Associates, Inc. (GLE) has performed a Property Condition Assessment (PCA) survey of the building referenced by the physical address of 403 Magnolia Street, in the city of New Smyrna Beach, Florida, on May 2, 2018. The purpose of the PCA was to determine the property's current condition and to identify major deficiencies and other problems currently present at the property. Attached, as an appendix, are photographs depicting the site and building conditions and any deficiencies identified in the report.

Costs identified herein are limited to those repair costs that GLE estimates to be required to repair deficient building components that we have assumed may occur in the future. Further, these estimated probable repair costs are GLE's professional attempt to predict the costs that might be obtained through a competitive bidding process given the current local market conditions. As a professional consulting firm, GLE provides no guarantee that the work will actually be completed for the pricing indicated.

This report is for the exclusive use of City of New Smyrna Beach, its affiliates, designates and assignees, rating agencies, prospective bond holders, and no other party shall have any right to rely on any services provided by GLE, without prior written consent.

Information provided in this report is based on a visual reconnaissance of the subject site. No invasive or destructive testing was performed. Some deficient conditions or characteristics may be discovered by a more in-depth investigation, which was not included as part of this assessment. As such, the City of New Smyrna Beach may only rely on this report to the extent that deficiencies identified were visible at the time of GLE's inspection.

Hazardous materials (ie: asbestos, lead-based paint) may be present within the building, which may be disturbed as part of the anticipated renovations. It will be necessary for the City of New Smyrna Beach to employ a licensed environmental consultant to complete a survey for hazardous materials before obtaining permits for construction.

4.0 EXECUTIVE SUMMARY

4.1 Site Visit Information

Date of Site Observations:	May 2, 2018
Weather Conditions:	Sunny
GLE Inspectors:	Victor Ricco, Project Inspector
GLE Reviewer:	Craig J. Gardei, AIA, LEED AP
Site Escort Name:	Ms. Michelle Vallance
Accessible Areas:	All areas of the building
Inaccessible Areas:	None

4.2 General Description

The subject site, located at 403 Magnolia Street, in New Smyrna Beach, Florida, includes one single-story structure, currently functioning as a Woman's Club. The building contained an auditorium, tea room, foyer, kitchen, restrooms, office and stage. The building was reportedly constructed in 1926. The building consists of a total of approximately 4,220 square feet on approximate 11,250 square foot lot.

The building was generally constructed of wood-framed bearing walls on brick stem walls. Floor constructed consisted of tongue and groove planks on wood floor joists. Interior partition walls consisted of painted cement plaster on wood framing. The roof framing consisted of tongue and groove planks supported by wood rafters. The roof system was finished with a combination of built-up roof materials and architectural shingles.

A summary of the facility is outlined in the following **Table 1**.

Table 1. Facility Summary New Smyrna Beach Woman's Club 403 Magnolia Street, New Smyrna Beach, Florida 32168	
General	
Gross Building Area (SF)	4,220
Number of Floors	One
Year Built	1926
Number of Elevators	N/A
Renovations/Major Replacements	
Interior finishes and restrooms	1996
Structure	
Foundation	Concrete footings, brick
Walls	Wood-framed bearing walls
Roof Framing	Conventional wood framing
Building Envelope	
Walls	Painted cement plaster (stucco) and brick
Roof	Architectural shingles and built-up roof materials
Windows	Single-hung
Doors	Wood
Mechanical/Plumbing	
HVAC System	Direct expansion split systems
Water Supply	Copper
Sanitary Sewer	Cast iron
Fire Protection	
Fire Suppression	Yes
Fire Alarm	Yes
Site	
Parking Area	None
Stormwater Management	Off-Site System

Overall, the subject building and site were observed to be in fair to poor condition.

5.0 BUILDING EVALUATION

5.1 Site

5.1.1 Description

The project site is located at 403 Magnolia Street in the city of New Smyrna Beach, Florida. The site was primarily flat.

There was no onsite parking.

Concrete sidewalks were located along the north and west portions of the building. A concrete ramp with metal handrails was located at the north portion of the building. Concrete steps with metal handrails were located at the east portion of the building.

Stormwater from the low sloped roof drains into roof scuppers, which discharge via downspouts connected to underground piping, which discharges to landscaped areas. Stormwater from the medium sloped roof drains into gutters, which discharge via downspouts connected to underground piping, which discharges to landscaped areas. Stormwater from the landscaped areas sheetflows to the street which, then discharges to into the city's stormwater management system.

The site was landscaped with a combination of grass, mulched areas, shrubberies and trees, and an irrigation system.

5.1.2 Conclusions and Recommendations

At the time of the inspection, the overall site conditions were fair to poor. The vegetation along the south portion of the site was overgrown. A tree at the south portion of the site was also overgrown. The overgrown vegetation and overgrown tree should be trimmed. Some erosion of the sodded areas was observed. It is recommended that the low areas be filled and the damaged grassy areas be re-sodded/reseeded. The irrigation system is reportedly operational.

Soil was observed against a rear crawl space window. The area were the soil was against a rear crawl space should be regraded.

Some localized cracking was observed in the concrete sidewalks, and a portion of the concrete sidewalk was damaged. Cracks were also observed in the concrete ramp. GLE recommends repairing the cracked sidewalks and cracked ramp and replacing the damaged sidewalk. The ramp handrail was improperly secured. The concrete was damaged at the point where the handrail was secured to the ramp. The ramp handrail should be re-secured.

The stormwater systems appeared to be functioning properly, and there were no reported problems, with the exception of roof drainage issues discussed in **Section 5.3.2**, below.

5.1.3 Site Utilities

5.1.3.1 Water

Water service is reportedly provided by Utilities Commission of New Smyrna Beach. The water service entrance components are below grade and were not observable at the time of GLE's site visit. Although deterioration to concealed components is possible, no signs of deficiencies were noted or reported.

5.1.3.2 Electricity

Electric service is reportedly provided by Utilities Commission of New Smyrna Beach. The electrical service to the building is provided from a pad mounted transformer located on the south portion of the site. The electrical service entrance components are below grade, and although deterioration to concealed components is possible, no signs of deficiencies were noted.

5.1.3.3 Sanitary Sewer

Sanitary sewer service is provided by Utilities Commission of New Smyrna Beach. The sanitary sewer piping entering the building is primarily concealed and was not observable at the time of GLE's site visit. Although deterioration to concealed components is possible, no signs of deficiencies were noted or reported.

5.2 Structure

A structural engineering assessment was completed by McCarthy and Associates, a Division of Pennoni, independent of this Property Condition Assessment. Costs to correct the deficiencies identified in the McCarthy and Associates, a Division of Pennoni, report are indicated in Table 2 of this report as they appear in the McCarthy and Associates, a Division of Pennoni, report.

5.3 Exterior Components

5.3.1 Description

The exterior walls were finished with a combination of painted cement plaster (stucco) and multi-wyth brick.

The roof system for the building was finished with a combination of built-up roof materials with a cap sheet, and architectural shingles. Gutters and downspouts were located around the roof perimeter of the medium sloped roof. Scuppers and downspouts were provided on the low sloped roof. A parapet wall with a metal coping cap is generally located along the perimeter of the low sloped roof. Painted wood fascia and wood soffits were located at the medium sloped roof overhangs.

A canvas awning was located over the door located at the north side of the building and a canvas awning was also located at the rear door of the building.

A porch is located at the front of the building. The porch ceiling was finished with painted plaster. The porch floor and steps were finished with quarry tile.

The exterior doors were comprised of wood doors in wood frames.

The building's window systems consisted of single-glazed single-hung type windows in wood frames.

A variety of sealant materials were observed throughout the building envelope.

5.3.2 Conclusions and Recommendations

Cracking was observed at various locations throughout the exterior walls and the paint was in poor condition. The exterior walls should be repaired and repainted. See the structural engineering assessment report for engineer's comments relating to the exterior wall cracks.

It was reported that the roof shingles were replaced approximately 10 years ago and they were in fair condition. That said, several of the roof hip caps were missing. The missing roof hip caps should be replaced as part of an ongoing maintenance program. The built-up roof materials were in poor condition with remedial repairs at several locations throughout the low sloped roof. It was reported that when the scuppers become clogged with debris from nearby trees, roof leaks occur. Remedial sealant was observed on portions of the metal coping cap. The built-up roofing should be replaced. The metal coping cap should be replaced as part of the built-up roof replacement effort.

The soffit and fascia were in fair condition, overall. That said the paint was in poor condition. GLE recommends repainting the fascia, and soffits as part of the exterior repainting effort.

The downspout located at the northwest corner of the building was damaged. The damaged downspout should be replaced as part of the built-up roof replacement. The gutters and downspouts were in fair condition, although debris was observed in the gutters. The debris should be removed as part of an ongoing maintenance program.

The canvas awnings were in fair condition.

Cracked quarry was observed at various locations throughout the porch deck. The cracked quarry tile should be replaced.

The exterior doors were in fair condition, overall. That said, no weather stripping was provided on the front doors of the building and the weather stripping on the remaining doors was in poor condition. GLE recommends installing weather stripping on the front doors and replacing the weather stripping on the remaining doors.

Portions of the wood windows and exterior window sills were deteriorated and the windows were in poor condition. The windows should be replaced.

Overall, the sealant materials appeared to be in poor condition with some cracking and portions of the sealants were missing. The cracked and missing sealants should be replaced as part of the exterior painting and window replacement.

5.4 Systems

5.4.1 Electrical Systems Description

Electrical power to the building was from a pole mounted transformer supplied to the main panel at 225 amps, 120/240 volts, single-phase 3-wire. A 100 amp distribution panel was located in a closet located in the northwest portion of the building. A second 100 amp distribution panel was located in the crawl space. An electrical meter was mounted on the exterior wall on the east side of the building. All wiring is reportedly copper.

Observed lighting in the interior spaces generally consisted of a combination of incandescent recessed lighting fixtures, wall and ceiling mounted light fixtures and fluorescent lighting fixtures. Spot lights were provided on the stage. Ceiling fans were located in the auditorium. Emergency lighting consisted of dual wall packs.

Building-mounted exterior lighting generally consisted of a combination of wall and ceiling mounted lighting fixtures.

5.4.2 Electrical Systems Conclusions and Recommendations

The main electrical panel and distribution panels were observed to be in fair to poor condition. Full depth corrosion was observed on the exterior electrical panel. The corroded electric panel should be replaced.

The interior light fixtures and ceiling fans were installed as part of the 1996 renovations and were observed to be in fair to poor condition. Several of the wall mounted fixtures were damaged and should be replaced. The remaining incandescent light fixtures were in fair condition. The fluorescent mounted fixtures were in fair condition. The degree of illumination in the observed areas was found to be adequate.

The exterior wall mounted fixtures were corroded and at the end of their useful life. The exterior wall mounted light fixtures should be replaced. The ceiling mounted exterior light fixtures were in fair condition. That said, the ceiling mounted fixtures are at the end of their useful life and should be replaced.

5.4.3 Fire Protection Systems Description

A fire sprinkler system and fire alarm system are present in the building. Sprinkler heads were observed throughout the building. Horn strobes and pull stations were observed at various locations throughout the building. A fire alarm annunciator panel was located in the crawl space.

A fire extinguisher was located in the tea room.

5.4.4 Fire Protection Systems Conclusions and Recommendations

The fire alarm annunciator panel and devices were in fair condition. Current inspection tags were observed on the fire annunciator panel and fire extinguisher. The fire riser inspection tag was expired. The fire riser should be **inspected in the immediate future**.

5.4.5 Mechanical Systems Description

The building was heated and cooled by two 5-ton and one 2-ton *Carrier* direct expansion (DX) split systems. Ductwork was a combination of insulated metal and flex duct.

Ventilation is generally provided by ceiling mounted fans for restroom exhaust.

5.4.6 Mechanical Systems Conclusions and Recommendations

The DX split systems had a manufacture date of 2005 and were in fair condition.

The exhaust fans in the restrooms were fair. That said, the ceiling fans in the restrooms are at the end of their useful life and should be replaced.

5.4.7 Plumbing Systems Description

Based on the limited visually accessible components, the building's water supply piping appears to be copper. Sanitary waste and vent piping appears to be cast iron.

Domestic hot water is provided by a 30 gallon electric water heater located in the crawl space.

Plumbing fixtures consisted of white vitreous china.

5.4.8 Plumbing Systems Conclusions and Recommendations

No significant backups or drainage problems were reported to the sanitary system. No problems were reported to the supply piping. Selected fixtures were tested and the water discharge and drainage were found to be sufficient for the fixtures tested. Although deterioration of concealed components is possible, no signs of leakage or blockage were observed or reported. That said, the cast iron sanitary pipe is at the end of its useful life and should be replaced.

Observed restroom plumbing fixtures were in fair condition. The kitchen sink was in poor condition and should be replaced.

The electric water heater was in poor condition. The electric water heater should be replaced.

5.5 Interior Components

5.5.1 Description

The floors were finished with hardwood. Painted wood baseboard was observed at the base of the walls.

Interior wall finishes consisted of painted plaster, with ceramic tile in the restrooms.

Ceilings consisted of a combination of painted drywall and painted plaster.

Interior doors consisted of solid core wood doors in wood frames.

Casework consisted of painted wood cabinets. Countertops in the restrooms consisted of plastic laminate presumably over, pressboard. Countertops in the kitchen were a combination of plastic laminate over, presumably, pressboard and wood countertop.

Toilet partitions consisted of plastic laminate finished pressboard.

Wood steps with wood handrails were located on each side of the stage.

A stone fire place was located in the tea room.

5.5.2 Conclusions and Recommendation

It was reported that the hardwood floors were recently refinished. That said, the finish on the hardwood floors in the restrooms was in poor condition. The restrooms floors should be refinished. The remaining floor finishes were in good condition.

Water damaged plaster walls were observed in the office. A portion of the drywall ceiling was missing in the office. Water damaged plaster were also observed on the ceiling in the tea room. Scuffed and localized damaged plaster was observed on the remaining walls finishes. A crack was observed in the women's restroom plaster wall. The wall finishes in the remaining areas were in fair to poor condition. The damaged, cracked and missing wall finishes should be replaced/repaired then repainted.

The interior doors were in fair condition, overall. That said, the paint on the interior doors and door jambs was chipped and in poor condition. The interior doors should be repainted as part of the interior wall and ceiling painting effort.

The casework in the kitchen was in poor condition. The plastic laminate countertops in the restrooms were stained. The cabinets and countertops should be replaced.

The toilet partitions were in fair condition.

The interior steps and handrails were in fair condition.

The fire place was in fair condition.

6.0 LIMITATIONS

Costs identified herein are limited to those repair costs that GLE estimates to be required to repair deficient building components that we have assumed may occur in the future. Further, these estimated probable repair costs are GLE's professional attempt to predict the costs that might be obtained through a competitive bidding process given the current local market conditions. There is no guarantee that the work will actually be completed for the pricing indicated.

All information provided in this report is based on a visual reconnaissance of the subject site. No invasive or destructive testing was performed. Some deficient conditions or characteristics may be discovered by more in-depth investigation, which was not included as part of this assessment. As such, the Client may only rely on this report to the extent that deficiencies identified were visible at the time of GLE's inspection. Additionally, conclusions may have been drawn based on statements made by occupants present at the time of GLE's site visit or documents provided to GLE by the Client, or the Client's representatives. GLE makes no representation as to the accuracy of this information.

Hazardous materials (i.e. asbestos, lead-based paint) may be present within the building, which may be disturbed as part of the anticipated renovations. It will be necessary for the Owner to employ a licensed environmental consultant to complete a survey for the hazardous materials before obtaining permits for construction.

7.0 OUT OF SCOPE CONSIDERATIONS

The following activities were specifically excluded and out of scope in the facility condition assessment:

- Removing or relocating materials, furniture, storage containers, personal effects, debris, building materials or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or property, that obstructs access or visibility. Consequently, concealed deficiencies may exist which were not identified in this report.
- Preparing engineering calculations and analysis.
- Taking site measurements or quantities.
- Any legal encumbrances, such as easements; building property line setbacks or elevations.

- Reporting on the presence or absence of pests, such as wood damaging organisms, rodents, or insects.
- Reporting on the condition of subterranean conditions.
- Evaluating acoustical or insulating characteristics of systems or components.
- Providing an environmental assessment.
- Over time, further weathering, moisture infiltration, and/or equipment operations may change the severity of the conditions as they were observed at the time of GLE's site visit.
- Americans with Disabilities Act (ADA), or other handicap accessibility survey.

7.1 The assessment of tenant owned/maintained improvements.

7.2 Other Exclusions and Limitations.

7.2.1 Future weathering, moisture infiltration, equipment operations may change the severity of the reported conditions and an assessment to the opinions may become necessary.

7.2.2 This report should NOT be considered as a guarantee or warranty.

APPENDIX A
Immediate Repair or Replacement Summary Table

Table 2. Immediate Repair or Replacement Summary
New Smyrna Beach Woman's Club
403 Magnolia Street New Smyrna Beach, Florida 32168

Category	Description	Quantity	Units	Unit Cost	Total Cost	Comments
Site						
	Grounds-Landscaping	150	SF	1.75	$ 263	Regrade area at rear crawl space window
	Grounds-Trees, Trimming	200	SF	0.50	$ 100	Trim overgrown vegetation
	Grounds-Trees, Trimming	1	EA	900.00	$ 900	Trim overgrown tree
	Grounds-Lawns - Fertilizers Re-Seed & Fine Grade	900	SF	0.45	$ 405	Fil low areas and resod/reseed
	Walkways/Steps-Pedestrian Paving - Concrete	60	SF	10.00	$ 600	Fill cracks in sidewalk and ramp
	Walkways/Steps-Pedestrian Paving - Concrete	10	SF	45.00	$ 450	Replace damaged sidewalk
	Walkways/Steps-Pedestrian Paving - Quarry tile	220	SF	8.50	$ 1,870	Replace cracked porch quarry tile
	Walkways/Steps-Ramp handrails	100	LF	9.25	$ 925	Repair ramp handrail
Structure						
	Foundations-Concrete-Shallow Spread	300	SF	24.00	$ 7,200	Repair foundation due to tree heave
	Foundations-Crawl Space-Pylons	570	SF	19.00	$ 10,830	Repair crawl space pylons
	Foundations-Crawl Space-Pylons	240	SF	26.00	$ 6,240	Install additional crawl space pylons
	Wall-Wall-Wood Frame	1500	SF	11.50	$ 17,250	Replace deteriorated wall framing
	Wall-Wall-Multi-Wythe Brick	800	SF	15.25	$ 12,200	Repair damaged brick stem wall
	Roof-Roof-Wood Framing/Wood Deck	500	SF	12.50	$ 6,250	Replace deteriorated roof deck
	Roof-Roof-Wood Framing rafters	150	SF	15.25	$ 2,288	Replace deteriorated roof rafter
Exterior						
	Roofs-Built-Up	2150	SF	6.50	$ 13,975	Replace leaking built-up roof material
	Roofs-Asphalt Shingles architectural	9000	SF	3.50	$ 31,500	
	Roofs-Parapet Cap metal	120	SF	1.25	$ 150	Replace parapet coping cap
	Walls-Cement Plaster - Stucco	3000	SF	9.25	$ 27,750	Replace damaged stucco
	Walls-Painting, Exterior	2400	SF	1.50	$ 3,600	Repair and repaint exterior walls
	Walls-Caulking & Sealant	650	LF	0.60	$ 390	
	Windows-Windows-Operable, single glazed	700	SF	35.00	$ 24,500	Replace deteriorated windows
Systems						
	Electrical System-Distribution Panels	1	EA	1,500.00	$ 1,500	Corroded service panel
	Electrical Fixtures-Exterior-Wall Mounted Lighting	3	EA	250.00	$ 750	Corroded wall mounted fixtures
	Electrical Fixtures-Interior-Wall Lighting Fixture	14	EA	250.00	$ 3,500	Replace damaged wall mounted light fixtures
	Fire Protection-Fire Sprinkler System	1	EA	250.00	$ 250	Inspect fire riser in the immediate future
	HVAC-Restroom Exhaust Fan	2	EA	250.00	$ 500	
	Plumbing System-Sanitary Distribution - Cast Iron	250	LF	110.00	$ 27,500	
	Plumbing System-Central Domestic Hot Water Heating-Tank up to 150 gal	1	EA	525.00	$ 525	
	Plumbing Fixtures- Kitchen Sink	1	EA	450.00	$ 450	Replace kitchen sink
Interior						
	Floors Finish-Wood	300	SF	2.50	$ 750	Refinish restroom floors
	Interior Finish-Painting	12800	SF	0.85	$ 10,880	Repaint interior surfaces
	Walls/ceilings-Gypsum Board	100	SF	15.00	$ 1,500	Replace and repair water damaged walls and ceiling
	Walls-Plaster	500	SF	0.65	$ 325	Repair water damaged ceiling in tea room
	Ceiling- Plaster	500	SF	4.25	$ 2,125	
	Casework-Cabinets-Wood	26	LF	125.00	$ 3,250	Replace kitchen cabinets
	Casework-Countertop-Plastic Laminate	10	SF	12.80	$ 128	Replace kitchen and restroom countertops
	Casework-Countertop-Solid Wood	16	SF	25.00	$ 400	Replace kitchen wood countertop
					$ 223,968	

APPENDIX B
HVAC and Electrical Assessment

Table 3. HVAC and Electrical Assessmment Summary
New Smyrna Beach Woman's Club
403 Magnolia Street New Smyrna Beach, Florida 32168

Category	Description	EUL	Age	Condition	RUL	Maint	Cap Exp	Comments
Systems								
	Electrical System-Distribution Panels	60	22	Fair	38		No	100 amp distribution panel NW
	Electrical System-Distribution Panels	60	22	Fair	38		No	100 amp distribution panel crawl space
	Electrical System-Distribution Panels	60	22	Poor	0		Yes	Corroded service panel
	Electrical Fixtures-Exterior-Wall Mounted Lighting	25	22	Poor	0		Yes	Corroded wall mounted fixtures
	Electrical Fixtures-Exterior-Ceiling Mounted Lighting	25	22	Fair	3		Yes	
	Electrical Fixtures-Exterior-Ceiling Mounted Lighting	25	22	Fair	3		Yes	
	Electrical Fixtures-Interior-Fluorescent Lighting Fixture	25	22	Fair	3		Yes	
	Electrical Fixtures-Interior-Wall Lighting Fixture	25	22	Poor	0		Yes	Replace damaged wall mounted light fixtures
	Electrical Fixtures-Interior-Ceiling Lighting Fixture	25	22	Fair	3		Yes	
	Fire Protection-Fire Sprinkler System	50	22	Poor	0		Yes	Inspect fire riser in the immediate future
	Fire Protection-Emergency Lighting	25	22	Fair	3		Yes	
	HVAC-Split System 5-Ton	15	13	Fair	2		Yes	
	HVAC-Split System 2-Ton	15	13	Fair	2		Yes	
	HVAC-Restroom Exhaust Fan	15	22	Fair	0		Yes	
	Plumbing System-Domestic Water-Copper	50	22	Fair	28		No	
	Plumbing System-Sanitary Distribution - Cast Iron	50	96	Fair	0		Yes	
	Plumbing System-Central Domestic Hot Water Heating-Tank up to 150 gal	15	22	Poor	0		Yes	
	Plumbing Fixtures-Water Closet	40	22	Fair	18		No	
	Plumbing Fixtures-Urinal	40	22	Fair	18		No	
	Plumbing Fixtures- Sink	40	22	Fair	18		No	
	Plumbing Fixtures- Kitchen Sink	40	22	Poor	0		Yes	Replace kitchen sink

EUL = Expected Useful Life, RUL = Remaining Useful Life, Maint = Maintenance Item, Deferred = Capital Expense, Presumed = Item Age Presumed

APPENDIX C
Capital Reserve Summary Table

Table 4. Capital Reserve Summary
New Smyrna Beach Woman's Club
403 Magnolia Street New Smyrna Beach, Florida 32168

Category	Description	Comments	Quantity	Units	Unit Cost	Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Site																
Structure																
Exterior																
	Roofs-Exterior Covered Areas/ canvas awing		75	SF	135.00	10,125										10,125
	Walls-Painting, Exterior	Repair and repaint exterior walls	2,400	SF	1.50	3,600										3,600
	Walls-Caulking & Sealant		650	LF	0.60	390										390
	Doors/Exterior-Solid Core-Wood door	Install weather stripping	8	EA	75.00	600								600		
Systems																
	Electrical Fixtures-Exterior-Ceiling Mounted Lighting		3	EA	385.00	1,155			1,155							
	Electrical Fixtures-Exterior-Ceiling Mounted Lighting		3	EA	385.00	1,155			1,155							
	Electrical Fixtures-Interior-Fluorescent Lighting Fixture		6	EA	275.00	1,650			1,650							
	Electrical Fixtures-Interior-Ceiling Lighting Fixture		14	EA	385.00	5,390			5,390							
	Fire Protection-Emergency Lighting		14	EA	50.00	700			700							
	HVAC-Split System 5-Ton		2	EA	4,900.00	9,800		9,800								
	HVAC-Split System 2-Ton		1	EA	3,800.00	3,800		3,800								
Interior																
	Interior Finish-Painting	Repaint interior surfaces	12,800	SF	0.85	10,880						10,880				
	Wall Finish-Toilet Partitions per Stall		3	EA	850.00	2,550								2,550		
					Total Uninflated	51,795	-	13,600	10,050	-	-	10,880	-	3,150	-	14,115
					Inflation Factor	3%	1.03	1.06	1.09	1.13	1.16	1.19	1.23	1.27	1.30	1.34
					Total Inflated	61,361	-	14,428	10,982	-	-	12,991	-	3,990	-	18,969

APPENDIX D
Photographic Documentation

Upper Photo: Front view of bldg. looking west

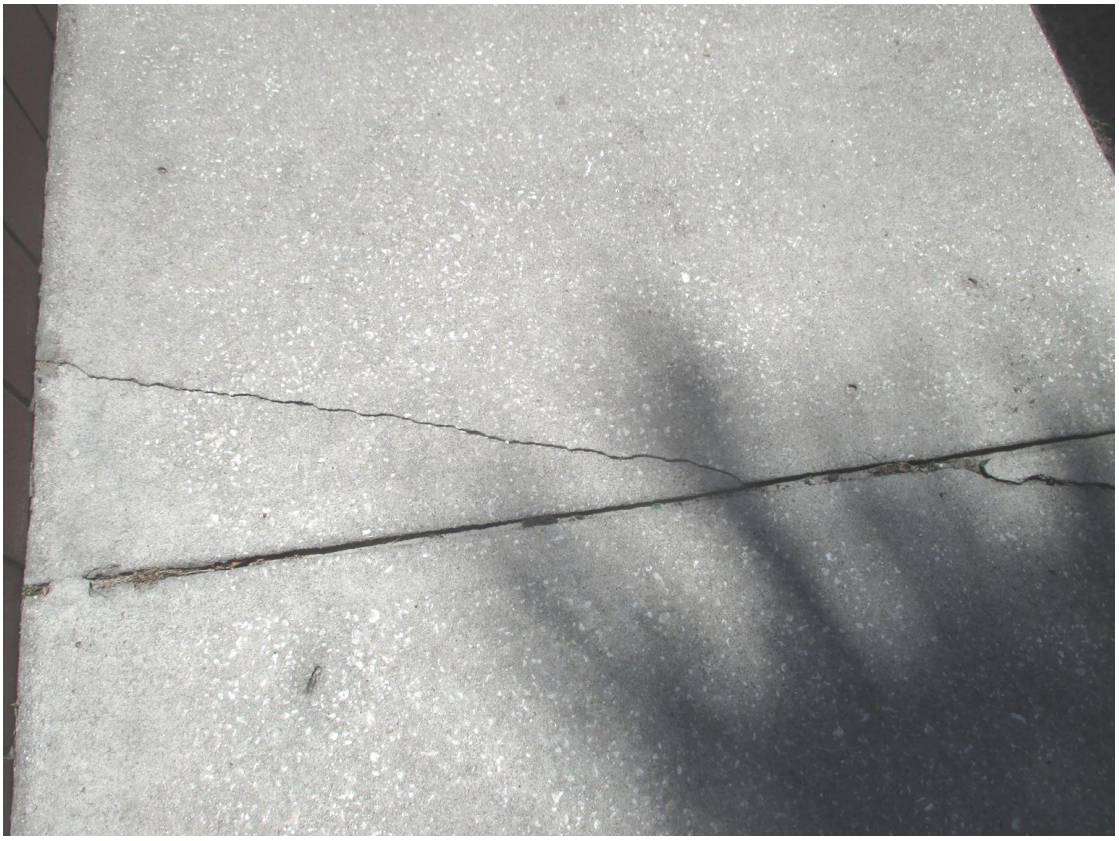
Lower Photo: Rear view of bldg.

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
5405 Cypress Center Drive, Suite 110
Tampa, Florida 33609
Phone: (813) 241-8350 fax: (813) 241-8737

GLE
ARCHITECTS | ENGINEERS | ENVIRONMENTAL CONSULTANTS

New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-1
Date 05/16/2018	



Upper Photo: Side view of bldg. looking south

Lower Photo: Cracked sidewalk

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-2
Date 05/16/2018	

Upper Photo: View of ramp

Lower Photo: Poorly secured handrail and cracked concrete

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-3
Date 05/16/2018	

Upper Photo: Overgrown vegetation

Lower Photo: Overgrown tree

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-4
Date 05/16/2018	

Upper Photo: Cracked quarry tile front porch

Lower Photo: Eroded landscaping

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-5
Date 05/16/2018	

Upper Photo: Brick stem wall mortar joints in poor condition

Lower Photo: Defecting floor

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-6
Date 05/16/2018	

Upper Photo: Cracked stucco and cracked sealants

Lower Photo: Cracked stucco

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-7
Date 05/16/2018	

Upper Photo: Missing sealants

Lower Photo: View of remedial repaired built-up roof

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-8
Date 05/16/2018	

Upper Photo: Missing cap shingles

Lower Photo: Missing weather stripping at the front exterior door

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-9
Date 05/16/2018	

Upper Photo: Deteriorated wood window

Lower Photo: Deteriorated exterior wood sill

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-10
Date 05/16/2018	

Upper Photo: Corroded electrical panel

Lower Photo: Corroded electrical panel

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-11
Date 05/16/2018	

Upper Photo: Distribution panel NW portion of the bldg.

Lower Photo: Distribution panel crawl space

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-12
Date 05/16/2018	

Upper Photo: Damaged interior wall mounted light fixture

Lower Photo: Typical ceiling mounted light fixture

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-13
Date 05/16/2018	

Upper Photo: Corroded exterior wall mounted light fixture

Lower Photo: Corroded Exterior ceiling mounted light fixture

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-14
Date 05/16/2018	

Upper Photo: Fire riser with expired inspection tag

Lower Photo: View of air handling unit and ductwork

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-15
Date 05/16/2018	

Upper Photo: View of ductwork

Lower Photo: Water heater in poor condition

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-16
Date 05/16/2018	

Upper Photo: Stained restroom countertop

Lower Photo: Kitchen sink in poor condition

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-17
Date 05/16/2018	

Upper Photo: Water damaged interior wall

Lower Photo: Water damaged interior wall

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-18
Date 05/16/2018	

Upper Photo: Missing drywall at ceiling

Lower Photo: Water damaged ceiling

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-19
Date 05/16/2018	

Upper Photo: Damaged interior wall

Lower Photo: Cracked interior plaster wall

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-20
Date 05/16/2018	

Upper Photo: View of stage

Lower Photo: View of fire place

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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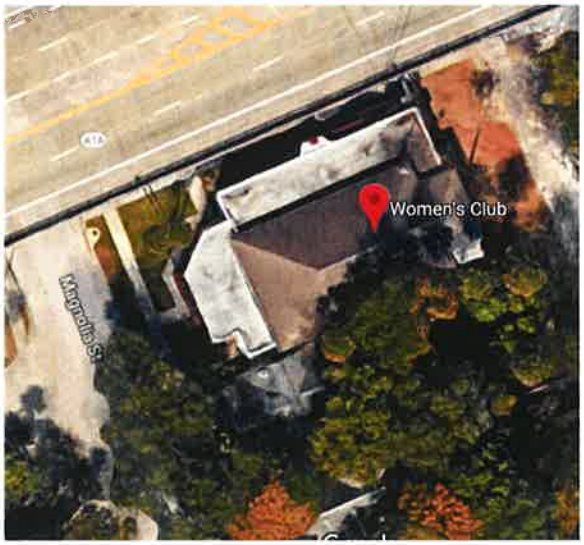
New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-21
Date 05/16/2018	

TAB 2
STRUCTURAL EVALUATION

Pennoni

Structural Condition Assessment for New Smyrna Woman's Club

New Smyrna Woman's Club
403 Magnolia Street
New Smyrna Beach, FL 32168



Submitted To:

Mr. Alberto Portela, Jr., AIA, ACLS, NCARB, LEED AP
Director of Architectural Services
GLE Associates, Inc.
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Tampa FL 33609

Submitted By:

McCarthy and Associates, a Division of
Pennoni Associates Inc.
James Vincent Barnes III, PE
FL No. 77754

James Vincent Barnes, III P.E. # 77754
Project Engineer

Proj. No. GLEIC18002

JAMES VINCENT BARNES III
LICENSE
No. 77754
5/22/18
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Issued: May 16, 2018
Revised: May 22, 2018

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EXHIBITS

- Exhibit A – McCarthy Preliminary Survey of Damage
- Exhibit B – Interim Report of Dangerous Condition Dated May 3, 2018
- Exhibit C – Preliminary Structural Repair Cost Estimate

EXECUTIVE SUMMARY

McCarthy and Associates, a Division of Pennoni, has been retained to perform a limited visual site visit to document structural damage, develop primary repair recommendations, recommended additional exploratory testing needed and provide a summary report of our findings.

During our site evaluation on April 27, 2018, we identified differential movement of the interior raised stage and the auditorium wood floor. Upon further inspection of the underlying foundation piers and wood beams supporting the main auditorium floor, we identified several brick pilasters that were damaged, displaced or had settled. The existing floor system does not appear to be able to support the service loads due to the lack of foundation support in the auditorium. Therefore, this portion of the building should be considered a **Dangerous Condition** as defined by the 2017 Florida Existing Building Code and as outlined in our letter dated May 3, 2018 and included as Exhibit B to this report. It is recommended that the auditorium space **not** be used for assembly type events until additional supplementary supports are installed on either side of the damaged brick piers.

The following additional structural damages were also identified during our evaluation. See the individual sections of the report for a description of repair recommendations.

- Brick stem wall foundation damaged by decay of mortar and tree heave.
- Undersized floor framing members and excessive floor deflection.
- Improper slope of exterior grade along the southeast corner of the building.
- Exterior frame wall damage from water intrusion and decay.
- Rot of window casings and mullions.
- Water intrusion and drywall damage from roof leaks.
- Failed sealants and flashing around chimney.
- Missing roof shingles and roof damage from a previous high wind event, the roof is at the end of its useful life due to age,

In preparation for the development of final repair recommendations, the following additional investigation is recommended.

- Exploratory demolition including the removal of portions of exterior stucco and interior drywall to investigate the extent of damage to exterior wall framing.
- Investigation of the high roof framing above the auditorium. Access may be made via the removal of the access paneling above the ceiling or removal of drywall over the stage.
- Geotechnical testing to determine the allowable bearing pressures of the soil for design of retrofit foundation piers and foundations.

To eliminate dangerous conditions and repair the damaged structure. The following will be required.

- Provide additional supplementary foundation support.
- Repair/replace damaged stem wall.
- Replace damaged exterior frame walls.
- Remove and replace windows/sills.
- Remove existing roof, repair damaged members and install new roof deck and roofing.

1 PROJECT DESCRIPTION

1.1 Project Information

The subject building is located in New Smyrna, Florida and is operated as a mixed used banquet and assembly hall. The building was constructed in approximately 1926 and is on the National Registry of Historic Places No. 90000714. A site visit of the readily accessible areas was conducted on Friday, April 27, 2018 by J. Vincent Barnes, P.E. with Pennoni.

1.2 Scope of Services of Condition Assessment

a) Perform a limited visual site inspection of the readily accessible areas to assess the current condition of the existing building systems.
b) Locate probable load bearing walls and foundations.
c) Document roof framing, if accessible.
d) Recommend additional testing or demolition, if applicable.
e) Provide assistance to GLE Associates in developing a construction cost estimate.
f) Prepare a report summarizing our findings and recommendations.

1.3 Services Excluded from Condition Assessment

a) Review of non-structural building components; ex. paint, signage, lighting, HVAC and plumbing systems, roofing, egress requirements, etc.
b) Preparation of repair drawings and specifications.
c) Review of existing structural drawings for errors and omissions.
d) Measurements of existing conditions.
e) Exploratory demolition to expose hidden conditions.
f) Preparation of design calculations.

1.4 Codes Referenced During Review Codes

a) Florida Building Code, 6th Edition. (2017 FBC)
b) Florida Building, Existing Code 6th Edition (2017 FBCE)
c) ASCE 7-10 Minimum Design Loads for Building and Other Structures

1.5 Previous Documents Reviewed

Original construction or building plans were not provided for our review. However, a partial set of the Phase II Restoration of the Woman's Club of New Smyrna issued by Christopher Frank, Architect, P.A. dated 1995 was provided for our review. This plan included a floorplan for the building and miscellaneous recommendations for repairs to the exterior walls and roof.

1.6 DESCRIPTION OF STRUCTURE

The one-story structure is separated into two main areas and several adjacent ancillary rooms. The main open auditorium hall includes a stage with a vaulted ceiling. The high hip roof over the auditorium could not be accessed at the time of our site visit, but it appears to be constructed of wood trusses and conventional wood framing. The remaining roof areas are flat and constructed of wood joists. A semi-destructive investigation to remove portions of the plaster ceiling would be required to confirm the roof framing. The exterior walls of the building are wood framed, covered with wood sheathing and stucco. The foundation of the building includes a raised stem wall below the exterior walls and isolated brick pilasters that support the interior wood framed floor.

Picture 1 – Front Elevation

1.7 Previous Documents Reviewed

Although original construction plans were not provided for our review, we were provided a copy of the 1995 Phase II restoration plans for the building issued by Christopher Frank, Architect, P.A. These plans included layouts of the interior building areas but had limited information regarding the structure of the building.

2 INSPECTION SUMMARY

The property was inspected in an effort to determine the type, source, and extent of the damage. Listed below are the issues found during our site visit along with discussions as to probable causes, relevant comments and/or preliminary repair recommendations. Damages/issues identified in this report have been indicated on the Limited Condition Assessment Plans by "key code" marks. For example, water intrusion is listed as **(WI)** on the plans, attached in Exhibit A.

The inspection report has been separated into the following general areas listed below. Damages listed in each section are based on the preliminary order of magnitude of areas needing repair.

- Building raised floor and foundation.
- Interior and exterior walls.
- Roof exterior and framing members.

It should be noted an interim report was issued by our office on May 3, 2018 that identified a dangerous condition concerned the raised floor from lack of adequate support piers in the auditorium area. A copy of the report has been included as Exhibit B.

2.1 Foundation and Floor Framing Survey

The foundation of the building includes both an exterior stem wall and interior piers both constructed of brick. The foundation was accessed via access panel along the East Elevation.

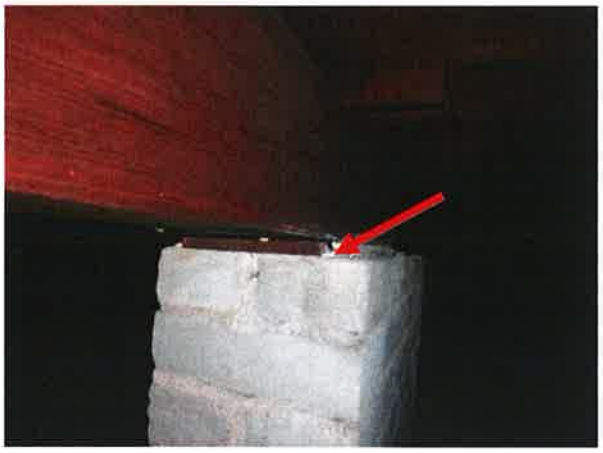
2.1.1 Interior Foundation Pier Settlement

An approximate ¼" gap was identified between the interior raised stage and the auditorium wood floor. Upon inspection of the underlying foundation piers and wood beams supporting the main auditorium floor, we identified several brick pilasters that were damaged, displaced or had settled. The damaged and displaced piers may have been caused by excessive live loading during high occupancy events in the building and/or loose near surface bearing soils. The existing floor system does not appear to be able to support the service loads due to the lack of foundation support. Therefore, this portion of the building should be considered a **Dangerous Condition** as defined by section 202 of the 2017 Florida Building Code Existing.

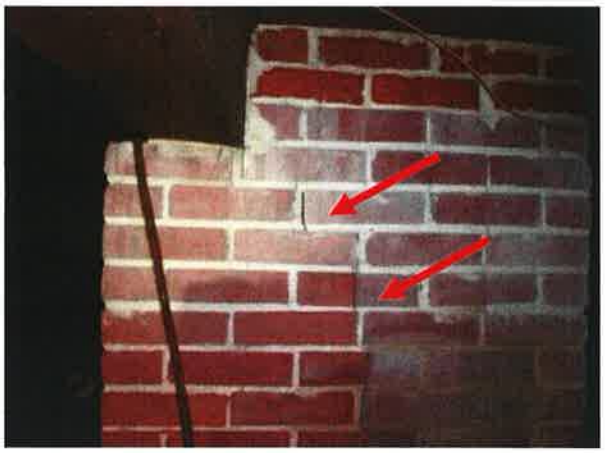
It is recommended that supplementary support piers be installed on either side of the damaged brick piers to re-support the raised wood floor. Additionally, the floor system should be re-leveled by jacking and shimming.

Picture 1 – View of Auditorium Stage

Picture 2 – Separation at Base of Stage



Picture 3 – Settlement of Pier Under Auditorium



Picture 4 – Damaged Foundation Pier Under Auditorium

2.1.2 Undersized Floor Framing Members

The wood floor of the auditorium is comprised of 2"x10" wood floor joists spaced at 16" on center and spanning approximately 18.5 feet between supports. It is our understanding the building commonly houses 200 or more people during events. Based on a review of the current code, the floor of the auditorium should be rated for a minimum uniform live load or 100 PSF. Based on our review of this, the wood floor members are insufficient to support the "assembly" occupancy without causing excessive deflection and overstress of the wood floor joists/beams. It is recommended that additional supplementary floor beams be installed to provide additional support the floor framing system.

2.1.3 Foundation Damaged From Tree Heave

A large oak tree approximately 5 feet from the southeast corner of the building. Currently the tree has been removed. Due to the close proximity of the tree to the building, the corner foundation was lifted by the pressure from the tree roots. Additionally, the exterior wood framed wall was observed to be decayed/rotten from exposure to moisture from being covered by the elevated exterior grade. At the time of our site visit, tree roots were visible extending through the wall.

To repair this damaged portion of the building the following will be required.

- Temporary shoring to support the first floor and roof framing.
- Relevel the exterior grade of the building to direct water away from the foundation of the building. Additionally, the tree roots need to be removed, and clean fill used to back fill the soil. If the tree roots are not removed, voids will develop as the roots decay leading to soil settlement.
- Remove and replace portions of damaged stem wall. The new stem wall should extend a minimum of 1 foot above the exterior finished grade.
- Remove and replace damaged wood framing within the walls.
- Re-level any portions of the floor.
- Remove and replace the exterior sheathing and stucco finish.

Picture 5 – View of Tree Prior to Removal

Picture 6 – Current View of Southeast Corner

Picture 7 – Portion of Wood Wall Heaved

Picture 8 – Enlarged View of Tree Roots Growing Through Wood Framed Wall

2.1.4 Exterior Brick Stem Wall

The majority of the stem wall was found to be in fair condition with evidence of previous repairs. The stem wall is constructed of un-reinforced bricks installed in a running bond. Cracking and mortar loss was noted along the north elevation of the building where the stem wall meets the exterior finished grade.

It is recommended that the damaged stem wall be repaired by repointing the damaged joints with new mortar to restore the structural integrity of the stem wall. Additionally, the missing or broken sections of brick should be replaced.

Picture 9 – Stem Wall Along North Elevation

Picture 10 – Previous Repairs to Stem Wall

2.2 First Floor and Exterior Walls

The wood framed exterior walls were observed to have widespread deterioration from water intrusion and differential settlement of the foundation. The majority of the water intrusion appears to have been caused by the prior noted roof issues and cracks in the exterior stucco finish. At both the southeast and north- west corners to the building, cracking along the exterior of the building was noted to be reflected through the interior walls, see pictures 13 and 14. Several previous attempts to seal the exterior cracking was noted, however the damage appears be progressing as the wood framed walls continue to deteriorate. Damaged wall framing near the southeast corner is due to a portion of the wood framed wall extending below grade.

It is recommended that selective demolition be performed near the southeast and southwest corners of the building to determine the extent of the framing damage in the area. It should be expected that portions of the wood framing will be required to be replaced or repaired from the foundation to the roof joist bearing. Furthermore, the exterior grade near the southeast corner will need to be resloped to direct water away from the building.

Picture 11 – Damaged Southeast Corner Wall

Picture 12 – Damaged Southwest Corner Wall

Picture 13 – Damage Exterior Wall Northwest Corner

Picture 14 – View of Interior Northwest Corner

2.2.1 Damaged Windows

Rot and decay were identified in the wood framed window sills and window casings throughout the building. The windows appear to be single pane non-impacted rated or covered by impact protection. The damaged windows sills and casing are recommended for removal and replacement. This will require that the entire existing window be removed and replaced. Replacement windows are required to be impact rated per the Florida Building Code because the site is located in a Ultimate Wind speed of 140 MPH.

Picture 15 – Damaged Window Sill

Picture 16 – Damaged Window Mullion

2.2.2 Water Intrusion

Evidence of ongoing water intrusion was found near the base of the interior wall throughout the building and at isolated locations at the ceiling. The water intrusion appears to have been caused by roof leaks and flashing issues around the chimneys. After the reroofing issues are addressed, it is recommended that the damaged interior drywall be remediated.

Picture 17 – Water Intrusion

Picture 18 – Water Intrusion at Ceiling

2.2.3 Unsecured Ramp Handrail

The handicap ramp along the north elevation of the building includes an aluminum handrail that was found to be deflecting beyond the minimum code allowances. The grouted pocket connections of the railing's vertical posts are connected into a concrete curb were found to be broken or improperly grouted. To address this issue, the railing removed, the damaged curb repaired, and then the railing reinstalled.

Picture 19 – Loose Railing

Picture 20 – Damaged Curb/Railing Post Connection

2.3 Roofing Material and Framing Members

A visual inspection of the roof surface was completed. The roof framing members could not be inspected due to lack of accessibility at most locations.

2.3.1 Water Intrusion and Damaged Joists

Evidence of previous water intrusion from the roof above the tea room and front storage area was identified. Although at the time of our inspection active water intrusion was not observed, based on the current level of damage to the roof framing and ceiling, this damage has been an ongoing issue. The water intrusion has contributed to deterioration of the roof framing supporting the high roof near the chimney, see Picture 23. The water intrusion appears to be due to the previous noted roof issues. Until the roof over this area of the building is replaced the water intrusion will be an ongoing issue and the deterioration of the framing will likely accelerate.

It appears that the roof members will require repair and the roof decking will need to be replaced. See the attached plan for approximate locations of damaged wood roof joists.

Picture 21 –Previous Repair at Chimney

Picture 22 – View of Damaged Framing Below Chimney

Picture 23 – Damaged Roof Framing Above Front Storage Room

2.3.2 Damaged Roofing

Both the building's main sloped shingle roof and flat asphalt rolled roof areas exhibit widespread damage and appear to be at the end of their useful life. The roof damage appears to have been caused by age related decay and a previous high wind event. It appears that a high wind event had caused shingle loss though out the roof corner areas where wind forces would have been at their highest. The following additional notable roof issues were observed.

- Exposed fasteners
- Gaps at overlapping roof joints
- Failed roofing sealants
- Roof ponding
- Unsecured roof drains
- Separation of ridge vent
- Previous roof repairs

To address the roof damage and leaks, it is recommended that the roof be removed and replaced. Additionally, inspection of the roof framing will need to be completed to determine the extent of the damaged roof joists and decking, which will require repair prior to, or concurrent with, the reroofing project.

Picture 24 – Detached Ridge Vent

Picture 25 – Evidence of Damaged Framing Below

Picture 26 – Roof Ponding

Picture 27 – Unsecured Roof Gutter

3 EXPLORATORY DEMOLITION/ ADDITIONAL INVESTIGATION

In preparation for the development of final repair recommendations, the following is recommended.

- Exploratory demolition including the removal of portions of exterior stucco and interior drywall to investigate the extent of damage to exterior wall framing.
- Investigation of the high roof framing above the auditorium. Access may be made via the access panels above the ceiling or by removal of drywall over the stage area.
- Geotechnical testing to determine the allowable bearing pressures of the soil for design of retrofit foundation piers.

It should be noted that due to the limited nature of our visual observations, additional hidden and unforeseen damage may be identified during the exploratory demolition. These additional findings may have an impact on the costs associated to repair the structure.

4 ROUGH COST ESTIMATE

A rough cost estimate of the structural repairs has been prepared to address structural issues/ damaged identified during our site visits. The cost estimate has been included as an attached **Exhibit C**. This should be considered a rough estimate based on a visual assessment of the readily accessible areas and issues noted in this report.

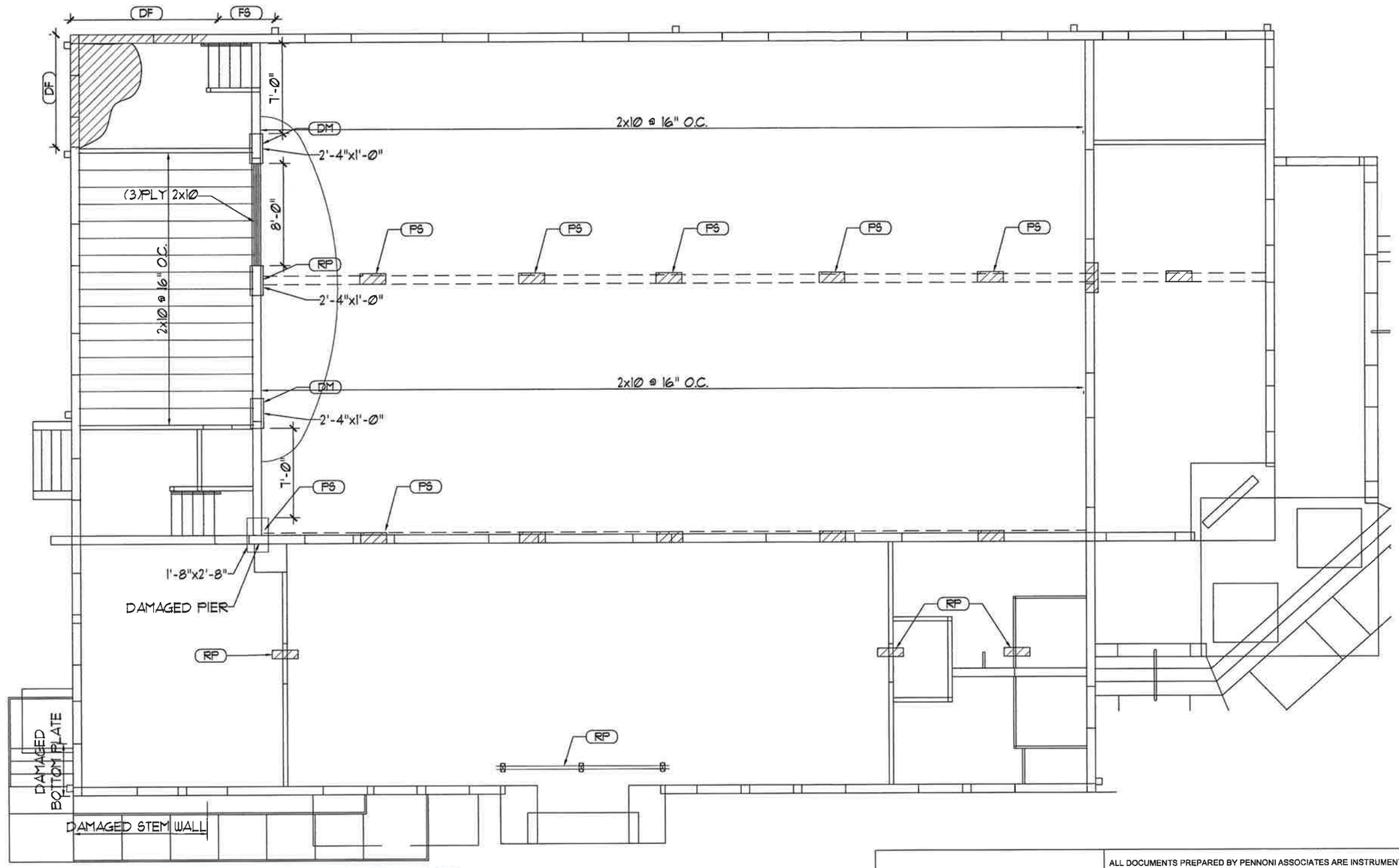
It should be noted that due to the limited nature of our visual observations, additional hidden and unforeseen damage may be identified during the exploratory demolition. These additional findings may have an impact on the costs associated to repair the structure.

5 LIMITATIONS

Information for this investigation and assessment was completed based on a review of the above documents and a visual non-intrusive site visit. Our review is not intended to be a comprehensive review of all building components. Furthermore, review of the provided construction plans was done to gain a general understanding of the building and were not reviewed for errors and omissions.

The signed and seal on this project indicates professional engineering responsibility for the structural portion only. General architecture, life safety, accessibility, electrical, mechanical, fire protection, etc. are the responsibility of others.

Exhibit A
Pennoni Preliminary Survey of Damage



FOUNDATION PLAN

NTS

WALL LEGEND

- DAMAGED WALL FRAMING
- WOOD STRINGS
- BRICK STEM WALL

LEGEND

- (DF) DAMAGED WALL FRAMING
- (PS) PIER SETTLEMENT/SEPARATION
- (RP) EXISTING RETROFIT PIER
- (DM) MORTAR DAMAGE
- (FS) FOUNDATION SEPARATION
- (WI) WATER INTRUSION
- (SD) STUCCO DAMAGE
- (SP) SEPARATION BETWEEN INTERIOR WALL AND FLOOR
- (DL) DAMAGED FLOORING
- (MS) MISSING SEALANT
- (DC) DRYWALL CRACKS
- (BD) BOWING DRYWALL
- (MSH) MISSING SHINGLES

NOTES:

1. SITE VISIT PERFORMED ON APRIL 19, 2018.
2. THIS PLAN SHALL NOT BE CONSTRUED AS A LIST OF ALL POSSIBLE DAMAGES OR DEFECTED AND HAS BEEN INCLUDED FOR REFERENCE ONLY.
3. SEE THE SITE VISIT REPORT FOR ADDITIONAL INFORMATION.

Pennoni

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NEW SMYRNA WOMAN'S CLUB
403 MAGNOLIA ST.
NEW SMYRNA BEACH, FL

PROJECT	GLEIC18002
DATE	05/14/2018
DRAWING SCALE	N.T.S.
DRAWN BY	
APPROVED BY	

FOUNDATION PLAN
S1.0
SHEET 1 OF 5

U:\ACCOUNTS\GLEIC\GLEIC18002 - NEW SMYRNA WOMEN S CLUB\DESIGN\SIS\S1.0.DWG
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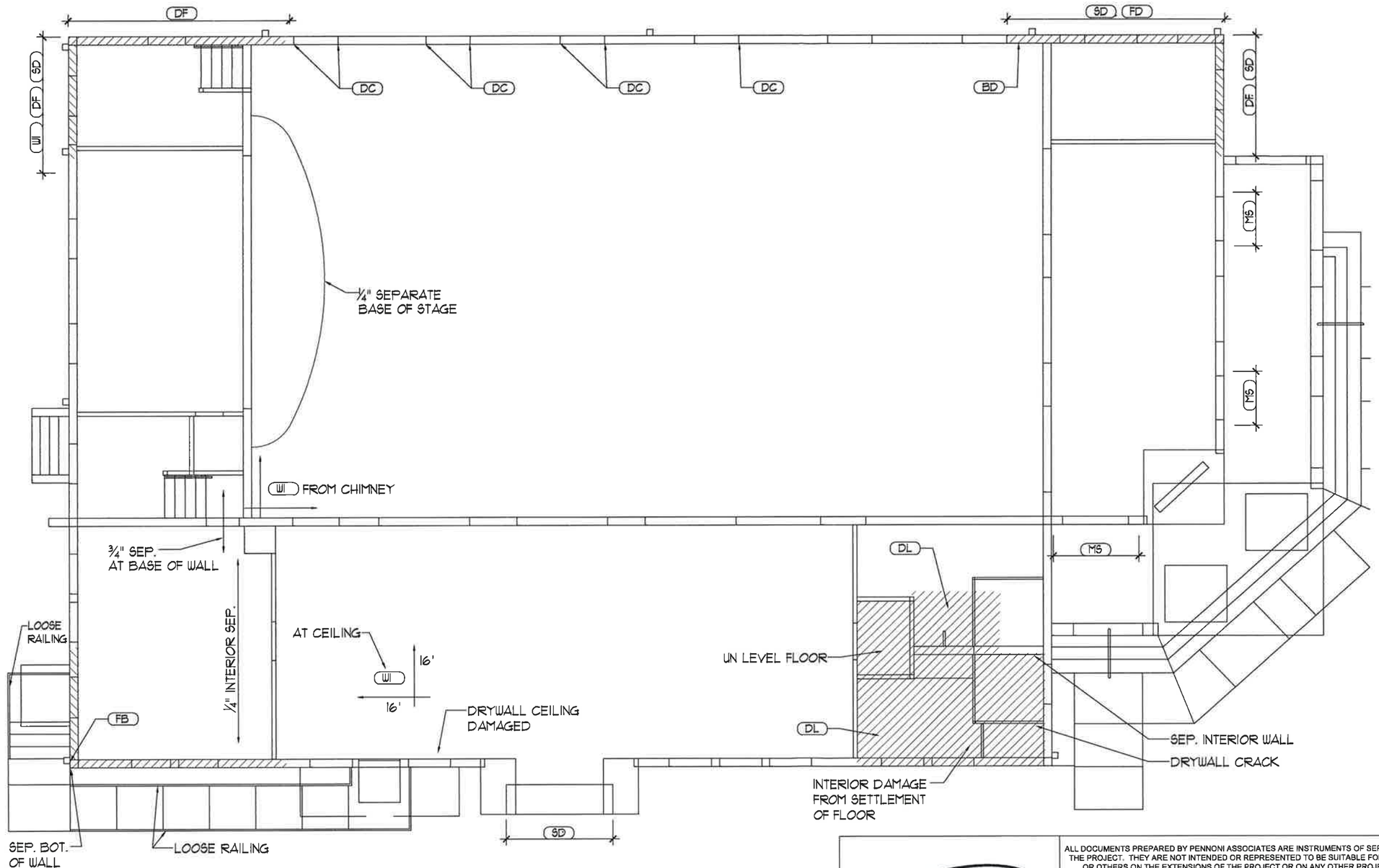

FIRST FLOOR PLAN

NTS

WALL LEGEND

- DAMAGED WALL FRAMING
- WOOD STRINGS
- BRICK STEM WALL

LEGEND

- (DF) DAMAGED WALL FRAMING
- (PS) PIER SETTLEMENT/SEPARATION
- (RP) EXISTING RETROFIT PIER
- (DM) MORTAR DAMAGE
- (FS) FOUNDATION SEPARATION
- (WI) WATER INTRUSION
- (SD) STUCCO DAMAGE
- (SP) SEPARATION BETWEEN INTERIOR WALL AND FLOOR
- (DL) DAMAGED FLOORING
- (MS) MISSING SEALANT
- (DC) DRYWALL CRACKS
- (BD) BOWING DRYWALL
- (MSH) MISSING SHINGLES

NOTES:

1. SITE VISIT PERFORMED ON APRIL 19, 2018.

2. THIS PLAN SHALL NOT BE CONSTRUED AS A LIST OF ALL POSSIBLE DAMAGES OR DEFECTED AND HAS BEEN INCLUDED FOR REFERENCE ONLY.

3. SEE THE SITE VISIT REPORT FOR ADDITIONAL INFORMATION.

Pennoni

PENNONI ASSOCIATES INC.
1900 Market Street, Suite 300
Philadelphia, PA 19103
T 215.222.3000 F 215.222.3588

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NEW SMYRNA WOMAN'S CLUB
403 MAGNOLIA ST.
NEW SMYRNA BEACH, FL

PROJECT	GLEIC18002
DATE	05/14/2018
DRAWING SCALE	N.T.S.
DRAWN BY	
APPROVED BY	
FIRST FLOOR PLAN	
S1.1	
SHEET 2 OF 5	

U:\ACCOUNTS\GLEIC\GLEIC18002 - NEW SMYRNA WOMEN S CLUB\DESIGN\SIS1.1.DWG
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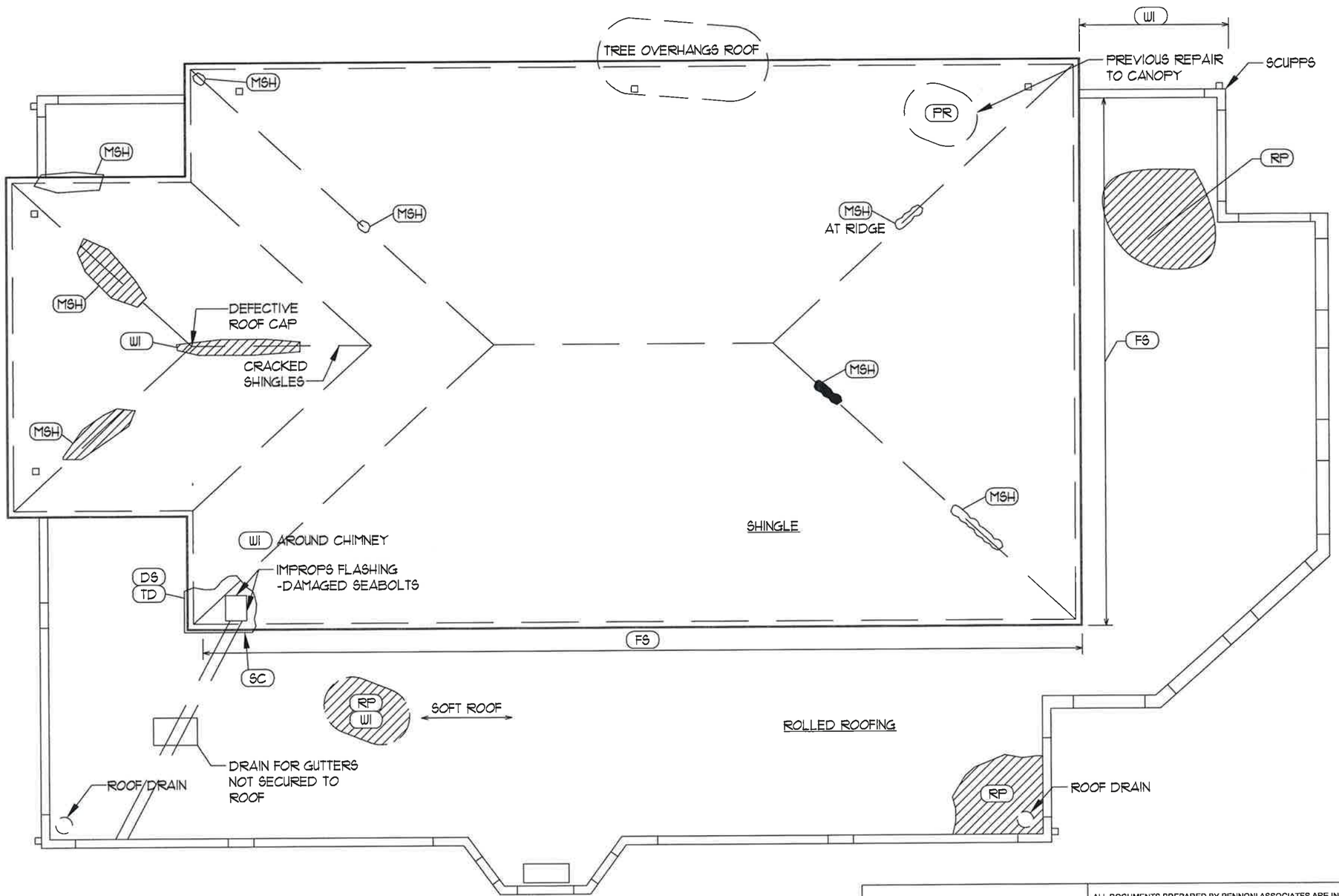

ROOF PLAN

NTS

LEGEND

- RP — ROOF PONDING
- WI — WALL INTRUSION
- FS — FAILED SEALANTS
- MSH — MISSING SHINGLES
- TD — TERMITE DAMAGE
- DS — DAMAGED ROOF SHINGLES
- SC — STUCCO CRACKING

NOTES:

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NEW SMYRNA WOMAN'S CLUB
403 MAGNOLIA ST.
NEW SMYRNA BEACH, FL

PROJECT	GLEIC18002
DATE	05/14/2018
DRAWING SCALE	N.T.S.
DRAWN BY	
APPROVED BY	
ROOF PLAN	
S1.2	
SHEET 3 OF 5	

U:\ACCOUNTS\GLEIC\GLEIC18002 - NEW SMYRNA WOMEN S CLUB\DESIGN\SS1.2.DWG
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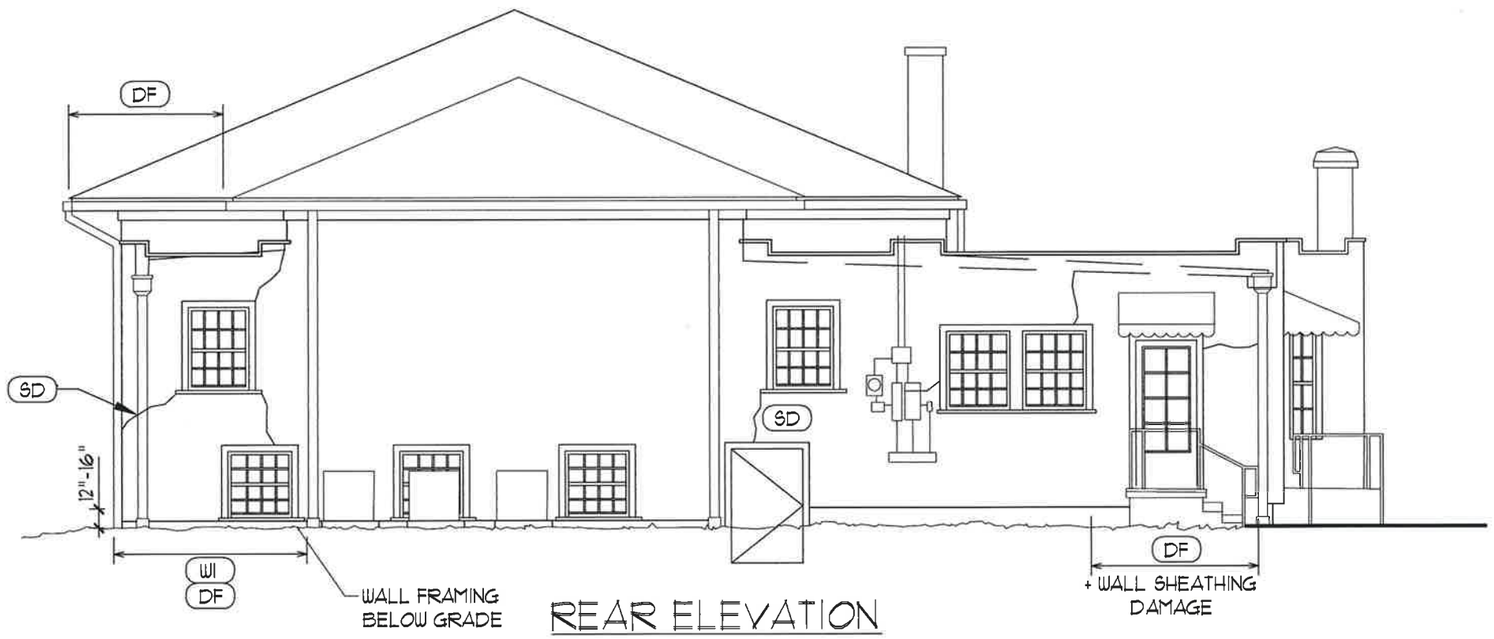

REAR ELEVATION

LEGEND

- DF — DAMAGED WALL FRAMING
- PS — PIER SETTLEMENT/SEPARATION
- RP — EXISTING RETROFIT PIER
- DM — MORTAR DAMAGE
- FS — FOUNDATION SEPARATION
- WI — WATER INTRUSION
- SD — STUCCO DAMAGE
- SP — SEPARATION BETWEEN INTERIOR WALL AND FLOOR
- DL — DAMAGED FLOORING
- MS — MISSING SEALANT
- DC — DRYWALL CRACKS
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NOTES:

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Pennoni

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NEW SMYRNA WOMAN'S CLUB
403 MAGNOLIA ST.
NEW SMYRNA BEACH, FL

PROJECT	GLEIC18002
DATE	05/14/2018
DRAWING SCALE	N.T.S.
DRAWN BY	
APPROVED BY	

ELEVATION
S2.0
SHEET 4 OF 5

U:\ACCOUNTS\GLEIC\GLEIC18002 - NEW SMYRNA WOMEN S CLUB\DESIGN\S\S2.0.DWG
PLOTTED: 5/22/2018 9:01:04 AM, BY: STANISLAVA VUKADIN PLOTSTYLE: MONOCHROME.CTB, PROJECT STATUS: ---

NOTES:

1. SITE VISIT PERFORMED ON APRIL 19, 2018.
2. THIS PLAN SHALL NOT BE CONSTRUED AS A LIST OF ALL POSSIBLE DAMAGES OR DEFECTED AND HAS BEEN INCLUDED FOR REFERENCE ONLY.
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LEGEND

- (DF) DAMAGED WALL FRAMING
- (PS) PIER SETTLEMENT/SEPARATION
- (RP) EXISTING RETROFIT PIER
- (DM) MORTAR DAMAGE
- (FS) FOUNDATION SEPARATION
- (WI) WATER INTRUSION
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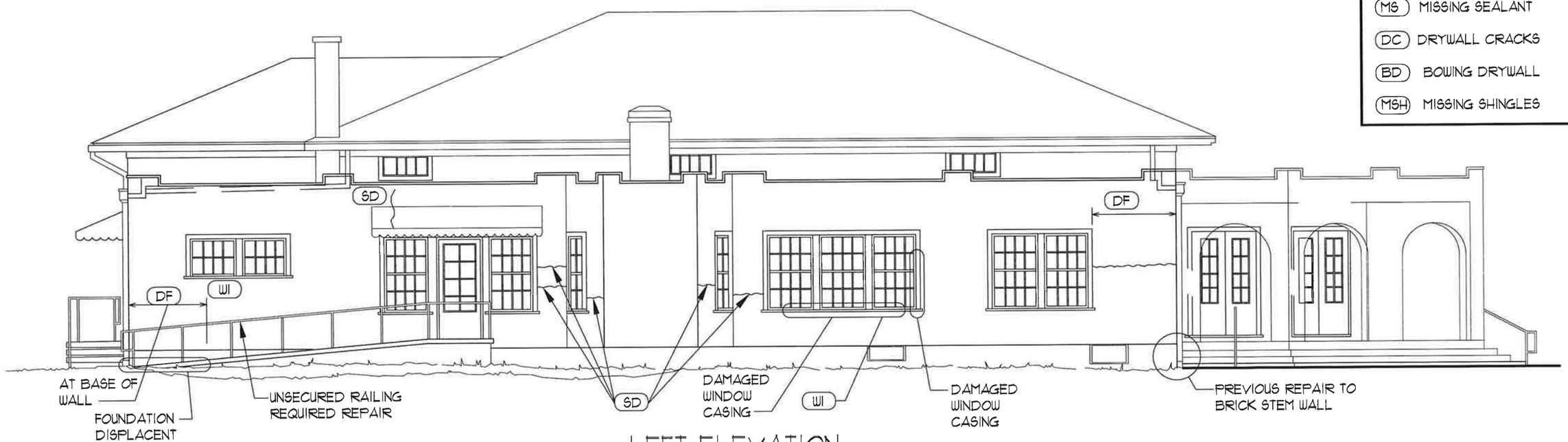

LEFT ELEVATION

PENNONI ASSOCIATES INC.
1900 Market Street, Suite 300
Philadelphia, PA 19103
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NEW SMYRNA WOMAN'S CLUB
403 MAGNOLIA ST.
NEW SMYRNA BEACH, FL

PROJECT	GLEIC18002
DATE	05/14/2018
DRAWING SCALE	N.T.S.
DRAWN BY	
APPROVED BY	
ELEVATION	S2.1
SHEET 5 OF 5	

U:\ACCOUNTS\GLEIC\GLEIC18002 - NEW SMYRNA WOMEN S CLUB\DESIGN\S\S2.1.DWG
PLOTTED: 5/22/2018 9:02:29 AM, BY: STANISLAVA VUKADIN PLOTSTYLE: MONOCHROME.CTB, PROJECT STATUS: —

Exhibit B
Dangerous Condition Report, Dated May 3, 2018

McCarthy and Associates
A Division of Pennoni

2555 Nursery Road
Suite 101
Clearwater, FL 33764
T: 727-536-8772
F: 727-538-9125

www.pennoni.com

May 3, 2018

PROJECT: GLEIC18002

Mr. Alberto Portela, Jr., AIA, ACLS, NCARB, LEED AP
Director of Architectural Services
GLE Associates, Inc.
5405 Cypress Center Drive, Suite 101
Tampa FL 33609

RE: NEW SMYRNA WOMEN'S CLUB INTERIM REPORT OF A DANGEROUS CONDITION
403 LYTLE AVE
NEW SMYRNA BEACH, FL 32168

Dear Mr. Portela:

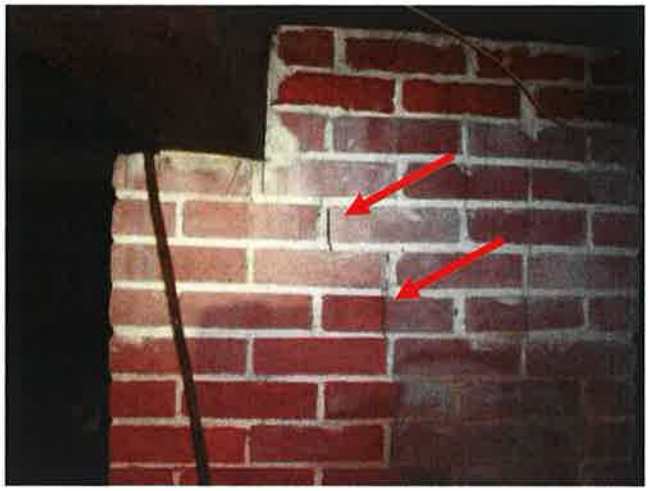
At your request, McCarthy and Associates, a Division of PENNONI, performed a limited visual, non-intrusive structural inspection of the above referenced project to document the structural condition of the existing building on April 27, 2018. A comprehensive report will be submitted upon completion of our evaluation, but in the meantime, the conditions noted below present a safety concern and require immediate attention. A brief discussion of each item has been included along with temporary recommendations to address the issues until permanent repairs can be made.

I. Damaged and Displaced Foundation Piers

An approximate ¼" gap was identified between the interior raised stage and the Auditorium wood floor. Upon inspection of the underlying foundation piers and wood beams supporting the main auditorium floor, we identified several brick pilasters that were damaged, displaced or had settled. The damaged and displaced piers may have been caused by excessive live loading during high occupancy events in the building and loose near surface soils. The existing floor system does not appear to be able to support the service loads due to the lack of foundation support. Therefore, this portion of the building should be considered a **Dangerous Condition** as defined by the 2017 Florida Existing Building Code. See the below Figure 1 for the relative location of the damaged piers.

Photograph 1 – Differential Movement of Stage

Photograph 2 – Settlement of Pier



Photograph 3 – Damaged Foundation Pier

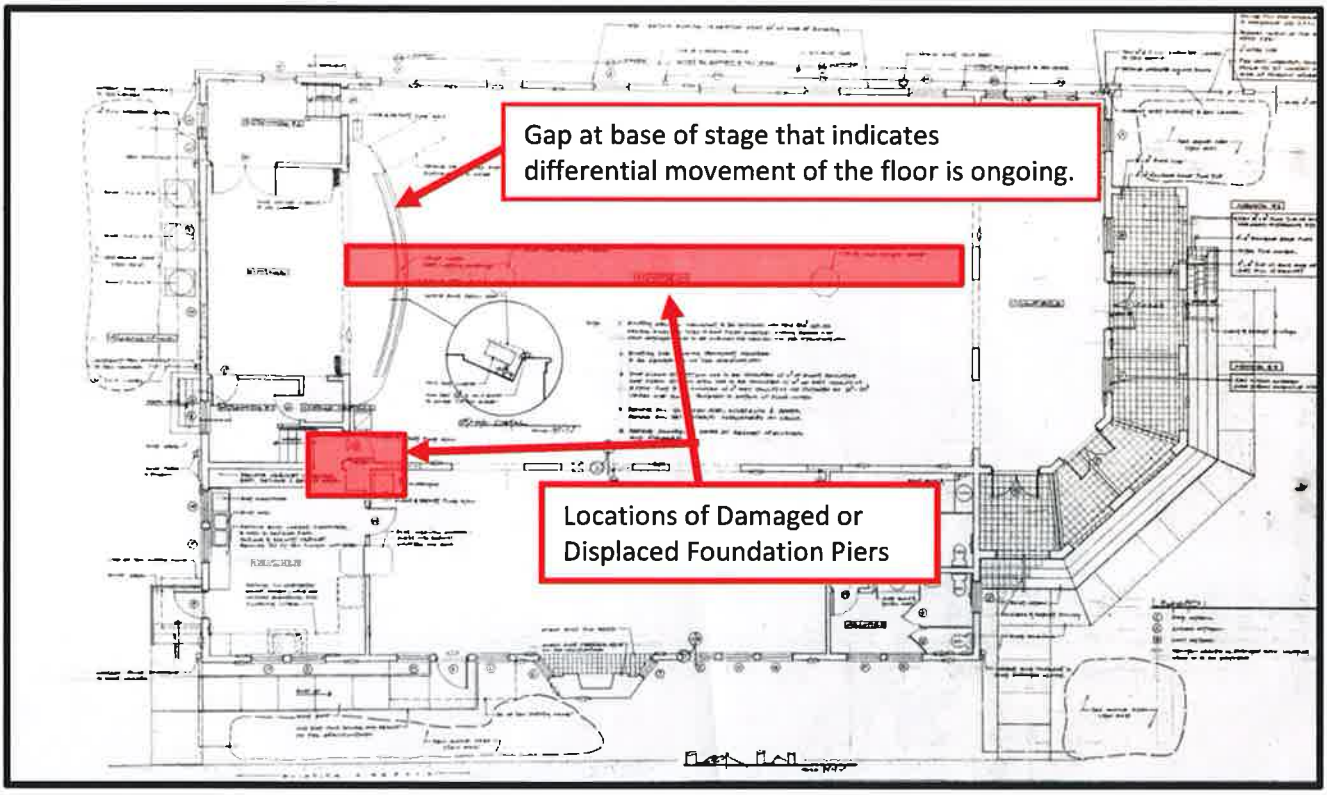


Figure 1 –Floor Plan Locations Requiring Temporary Shoring

This space should not be used for assembly type events until additional temporary supports are installed on either side of the damaged brick piers.

McCarthy is available to assist in any way with to design the temporary piers or the design of new foundation support.

It shall be noted that the above listed issues do not include completed list of all identified items found during our visual inspection or unknown hidden damage. A final report will be issued upon completion of our on-going assessment of the building. The sign and seal on this project indicates professional engineering responsibility for the structural portion only. General architecture, life safety, accessibility, electrical, mechanical, etc. are the responsibility of others.

If you have any questions or need additional information, please feel free to contact us.

Sincerely,
McCarthy and Associates
A Division of PENNONI

J. Vincent Barnes III, P.E. #77754
Project Engineer

JAMES VINCENT BARNES III
LICENSE
No. 77754
5/3/18
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Exhibit C
Preliminary Structural Cost Estimate

Table 1 - Preliminary Structural Cost Estimate					
Description	**Quantity**	**Units**	**Unit Cost**	**Total Cost**	**Comments**
Foundations-Concrete-Shallow Spread	300	SF	24.00	$ 7,200	Repair foundation due to tree heave
Foundations-Crawl Space-Pylons	570	SF	19.00	$ 10,830	Repair crawl space pylons
Foundations-Crawl Space-Pylons	240	SF	26.00	$ 6,240	Install additional crawl space pylons
Wall-Wall-Wood Frame	1,500	SF	11.50	$ 17,250	Replace deteriorated wall framing
Wall-Wall-Multi-Wythe Brick	800	SF	15.25	$ 12,200	Repair damaged brick stem wall
Roof-Roof-Wood Framing/Wood Deck	500	SF	12.50	$ 6,250	Replace deteriorated roof deck
Total Estimated Repair Cost				**$ 59,970.00**	

Cost Estimate Notes:

- If hidden conditions are identified during the construction/ repair efforts McCarthy shall be notified via a written RFI.
- **All above estimated quantities listed in the Schedule of Values (SOV) were based on visual limited-intrusive inspections completed by McCarthy and Associates April 27, 2018. The inspections/survey were conducted through site access from only readily accessible areas. The listed quantities shall not be considered an ultimate guarantee of all required repair work. The quantities required to repair actual damaged conditions will be determined after the completion of demolition by the contractor.**

TAB 3
DRAWINGS

CITY OF NEW SMYRNA BEACH

WOMAN'S CLUB RESTORATION
PHASE 1

GLE PROJECT NO. 18000-19247

SCHEMATIC DESIGN

APRIL 20, 2018

CLIENT

CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE
NEW SMYRNA BVEACH, FL 32168
PH: (813) 307-1032
KHALID RESHEIDAT - ASSISTANT CITY MANAGER

ARCHITECT

GLE ASSOCIATES, INC.
5405 CYPRESS CENTER DRIVE, SUITE 101
TAMPA, FL 33609
PH: (813) 241-8350
ALBERTO PORTELA, JR., AIA AR# 007729

STRUCTURAL ENGINEER

MCCARTHY AND ASSOCIATES, A DIVISION OF PENNONI
2555 NURSERY ROAD SUITE 101
CLEARWATER, FL 33764
PH: (813) 241-8350
E. MICHAEL MCCARTHY PE# 71685

GLE
ARCHITECTS CONSULTANTS ENGINEERS ENVIRONMENTAL

TAMPA, FL
5405 Cypress Center Drive
Suite 110
Tampa, Florida 33609
813.241.8350

ORLANDO, FL
GAINESVILLE, FL
FT. LAUDERDALE, FL
JACKSONVILLE, FL
ATLANTA, GA
NASHVILLE, TN

GLE ASSOCIATES
AA 0002369 - CA 5483

Drawing Not Valid Unless Signed, Sealed & Dated By Registered Professional

CITY OF NEW SMYRNA BEACH
WOMAN'S CLUB
RESTORATION PHASE 1
403 MAGNOLIA STREET
NEW SMYRNA BEACH, FL 32168

NO.	REVISIONS	DATE

JOB NUMBER:
18000-19247

ISSUE DATE:	04-20-18
DRAWN BY:	JG
CHECKED BY:	HW
ISSUE:	

COVER SHEET

G0.01

SHEET NUMBER

GENERAL NOTES

CONSTRUCT ALL WORK IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES, CURRENT ASTM STANDARDS, NRCA ROOFING AND WATERPROOFING MANUAL, LATEST EDITION AND THE LATEST EDITION OF SMACNA ARCHITECTURAL SHEET METAL MANUAL.

CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY OBSERVED DISCREPANCIES PRIOR TO SUBMISSION OF BID.

CONTRACTOR SHALL REVIEW CONSTRUCTION DOCUMENTS FOR THE PROJECT AND NOTIFY THE ARCHITECT OF ANY OBSERVED DISCREPANCIES PRIOR TO THE START OF CONSTRUCTION.

WHERE TWO OR MORE DETAILS, MATERIALS, OR CONDITIONS OCCUR IN APPARENT CONFLICT, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT FOR CLARIFICATION PRIOR TO SUBMISSION OF THEIR BID. NOTIFY THE ARCHITECT OF ANY APPARENT DISCREPANCIES PRIOR TO COMMENCING WITH THE WORK AND PRIOR TO INCURRING ANY ADDITIONAL COST.

THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL NECESSARY PERMITS, LICENSES, INSPECTIONS AND OTHER FEES, BOTH PERMANENT AND TEMPORARY, NECESSARY TO EXECUTE THE WORK.

THE CONTRACTOR IS TO VERIFY EXISTING FIELD CONDITIONS PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR IS TO NOTIFY ARCHITECT OF CONFLICTS BETWEEN THE DESIGN AS OUTLINED IN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS. NO CHANGE SHALL BE MADE TO THE DESIGN UNLESS IT HAS BEEN COORDINATED, DRAWN, AND SUBMITTED TO THE ARCHITECT FOR APPROVAL.

THE CONTRACTOR SHALL MAINTAIN AT THE PROJECT SITE ONE (1) SET OF PRINTS TO RECORD AND INDICATE: ALL LOCATIONS OF UTILITIES, SYSTEMS, PIPES, CONDUITS, DUCT WORK, CABLING, ETC.; CHANGES WITHIN THE CONSTRUCTION DOCUMENTS; AND ANY OTHER ITEMS WHICH MAY AFFECT FUTURE CONSTRUCTION, RENOVATIONS OR REPAIRS. THIS INFORMATION SHALL BE SUBMITTED TO THE OWNER ON A SET OF MARKED-UP CONSTRUCTION DOCUMENTS UPON COMPLETION OF THE PROJECT.

ALL PLAN DIMENSIONS ARE GIVEN AS DESCRIBED IN THE "ARCHITECTURAL SYMBOLS" UNLESS NOTED OTHERWISE. DO NOT SCALE THE DRAWINGS. ANY DIMENSIONAL DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS.

THE CONTRACTOR SHALL OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE LOCAL BUILDING DEPARTMENT HAVING JURISDICTION.

CONTRACTOR TO INSTALL ALL REQUIRED SIGNAGE FOR SAFETY, HAZARDS, AND TRAFFIC FOR THE DURATION OF THE PROJECT WHERE REQUIRED. CONTRACTOR TO PROVIDE PEDESTRIAN PROTECTION FOR THE DURATION OF THE PROJECT.

ALL WORK ALONG WITH STORAGE AND PLACEMENT OF MATERIALS SHALL NOT ENDANGER THE PUBLIC, THE WORKERS, OR PROPERTY FOR THE DURATION OF THE PROJECT.

THESE DRAWINGS ARE DIAGRAMMATIC AND ARE NOT INTENDED TO SHOW EVERY COMPONENT OR DETAIL. THEY DO NOT SHOW EVERY MINOR DETAIL OF CONSTRUCTION. ALL TRADES ARE RESPONSIBLE FOR FURNISHING COMPLETE BUILDING SYSTEMS AND ALL ITEMS THAT WOULD BE CONSIDERED INCIDENTAL TO THEIR INSTALLATION.

ALL PRODUCTS ARE TO BE INSTALLED PER MANUFACTURES WRITTEN INSTRUCTIONS, LATEST EDITION.

PROTECT DISSIMILAR METALS WITH BARRIER MATERIAL TO DISCOURAGE GALVANIC CORROSION.

COORDINATE W/ OWNER FOR MATERIAL STAGING LOCATION.

N

SITE MAP

ARCHITECTURAL ABBREVIATIONS

ADJ.	ADJACENT	' OR FT	FEET (FOOT)		
ADMIN.	ADMINISTRATION	FIG.	FIGURE		
A.F.F.	ABOVE FINISH FLOOR	FIN.	FINISHED	(P)	PROPOSED
A.F.S.	ABOVE FINISHED SLAB	FIN. FL	FINISHED FLOOR	PTD	PAINTED
ALT.	ALTERNATE	FS	FINISHED SLAB	PR	PAIR
ALUM.	ALUMINUM	FEC	FIRE EXTINGUISHER CABINET	PKG	PARKING
ANOD.	ANODIZED	F.R.T.	FIRE RETARDANT	PED	PEDESTAL
APT.	APPARTMENT	FL.	FLOOR	PERIM	PERIMETER
APPD.	APPROVED	FD.	FLOOR DRAIN	PLYWD	PLYWOOD
APPROX.	APPROXIMATE (LY)	FBC	FLORIDA BUILDING CODE (LATEST EDITION)	PSF	POUNDS PER SQUARE FOOT
ARCH.	ARCHITECT	FLOU.	FLUORESCENT	PSI	POUNDS PER SQUARE INCH
ASAP	AS SOON AS POSSIBLE			PREFAB	PREFABRICATED
ASPH	ASPHALT	GA.	GAUGE	PT	PRESSURE TREATED
ASSOC.	ASSOCATION	GALV	GALVANIZED	PROP	PROPERTY
@	AT	GC	GENERAL CONTRACTOR	PROV	PROVIDED
ATT.	ATTENTION	GL	GLASS	PR	PAIR
AUX.	AUXILIARY	GOVT	GOVERNMENT	P-I-P	POURED IN PLACE
AVG.	AVERAGE	GR	GRADE		
		GYP. BD.	GYPSUM WALL BOARD	R	RADIUS
BAL	BALANCE	GWB	GYPSUM WALL BOARD	RECD	RECEIVED
BFC	BROOM FINISHED CONCRETE			REF	REFERENCE
BR	BEDROOM	HDW	HARDWARE	REF OR REFRIG	REFRIGERATOR
BRG	BEARING	HDWD	HARDWOOD		
BTW	BETWEEN	HD	HEAD	REINF	REINFORCING
BLK	BLOCK	HDR	HEADER	REQ'D	REQUIRED
BLK'G	BLOCKING	HVAC	HEATING, VENTILATING, & A/C	REV	REVERSE
BD	BOARD	HT OR HGT	HEIGHT	RH	RIGHT HAND
B.O.	BOTTOM OF	HP	HIGH POINT	RHR	RIGHT HAND REVERSE
BOTT.	BOTTOM	HC	HOLLOW CORE	RD	ROOF DRAIN
BLDG.	BUILDING	HM	HOLLOW METAL	RM	ROOM
X	BY	HORIZ	HORIZONTAL	RO	ROUGH OPENING
		HB	HOSE BIBB		
C	CARPET	HW	HOT WATER	SCHED	SCHEDULE
CAB.	CABINET			SECT	SECTION
CAP.	CAPACITY	" OR IN	INCH	SEP	SEPARATE
CLG.	CEILING	INCL	INCLUDED, INCLUDING,	SVR	SERVER
CTR.	CENTER	INC	INCORPORATED	SMACNA	SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION, INC.
CL	CENTER LINE	INFO	INFORMATION		
CT	CERAMIC TILE	ID	INSIDE DIAMETER	SIM	SIMILAR
CM	CENTER MARK	INSUL.	INSULATION	SH	SINGLE HUNG
CLR	CLEAR	INT	INTERIOR	SC	SOLID CORE
CL	CLOSET			SPEC	SPECIFICATIONS
COL	COLUMN	JAN	JANITOR	SQ	SQUARE
CONC.	CONCRETE	JT	JOINT	SF	SQUARE FOOT
CMU	CONCRETE MASONRY UNIT			SQ IN	SQUARE INCH
CONT.	CONTINUOUS	LAM	LAMINATED, LAMINATE	SS	STAINLESS STEEL
COMM	COMMUNICATION	LAV	LAVATORY	STD	STANDARD
CONT	CONTINUOUS	LH	LEFT HAND	STL	STEEL
CJ	CONTROL JOINT	LHR	LEFT HAND REVERSE	STG	STORAGE
CTR FL	COUNTER FLASHING	LG	LENGTH, LONG	STRUCT	STRUCTURAL
		LT	LIGHT	SUB	SUBCONTRACTOR
DBL.	DOUBLE	LT.WT CONC	LIGHT WEIGHT CONCRETE	SUPP	SUPPLEMENTARY
DEG	DEGREE(S)	LIN FT OR LF	LINEAR FEET	SUSP	SUSPENDED
DEPT	DEPARTMENT			SYM	SYMMETRICAL
DTL	DETAIL	LR	LIVING ROOM	SYN	SYNTHETIC
DIA.	DIAMETER	LVR	LOUVER		
DIFF	DIFFERENT	LP	LOW POINT	THRESH	THRESHOLD
DIM.	DIMENSION			THRU	THROUGH
DR	DINING ROOM	MAINT	MAINTENANCE	TB	TIE BEAM
DIR.	DIRECTOR	MFG.	MANUFACTURER	TBD	TO BE DETERMINED
D.S.	DOWNSPOUT	MO	MASONRY OPENING	T&G	TONGUE AND GROOVE
		MATL	MATERIAL	T&B	TOP AND BOTTOM
(E)	EXISTING	MAX.	MAXIMUM	TO	TOP OF
EA.	EACH	MECH	MECHANICAL	TYP	TYPICAL
ED.	EDITION	MED	MEDIUM		
EQ.	EQUAL	MDF	MEDIUM DENSITY FIBER BOARD	UC	UNDERCUT
ELEC.	ELECTRICAL	MTG	MEETING	UL	UNDERWRITERS LABORATORY *
EWC	ELECTRIC WATER COOLER	MEMB	MEMBRANE	UNFIN	UNFINISHED
ELEV	ELEVATOR	MTL	METAL	UNO	UNLESS NOTED OTHERWISE
EQ	EQUAL	MEZZ	MEZZANINE		
EQUIP	EQUIPMENT	MID	MIDDLE	VAR	VARIABLE
EXIST.	EXISTING	MIN.	MINIMUM	VTR	VENT THROUGH ROOF
ETR	EXISTING TO REMAIN	MIR.	MIRRORED	VENT	VENTILATE (TION)
EXP	EXPANSION	MR	MOISTURE RESISTANT	V.I.F.	VERIFY IN FIELD
EJ	EXPANSION JOINT			VERT	VERTICAL
EXT	EXTERIOR	N.I.C.	NOT IN CONTRACT	VCT	VINYL COMPOSITION TILE
		NO.	NUMBER		
		NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION	WC	WATER COOLER
		N.T.S	NOT TO SCALE	WH	WATER HEATER
				WP	WATERPROOF
		O.C.	ON CENTER	WWF	WELDED WIRE FABRIC
		OCC.	OCCUPANTS	WWM	WELDED WIRE MESH
		O.D.	OUTSIDE DIMENSION	WD	WOOD

* "UL" IS A REGISTERED TRADEMARK OF UNDERWRITERS LABORATORIES INC.

ARCHITECTURAL SYMBOLS

N — PLAN NORTH

0'-0" A.F.F. — ELEVATION TAG

3 A-201 — ELEVATION TAG OR DETAIL NUMBER; SHEET NUMBER

0 A000 — DETAIL NUMBER; SHEET NUMBER

XX XXX — SECTION NUMBER; SHEET NUMBER

P1 — PARTITION TYPE

A — WINDOW SYMBOL

101 — DOOR MARK

1 — REVISION TAG

BREAK LINE

A1 — KEYED NOTE

FLOOR FINISH TRANSITIONS

BATT INSULATION

RIGID BOARD INSULATION

DIMENSION LUMBER

WOOD BLOCKING

CODE COMPLIANCE

FLORIDA BUILDING CODE 2017, 6TH EDITION - EXISTING BUILDING
NFPA 101 LIFE SAFETY CODE 2018 EDITION

BUILDING USE AND OCCUPANCY CLASSIFICATION: ASSEMBLY

DRAWING LIST

GENERAL

G0.01 COVER SHEET
G0.02 GENERAL INFO AND SHEET INDEX

ARCHITECTURAL

A1.01 FLOOR PLAN
A1.02 ROOF PLAN
A2.01 ELEVATIONS
A2.02 ELEVATIONS

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FT. LAUDERDALE, FL
JACKSONVILLE, FL
ATLANTA, GA
NASHVILLE, TN

GLE ASSOCIATES
AA 0002369 - CA 5483

Drawing Not Valid Unless Signed, Sealed & Dated By Registered Professional

CITY OF NEW SMYRNA BEACH
WOMAN'S CLUB
RESTORATION PHASE 1
403 MAGNOLIA STREET
NEW SMYRNA BEACH, FL 32168

NO.	REVISIONS	DATE

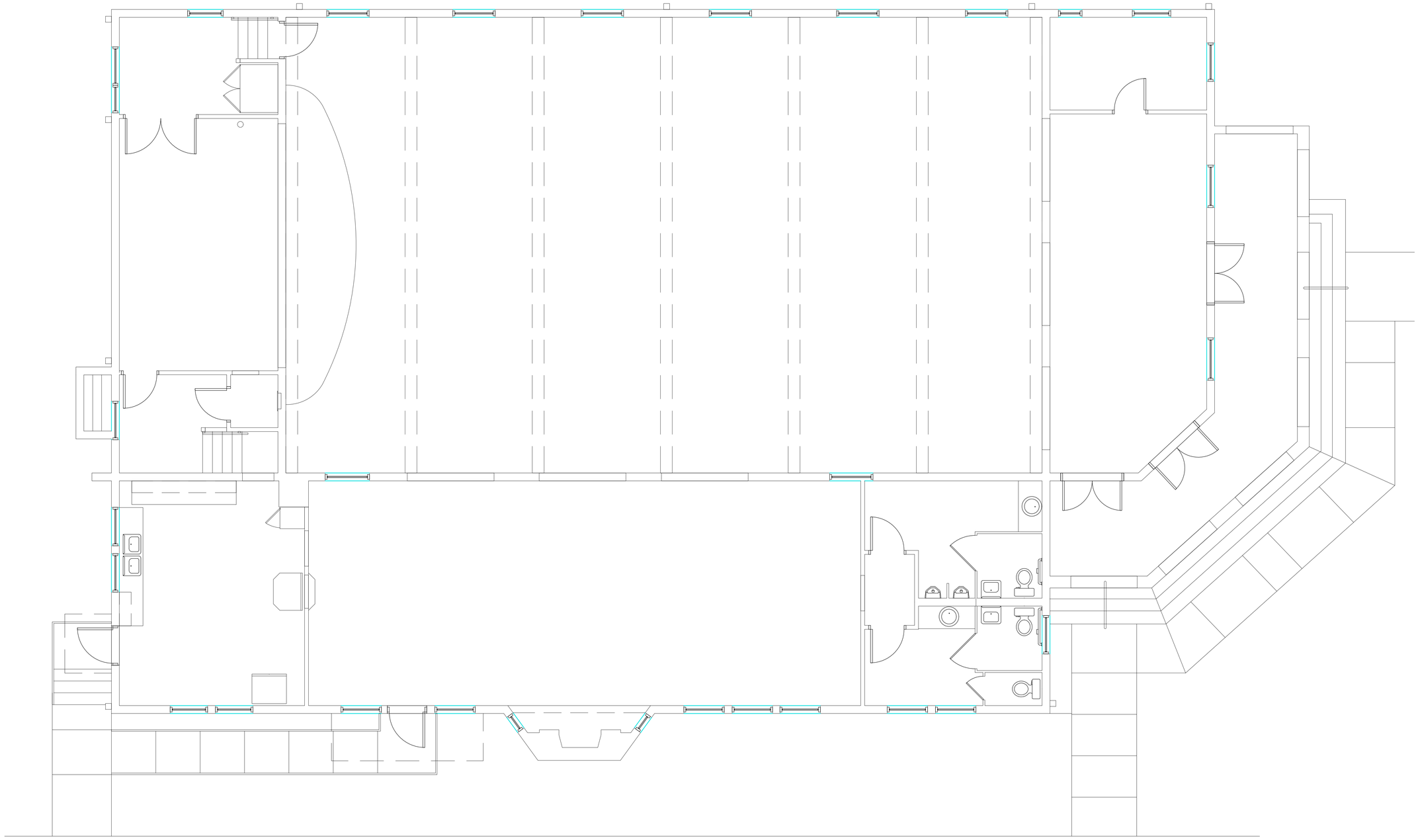
JOB NUMBER:
18000-19247

ISSUE DATE:	04-20-18
DRAWN BY:	JG
CHECKED BY:	HW
ISSUE:	

GENERAL INFO AND SHEET INDEX

G0.02

SHEET NUMBER



1 FLOOR PLAN
SCALE : 1/4" = 1'-0"

N

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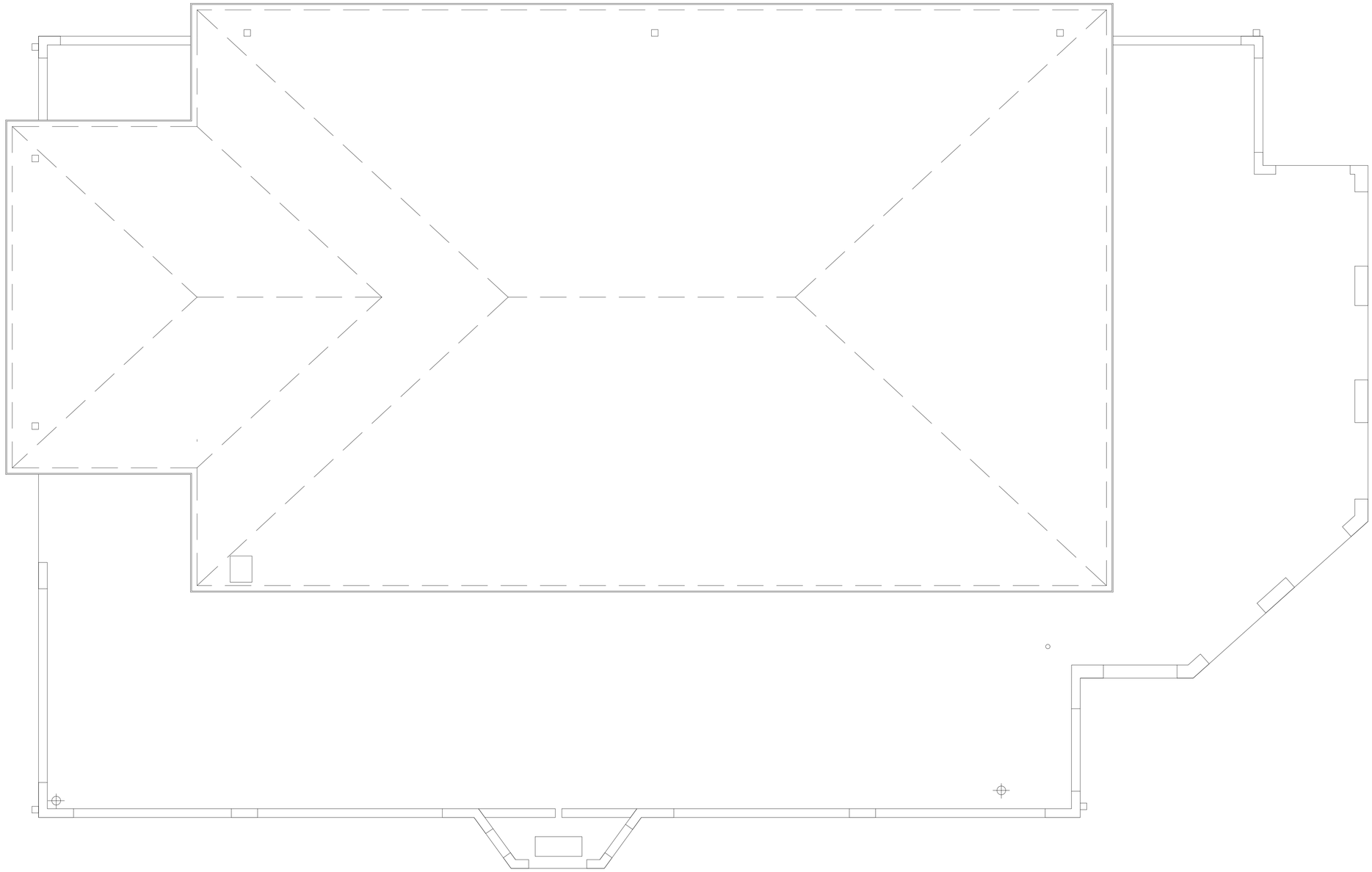
JOB NUMBER:
18000-19247

ISSUE DATE:	04-20-18
DRAWN BY:	JG
CHECKED BY:	HW
ISSUE:	

FLOOR PLAN

A1.01

SHEET NUMBER



1 ROOF PLAN
SCALE : 1/4" = 1'-0"

N

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NO.	REVISIONS	DATE

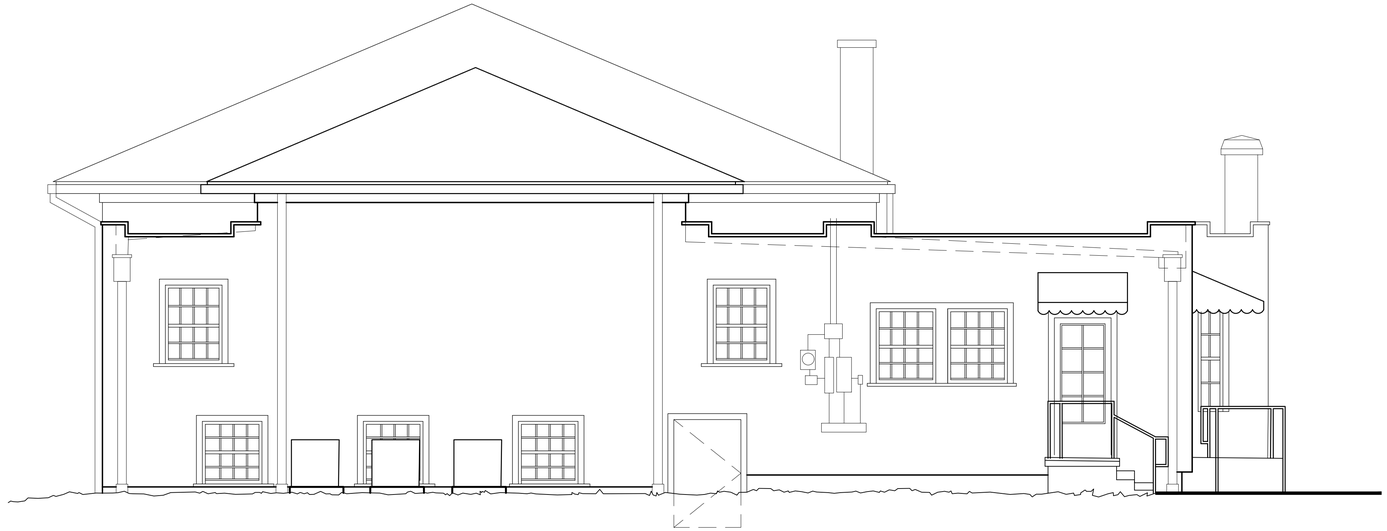
JOB NUMBER:
18000-19247

ISSUE DATE:	04-20-18
DRAWN BY:	JG
CHECKED BY:	HW
ISSUE:	

ROOF PLAN

A1.02

SHEET NUMBER



1 EAST ELEVATION
SCALE : 1/4" = 1'-0"

2 SOUTH ELEVATION
SCALE : 1/4" = 1'-0"

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NO.	REVISIONS	DATE

JOB NUMBER:
18000-19247

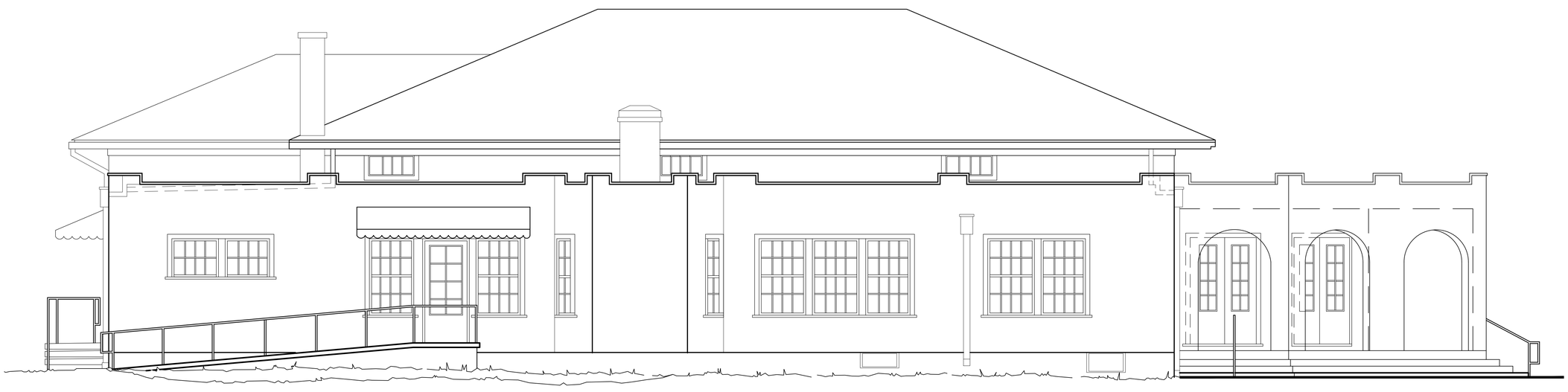
ISSUE DATE:	04-20-18
DRAWN BY:	JG
CHECKED BY:	HW
ISSUE:	

ELEVATIONS

A2.01

SHEET NUMBER

1 WEST ELEVATION
SCALE : 1/4" = 1'-0"



2 NORTH ELEVATION
SCALE : 1/4" = 1'-0"

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WOMAN'S CLUB
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NO.	REVISIONS	DATE

JOB NUMBER:
18000-19247

ISSUE DATE:	04-20-18
DRAWN BY:	JG
CHECKED BY:	HW
ISSUE:	

ELEVATIONS

A2.02

SHEET NUMBER

APPENDIX D
Photographic Documentation

Upper Photo: Front view of bldg. looking west

Lower Photo: Rear view of bldg.

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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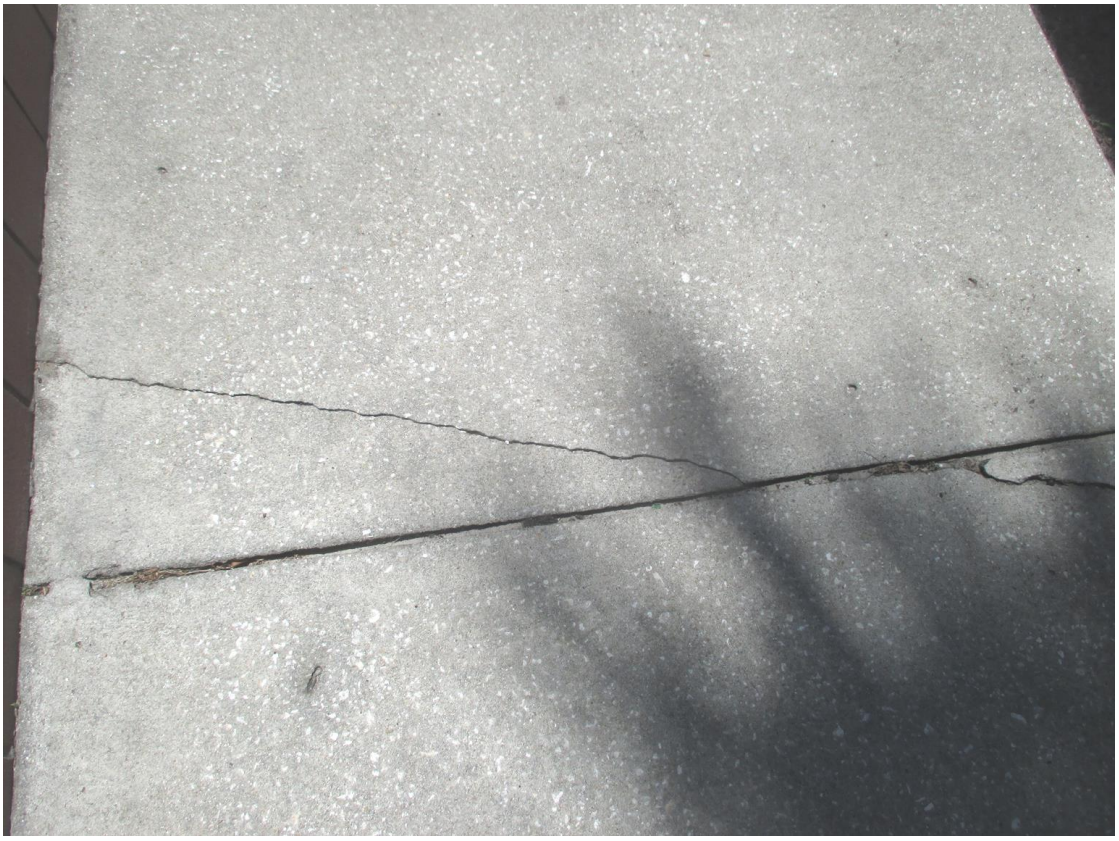
New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-1
Date 05/16/2018	



Upper Photo: Side view of bldg. looking south

Lower Photo: Cracked sidewalk

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-2
Date 05/16/2018	

Upper Photo: View of ramp

Lower Photo: Poorly secured handrail and cracked concrete

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-3
Date 05/16/2018	

Upper Photo: Overgrown vegetation

Lower Photo: Overgrown tree

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-4
Date 05/16/2018	

Upper Photo: Cracked quarry tile front porch

Lower Photo: Eroded landscaping

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-5
Date 05/16/2018	

Upper Photo: Brick stem wall mortar joints in poor condition

Lower Photo: Defecting floor

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-6
Date 05/16/2018	

Upper Photo: Cracked stucco and cracked sealants

Lower Photo: Cracked stucco

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-7
Date 05/16/2018	

Upper Photo: Missing sealants

Lower Photo: View of remedial repaired built-up roof

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-8
Date 05/16/2018	

Upper Photo: Missing cap shingles

Lower Photo: Missing weather stripping at the front exterior door

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-9
Date 05/16/2018	

Upper Photo: Deteriorated wood window

Lower Photo: Deteriorated exterior wood sill

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-10
Date 05/16/2018	

Upper Photo: Corroded electrical panel

Lower Photo: Corroded electrical panel

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-11
Date 05/16/2018	

Upper Photo: Distribution panel NW portion of the bldg.

Lower Photo: Distribution panel crawl space

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-12
Date 05/16/2018	

Upper Photo: Damaged interior wall mounted light fixture

Lower Photo: Typical ceiling mounted light fixture

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-13
Date 05/16/2018	

Upper Photo: Corroded exterior wall mounted light fixture

Lower Photo: Corroded Exterior ceiling mounted light fixture

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-14
Date 05/16/2018	

Upper Photo: Fire riser with expired inspection tag

Lower Photo: View of air handling unit and ductwork

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-15
Date 05/16/2018	

Upper Photo: View of ductwork

Lower Photo: Water heater in poor condition

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-16
Date 05/16/2018	

Upper Photo: Stained restroom countertop

Lower Photo: Kitchen sink in poor condition

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-17
Date 05/16/2018	

Upper Photo: Water damaged interior wall

Lower Photo: Water damaged interior wall

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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Phone: (813) 241-8350 fax: (813) 241-8737

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-18
Date 05/16/2018	

Upper Photo: Missing drywall at ceiling

Lower Photo: Water damaged ceiling

Photograph Date:
May 2, 2018

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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-19
Date 05/16/2018	

Upper Photo: Damaged interior wall

Lower Photo: Cracked interior plaster wall

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-20
Date 05/16/2018	

Upper Photo: View of stage

Lower Photo: View of fire place

Photograph Date:
May 2, 2018

Prepared By: GLE Associates, Inc.
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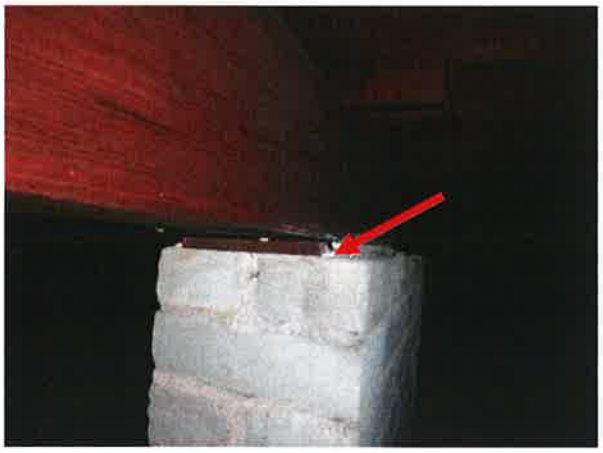
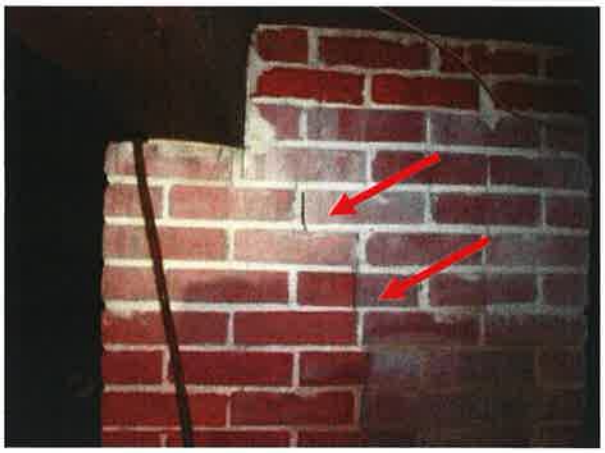
New Smyrna Beach Woman's Club	
Drawn VR	Job No. 18000-19247
Checked CJG	Figure A-21
Date 05/16/2018	

Picture 1 – View of Auditorium Stage

Picture 2 – Separation at Base of Stage



Picture 3 – Settlement of Pier Under Auditorium



Picture 4 – Damaged Foundation Pier Under Auditorium

2.1.2 Undersized Floor Framing Members

The wood floor of the auditorium is comprised of 2"x10" wood floor joists spaced at 16" on center and spanning approximately 18.5 feet between supports. It is our understanding the building commonly houses 200 or more people during events. Based on a review of the current code, the floor of the auditorium should be rated for a minimum uniform live load or 100 PSF. Based on our review of this, the wood floor members are insufficient to support the "assembly" occupancy without causing excessive deflection and overstress of the wood floor joists/beams. It is recommended that additional supplementary floor beams be installed to provide additional support the floor framing system.

2.1.3 Foundation Damaged From Tree Heave

A large oak tree approximately 5 feet from the southeast corner of the building. Currently the tree has been removed. Due to the close proximity of the tree to the building, the corner foundation was lifted by the pressure from the tree roots. Additionally, the exterior wood framed wall was observed to be decayed/rotten from exposure to moisture from being covered by the elevated exterior grade. At the time of our site visit, tree roots were visible extending through the wall.

To repair this damaged portion of the building the following will be required.

- Temporary shoring to support the first floor and roof framing.
- Relevel the exterior grade of the building to direct water away from the foundation of the building. Additionally, the tree roots need to be removed, and clean fill used to back fill the soil. If the tree roots are not removed, voids will develop as the roots decay leading to soil settlement.
- Remove and replace portions of damaged stem wall. The new stem wall should extend a minimum of 1 foot above the exterior finished grade.
- Remove and replace damaged wood framing within the walls.
- Re-level any portions of the floor.
- Remove and replace the exterior sheathing and stucco finish.

Picture 5 – View of Tree Prior to Removal

Picture 6 – Current View of Southeast Corner

Picture 7 – Portion of Wood Wall Heaved

Picture 8 – Enlarged View of Tree Roots Growing Through Wood Framed Wall

2.1.4 Exterior Brick Stem Wall

The majority of the stem wall was found to be in fair condition with evidence of previous repairs. The stem wall is constructed of un-reinforced bricks installed in a running bond. Cracking and mortar loss was noted along the north elevation of the building where the stem wall meets the exterior finished grade.

It is recommended that the damaged stem wall be repaired by repointing the damaged joints with new mortar to restore the structural integrity of the stem wall. Additionally, the missing or broken sections of brick should be replaced.

Picture 9 – Stem Wall Along North Elevation

Picture 10 – Previous Repairs to Stem Wall

2.2 First Floor and Exterior Walls

The wood framed exterior walls were observed to have widespread deterioration from water intrusion and differential settlement of the foundation. The majority of the water intrusion appears to have been caused by the prior noted roof issues and cracks in the exterior stucco finish. At both the southeast and north- west corners to the building, cracking along the exterior of the building was noted to be reflected through the interior walls, see pictures 13 and 14. Several previous attempts to seal the exterior cracking was noted, however the damage appears be progressing as the wood framed walls continue to deteriorate. Damaged wall framing near the southeast corner is due to a portion of the wood framed wall extending below grade.

It is recommended that selective demolition be performed near the southeast and southwest corners of the building to determine the extent of the framing damage in the area. It should be expected that portions of the wood framing will be required to be replaced or repaired from the foundation to the roof joist bearing. Furthermore, the exterior grade near the southeast corner will need to be resloped to direct water away from the building.

Picture 11 – Damaged Southeast Corner Wall

Picture 12 – Damaged Southwest Corner Wall

Picture 13 – Damage Exterior Wall Northwest Corner

Picture 14 – View of Interior Northwest Corner

2.2.1 Damaged Windows

Rot and decay were identified in the wood framed window sills and window casings throughout the building. The windows appear to be single pane non-impacted rated or covered by impact protection. The damaged windows sills and casing are recommended for removal and replacement. This will require that the entire existing window be removed and replaced. Replacement windows are required to be impact rated per the Florida Building Code because the site is located in a Ultimate Wind speed of 140 MPH.

Picture 15 – Damaged Window Sill

Picture 16 – Damaged Window Mullion

2.2.2 Water Intrusion

Evidence of ongoing water intrusion was found near the base of the interior wall throughout the building and at isolated locations at the ceiling. The water intrusion appears to have been caused by roof leaks and flashing issues around the chimneys. After the reroofing issues are addressed, it is recommended that the damaged interior drywall be remediated.

Picture 17 – Water Intrusion

Picture 18 – Water Intrusion at Ceiling

2.2.3 Unsecured Ramp Handrail

The handicap ramp along the north elevation of the building includes an aluminum handrail that was found to be deflecting beyond the minimum code allowances. The grouted pocket connections of the railing's vertical posts are connected into a concrete curb were found to be broken or improperly grouted. To address this issue, the railing removed, the damaged curb repaired, and then the railing reinstalled.

Picture 19 – Loose Railing

Picture 20 – Damaged Curb/Railing Post Connection

2.3 Roofing Material and Framing Members

A visual inspection of the roof surface was completed. The roof framing members could not be inspected due to lack of accessibility at most locations.

2.3.1 Water Intrusion and Damaged Joists

Evidence of previous water intrusion from the roof above the tea room and front storage area was identified. Although at the time of our inspection active water intrusion was not observed, based on the current level of damage to the roof framing and ceiling, this damage has been an ongoing issue. The water intrusion has contributed to deterioration of the roof framing supporting the high roof near the chimney, see Picture 23. The water intrusion appears to be due to the previous noted roof issues. Until the roof over this area of the building is replaced the water intrusion will be an ongoing issue and the deterioration of the framing will likely accelerate.

It appears that the roof members will require repair and the roof decking will need to be replaced. See the attached plan for approximate locations of damaged wood roof joists.

Picture 21 –Previous Repair at Chimney

Picture 22 – View of Damaged Framing Below Chimney

Picture 23 – Damaged Roof Framing Above Front Storage Room

2.3.2 Damaged Roofing

Both the building's main sloped shingle roof and flat asphalt rolled roof areas exhibit widespread damage and appear to be at the end of their useful life. The roof damage appears to have been caused by age related decay and a previous high wind event. It appears that a high wind event had caused shingle loss though out the roof corner areas where wind forces would have been at their highest. The following additional notable roof issues were observed.

- Exposed fasteners
- Gaps at overlapping roof joints
- Failed roofing sealants
- Roof ponding
- Unsecured roof drains
- Separation of ridge vent
- Previous roof repairs

To address the roof damage and leaks, it is recommended that the roof be removed and replaced. Additionally, inspection of the roof framing will need to be completed to determine the extent of the damaged roof joists and decking, which will require repair prior to, or concurrent with, the reroofing project.

Picture 24 – Detached Ridge Vent

Picture 25 – Evidence of Damaged Framing Below

Picture 26 – Roof Ponding

Picture 27 – Unsecured Roof Gutter

RESOLUTION NO. 18-23

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH COMMITTING TO 100% COMPLETION OF THE WOMAN'S CLUB RESTORATION AND STABILIZATION; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May 2018, the City executed an application to the Florida Department of State, Division of Historical Resources, Special Category Grant for grant monies to fund the Stabilization and Restoration of the Women's Club; and

WHEREAS, in November 2018, the City executed a second application to the Volusia County ECHO Program for grant monies to fund the Stabilization and Restoration of the Women's Club; and

WHEREAS, in June 2021, the City requested an extension to allow additional time for the completion, final paperwork and reports for the project through July 2, 2022; and

WHEREAS, in April 2022, the City requested a second extension to allow additional time for the completion for the project through July 2, 2023; and

WHEREAS, the City seeks a third extension from ECHO, which ECHO is willing to approve on the condition that city provide a resolution committing to 100 % completion of the Women's Club Restoration and Stabilization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The City Commission of the City of New Smyrna Beach hereby commits to 100% completion of the Women's Club Restoration and Stabilization.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/1/2023

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 20-23: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD ALLOW THE CITY TO CHARGE ITS CUSTOMERS THE CONVENIENCE FEE FOR CREDIT/DEBIT CARD PROCESSING SERVICES.

May 9, 2023

Background:

The city has several merchant accounts with 4 payment processing companies.

1. Automated Merchant Systems, Inc. provides credit/debit card payment processing services for the following departments: Building & Inspections, Leisure Services, Marina, Golf Course, and City Hall. The average credit card fee charged to the city is 2.9%.

Building & Inspection credit card fees for FY2022-$109,985; FY2023-$50,966

Leisure Services credit card fees for FY2022-$17,209; FY2023-$10,309

Marina credit card fees for FY2022-$6,172; FY2023-$3,099

Golf Course credit card fees for FY2022-$35,676; FY2023-$23,044

City Hall credit card fees for FY2022-$9,223; FY2023-$2,604

2. Titan Aviation Fuels, Inc. provides credit/debit card payment processing services for the Airport. The average credit card fee charged to the city is 2.2%.

Airport credit card fees for FY2022-$8,406; FY2023-$8,164

3. T 2 Systems- Parking Management System provides credit/debit card payment processing services for the parking kiosks around the city. The average credit card fee charged to the city is 3.3%.

Parking Fund credit card fees for FY2022-$39,770; FY2023-$16,762

4. Passport Parking Management System provides credit/debit card payment processing services for parking citations and appeals. The average credit card fee charged to the city is 3.2%. Passport is scheduled to change to Duncan Solutions, Inc. this summer.

Parking citations/appeals credit card fees for FY2022-$8,649; FY2023-$4,664

Currently the accounts are set-up as Merchant Funded processing option, which means that the merchant absorbs all the fees at the time of transaction and charges the city once a month for the fees collected from a customer.

Staff is proposing to switch to the convenience fee option which will pass along the credit card fee directly to the customer. In conjunction, staff is recommending the convenience fee to be charged to the customer in the range from 2.75% to 3.00% or minimum $2.00, whichever is greater.

Fiscal Analysis:
The estimated annual saving for the General Fund is $35,100, the Building & Inspection Fund is $110,000, the Golf Course is $35,680, the Airport is $8,500, the Marina is $6,200, and the Parking Fund is $40,000. Total for the City is approximately $235,480.

Strategic Plan Item:
No

Staff Report Created By: Natalia Eckroth - Finance Director

Attachments:

Res 20-23 Convenience Fee Credit Debit Card Processing Services.pdf

RESOLUTION NO. 20-23

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE IMPLEMENTATION OF A CONVENIENCE FEE ON CREDIT AND DEBIT CARD TRANSACTIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the volume of credit and debit card transactions has grown substantially over the past several years; and

WHEREAS, the trend towards increased use of credit and debit cards as a mode of payment is expected to continue; and

WHEREAS, the City incurs significant costs associated with processing credit and debit card transactions; and

WHEREAS, the City may offset credit and debit card processing by assessing a convenience fee, which would be based on a percentage of sale, or a convenience fee, which would add a fixed amount for every transaction.

***NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA*:**

SECTION 1: The Finance Director is hereby authorized to implement a Service Fee or Convenience Fee to offset the cost of processing credit and debit card transactions.

SECTION 2: The convenience fee to be charged would range from 2.75% to 3% or minimum $2.00, whichever is greater.

SECTION 3: The Finance Director will monitor credit and debit card processing fees relative to processing costs, and adjust the fees annually as necessary in order for the City to collect the appropriate amount to offset credit and debit card processing costs.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/2/2023

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF A ROOF REPLACEMENT FOR THE PROPERTY LOCATED AT 1994 AERO CIRCLE.

May 9, 2023

Background:

This item is for a roof replacement for Airport commercial leased property. The property is located at 1994 Aero Circle and is currently leased by Epic Aviation. The roof is in critical condition for replacement and is currently tarped as it consistently leaks during periods of rain. The roof replacement was previously put out for bid in January 2023 and the City received one (1) bid which was double the amount budgeted. On 3/14/2023 the City Commission rejected the bid (documents are provided as reference).

Due to the lack in response to the previous bid and the quickly approaching rainy season, staff reached out to local roofers in an effort to obtain fresh quotes and determine if the cost for replacement was truly double the amount budgeted. The result was three quotes. The quotes received are from Certified Roofing Specialist for $68,945, APM Construction for $97,750, and CentiMark Roofing for $150,503. All quotes will reroof the building with 26-gauge PBR panels and include insulation.

Findings:
Staff recommend the approval of the Certified Roofing Specialist quote in the amount of $68,945.00. In doing so, staff are asking to waive the formal solicitation process due to time constraints, the urgency for repairs and the availability of contractors.

Fiscal Analysis:
Airport Fund FY23 10454201-546201

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Quote Summary for Roof Replacement at 1994 Aero.pdf
Staff Report and SOA from 03.14 along with Bid Document and Bid Tabulation.pdf
Contract - Certified Best Roofing.pdf
Certified Best Roofing COI.pdf

CITY OF NEW SMYRNA BEACH

VENDOR QUOTE RECAP

Date 4/14/2023 Department Airport Requestor Arvin Weese

Product or Service Roof replacement at 1994 Aero Circle

Vendor	Quantity	Unit Price	Total	Comments
Certified Best Roofing Inc.	1	$68,945.00	$68,945.00	
APM Construction	1	$97,750.00	$97,750.00	
CentiMark Roofing	1	$150,503	$150,503	

This form shall be completed and attached to your requisition request for all purchases between $5,000 and $24,999.

PROJECT ESTIMATE

Date: 04/14/2023

CERTIFIED BEST ROOFING INC.

407-813-1316
Prepared By:
Derrick Vittitow 407-813-1316 derrick@certifiedbestroofing.com

CCC1333012
CRC1333546

Attention:	**City of New Smyrna Beach**
Property Address:	**1994 Aero Cir.**
	New Smyrna Beach, FL 32168
Project Title:	Reroof
Project Description:	Project includes the reroofing of the metal portion of the building
Proposal Number:	**2023-04-14 8:52**

Proposed Materials and Warranty: 26 G. Galvalume PBR Panels
Limited Lifetime Warranty.
Certified Best Roofing Inc. includes a **20 Year Labor Warranty**.

Proposed Color: Galvalume, White Sculpted Rake.

Price Includes: all permitting, materials, labor, demo, and disposal. All Eave/drip edge, Sculpted Rake and roof mount ventilation to be replaced. to comply with current building codes.

Description			Cost
ReRoof with 26 G PBR Panels			$ 46,078.00
7100 sqft of 48" roll, 3" white vinyl backed R10 insulation			$ 22,867.00
		Subtotal	$ 68,945.00
		Total	$ 68,945.00

Due to constant material pricing changes estimate is good for **30 days.**
Checks payable to Certified Best Roofing inc. We accept all major credit cards. Now offering 100% financing!

INVOICE

APM CONSTRUCTION CORP.
424 Luna Bella Lane Suite 130
New Smyrna Beach, FL 32168

Date: **03/27/2023**

Project:
1994 Aero Cicrle
at New Smyrna Municipal Airport

To:

City of New Smyrna Beach
Arvin Weese,
Airport Manager
602 Skyline Drive
New Smyrna Beach, FL 32168

APM JobId: 1994 Aero Circle

Qty	Units	Description	Price	Amount
		1994 Aero Circle Re-Roof		**$ 97,750.00**

Remove and Replace:

- Existing Roof Panels with a 26 Gauge PBR Profile Panel (Polar White Figured)
- Existing Gable Trim with 26 Gauge Polar White Gable Trim to Match Roof Panels
- Existing Roof Upper Insulation with 3-Inch Thick 4-Foot Wide R10 Roll Insulation
- Existing Ridge Vents with approximately 10-Foot Long Vents with approximately 9-Inch Wide Throat

Note: If the Airport has R Value Data on the Existing Lower Insulation installed that is visible inside the hangar, please advise.

Proposal assumes work can be done during daylight hours (No Restrictions).
Price additionally includes New Roof Panels on Two Rolling Door Pockets either side of the Main Roof.

◀◀◀◀ Executive Proposal Summary ▶▶▶▶

New Smyrna municipal airport
602 Skyline Dr
New Smyrna Beach, FL 32168-5948

Quote	Section	Sq Ft.	System	Warranty*	Price
New Smyrna Airport - Hangar D - TPO Rhino					$111,877
	Hangar D	7,324	TPO Fastened	20 years	
New Smyrna Airport - Hangar D - Metal R-Panel					$150,503
	Hangar D	7,324	Pre-Engineered Metal	Manufacturer's Finish years	

* Roof system warranties protect your roof against defects in materials or workmanship for the specified period as outlined in the CentiMark Non-Prorated Limited Roof Warranty or the manufacturer's warranty.

For internal use only, ID # 362369
Version: 362369.1.0

CentiMark Project Manager Signature Date

Standard terms: One-third (1/3) of the contract price due at the job start and the balance due net thirty (30) upon job completion, unless otherwise agreed to in the contract document. Projects greater than $250,000 may be subject to progress payments. (Special terms are available upon request)

CentiMark Corporation reserves the right to adjust pricing based on industry wide price increases. Due to supply chain pressures and various material shortages, the roofing industry is currently experiencing unprecedented volatility. This is affecting both material costs and delivery schedules.

Based on the above, the pricing provided can only be held firm for 30 days after the proposal date.

If, during the performance of the contract, the price of material significantly increases, through no fault of CentiMark, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 5 percent experienced by CentiMark from date of contract signing. Such price increases shall be documented through supplier notices, quotes, invoices or receipts. Where the delivery of material is delayed, through no fault of CentiMark, as a result of shortage or unavailability of material, CentiMark shall not be liable for any additional costs or damages associated with such delay.

This quote does not include any supplemental deck attachment as may be required by Factory Mutual Global (FM). Please note that should FM and/or you require such deck attachment, additional costs will be estimated and added as a separate item to the overall cost of this project.

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER REJECTING ITB 10-23-AIR, ROOF REPLACEMENT OF 1994 AERO CIRCLE.

March 14, 2023

Background:

On January 11, 2023, the city advertised ITB 10-23-AIR, Roof Replacement of 1994 Aero Circle. In response to the advertisement, the City received one (1) bid:

- Big Country Contracting, LLC: $126,500. The current budget for this project is $60,000.

Receiving one bid lacks competition and the bid that was received was double the amount budgeted.

Findings:

Current budget for this project is $60,000, the one bid that was received came in double of the current budget. To promote competition, staff recommends revisiting budget and scope before going back out for re-bid.

Staff recommends rejecting bid and going back out for re-bid.

Fiscal Analysis:

Current Budget is coming from Airport Fund-Repair and Maintenance Buildings - 104.54201.546201 $60,000.00

Strategic Plan Item:

No

Staff Report Created By: Todd Alexander - Capital Projects Manager

Attachments:

NSB Bid Document w Attachments.pdf
Evaluation Tabulation.pdf

City Commission Regular Meeting
Tuesday, March 14, 2023 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Cleveland called the meeting to order at 6:30 PM.

Present: Mayor Fred E. Cleveland, Vice Mayor Randy Hartman, Commissioner Jason McGuirk, Commissioner Lisa Martin and Commissioner Valli Perrine.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Sheila Turner gave the invocation. New Smyrna Beach High School Student Andru Bunch led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat announced continuing Item 4.A – Proclamation: Water Conservation Month to the April 11, 2023 meeting.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Water Conservation Month

No action; item continued to the April 11, 2023 meeting.

4.B City Manager Update

No action

5. PUBLIC PARTICIPATION

No action

6. CONSENT AGENDA

6.A Consider the adoption of the City Commission Workshop meeting minutes from February 28, 2023.

Unanimously adopted

6.B Resolution No. 07-23: Consider the adoption of a Resolution, which if adopted, would amend the FY2022-23 budget.

Unanimously adopted

6.C Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Non-Profit Business Small-Scale Property Improvement Grant Award of $6,425 to The Church Parish Nurse Ministries, Inc. for an eligible property improvement project located at 699 West Street, New Smyrna Beach.

Unanimously approved

6.D Consider the approval to award RFQ 09-23-PLAN Property Appraisal Services to Colliers International Valuation & Advisory Services, Pomeroy Appraisal Associates of Florida, Inc., Property Valuation & Consulting, Inc. and The Urban Group, Inc.

Unanimously approved

6.E Consider rejecting ITB 08-23-CIP, City Marina Dock Repair.

Unanimously approved

6.F Consider rejecting ITB 10-23-AIR, Roof Replacement of 1994 Aero Circle.

Unanimously approved

6.G Consider the approval of a contract between the City of New Smyrna Beach and Kynex Inc.

Unanimously approved

6.H Consider the approval of the grant request of The Table 2 Committee to waive the rental fee for the Sports Complex football stadium.

Unanimously approved

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Consider the approval of a proposal from Dredging and Marine Consultants for the Design, Engineering and Construction Administration for the North Causeway Boat Ramp Facility: Dock & Amenity Improvements (Phase I AOB sit improvements) in the amount of $111,000 and consider the adoption of Resolution No. 08-23, which if adopted, would authorize the City Manager to submit an application to F.I.N.D. for the Phase I Construction Funding for the AOB Site improvements.

Unanimously approved the proposal

Unanimously adopted Resolution No. 08-23

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Ordinance No. 14-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.18 acres of land located at 307 Ingham Road.

Unanimously adopted

8.B Ordinance No. 15-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use on approximately 0.18 acres of land located at 307 Ingham Road as part of an overall annexation application.

Unanimously adopted

8.C Ordinance No. 16-23: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would rezone approximately 0.18 acres of land located at 307 Ingham Road as part of an overall annexation application.

Unanimously adopted

9. ORDINANCES - FIRST READING

No action

10. BOARDS AND COMMISSIONS

10.A Code Compliance Board: Consider the appointment of one (1) citizen to serve an unexpired three-year term, ending on March 3, 2024.

Appointed Ruth Kazimierek by majority ballot vote

10.B Community Enhancement Engagement Committee: Consider the appointment of one (1) citizen to serve a three-year term, expiring on September 1, 2025, as a regular member.
Unanimously appointed Julie Strickland

10.C Parking Task Force: Consider the appointments of seven (7) citizens and representatives to serve as regular members from March 1, 2023 through September 26, 2023.

Appointed Zoe Nuener as the Flagler Avenue business district representative by majority ballot vote

Appointed Jay Pendergast as the Canal Street business district representative by majority ballot vote

Appointed Tony Otte, OE Burke, Elizabeth Jones, Serge Sorese and Wayne Lundberg as citizen representatives by majority ballot vote.

11. MAYOR AND COMMISSION REPORTS

City Commission consensus approved allocating $500 from the City Commission Promotional Expense Fund to be used for a Volusia County Cultural Alliance Corporate Membership for Commissioner Lisa Martin.

12. CITY MANAGER'S REPORT

12.A City Manager's Report
No action

12.B Airport Property Acquisition - Parcel 743812000171
Unanimously approved

13. CITY CLERK'S REPORT

13.A City Clerk's Report
No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

8:11 PM

ITB 10-23-AIR

ROOF REPLACEMENT OF 1994 AERO CIRCLE

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

BID RELEASE DATE: January 11, 2023
DEADLINE FOR QUESTIONS: January 25, 2023
BID DUE DATE: February 6, 2023, 5:00 pm

BIDS MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/cityofnsb

City of New Smyrna Beach

ITB 10-23-AIR

Roof Replacement of 1994 Aero Circle

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Information .....
V. Project Specific .....
VI. Information for Bidders .....
VII. Total Bid Proposal .....
VIII. Terms and Conditions .....
IX. Special Conditions .....
X. Insurance Requirements .....
XI. Contractor Specific .....
XII. Contractor Requirements .....

Attachments:

A - Public Records
B - Draft Contract
C - Required City Forms - Non-notarized
D - City Required Forms - Notarized
E - Bid Bond Forms

I. PUBLIC NOTICE

I.A Notice to Bidders

10-23-AIR
Roof Replacement of 1994 Aero Circle

The City of New Smyrna Beach is seeking interested Contractors to submit proposals for a Roof Replacement of 1994 Aero Circle.

Bid Documents can be obtained through the City's eProcurement Portal found at https://secure.procurenow.com/portal/cityofnsb or by e-mailing the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com

End of Advertisement

Publish: Wednesday, January 11, 2023
Daytona News Journal
www.cityofnsb.com
ProcureNow – https://secure.procurenow.com/portal/cityofnsb/

II. INTRODUCTION

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the bid package in its entirety prior to submitting a bid response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The awarded Contractor must be registered with the Florida Department of State and licensed to do business in the State of Florida.

II.A Summary

The City of New Smyrna Beach, Florida is soliciting Invitation to Bid 10-23-AIR, Roof Replacement of 1994 Aero Circle, to select a qualified roofing contractor to replace the metal roof system on the hanger located at 1994 Aero Circle at the New Smyrna City Municipal Airport. The hanger is a pre-engineered metal building with an insulated 22 gauged metal roof system. The proposed project shall consist of one bid inclusive for the roof replacement. Contractors submitting a response must hold the required license and must have documented and verifiable experience.

The hangar will be occupied during the duration of construction.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 30,962. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced by the present charter through Chapter 224.08, Special Acts of Florida, 1943.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Coordinator
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue Invitation to Bid Notice	January 11, 2023
Pre-Bid Meeting (Non-Mandatory)	January 18, 2023, 9:00am New Smyrna City Municipal Airport 602 Skyline Drive New Smyrna Beach, FL 32168
Deadline for Written Questions	January 25, 2023, 5:00pm
Bid Due Date	February 6, 2023, 5:00pm

Bid Opening	February 7, 2023, 9:00am Call in (audio only) 786-636-1338, United States Phone Conference ID: 744 299 537#
Recommendation to the Commission	February 28, 2023

III. GENERAL DEFINITIONS

III.A Definitions

The terms used in this specification are defined as follows:

CITY: City of New Smyrna Beach

CLAIMS AND NOTICES: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

CONTRACT: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

CONTRACTOR: The person, firm or corporation with whom this Contract is executed by the Owner.

DRAWINGS: The drawings listed and described in the Contract Documents.

ENGINEER: For this project, reference to the Engineer shall refer to Todd Alexander, who is a licensed Engineer.

OWNER: City of New Smyrna Beach

PROJECTS: The entire construction, installation or work to be performed as set forth in the Contract Documents.

SPECIFICATIONS: The detailed written description of the work.

SUBCONTRACTOR: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

SURETY: Any person, firm or corporation that has executed as Surety.

IV. GENERAL INFORMATION

IV.A Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.B Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Contractors doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

IV.C Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

IV.D Judgements/Legal Findings

By submitting this bid for consideration, the Bidder affirms that they currently have no judgements or other legal findings nor have any pending judgments or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.E Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

IV.F Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing this Invitation to Bid. The awarded Bidder(s) shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirement of the Purchase Order or Contract which may result from award of this solicitation.

IV.G Minimum Qualifications

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

Previous experience and references: Firms must demonstrate a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the Reference Form included herein.

Evidence of authority to conduct commercial business in the State of Florida: Provide Sunbiz report showing your company registered as "Active"

Professional Licenses: Provide all licenses that qualify the firm for the type of work as identified herein.

Bonds: Provide applicable bond documents, when required.

Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Note: If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

The City of New Smyrna Beach reserves the right to require the bidder to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder.

IV.H On-line Provider Disclaimer

It is recommended that firms register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party vendor that provides a platform to communicate solicitation information to the Public. OpengGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.I Payment

In order for the City to provide payment, the Bidder shall submit a fully documented invoice that provides the basic information set forth in the agreement. The invoice shall be submitted to the City within thirty (30) calendar days after the service has been rendered. It shall be understood

that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.

IV.J Protest Procedures

1) Bidders or respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice should be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.K Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.L Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, ProcureNow. There is no charge to register with ProcureNow and/or to participate in the solicitation process.

IV.M State Registration Requirements

Any corporation submitting a bid in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.N Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

V. PROJECT SPECIFIC

V.A General Overview

The City of New Smyrna Beach, Florida invites solicitation responses to replace the metal roof system on the hanger located at 1994 Aero Circle at the New Smyrna City Municipal Airport. The hanger is a pre-engineered metal building with an insulated 22 gauged metal roof system. The proposed project shall consist of one bid inclusive for the roof replacement. Contractors submitting a response must hold the required license and must have documented and verifiable experience.

The hangar will be occupied during the duration of construction.

V.B Project Description

The project consists of removal and disposal of existing roof and existing insulation including all fasteners and hardware associated with existing roof system. Furnish and install new metal roof system with a minimum 22-gauge metal roof system and insulation including all edge metal, sidewall flashing, headwall flashing, valley flashing, caulking/sealants, etc. required to complete a weather-tight roof system with a 20-year minimum roofing system manufactures warranty. Insulation required to meet at a minimum existing R-Value and include all necessary strapping and hardware to install. All work shall be completed to manufactures specifications as well as all state and local building codes. Contractor will provide all labor, materials, design and engineering (by roof manufacturer) and all permits required to complete project.

The building will be occupied during the duration of construction.

V.C Changes

Compliance with Specifications and Drawings:

All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work. If applicable, the Contract total amount will be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of construction plant and equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.

As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.

The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

It is the Contractor’s responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of Owner to pay.

V.D Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout

the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

V.E Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact, and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information, and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

Gas Mains – Florida Public Utilities Company

Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach

Telephone Lines and Underground Cable - AT&T

Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida

Storm Sewers - City of New Smyrna Beach, Florida

Cable TV and Underground Cable - Spectrum

V.F Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VI. INFORMATION FOR BIDDERS

VI.A Acceptance of Bid and Award of Contract

Within sixty (60) days after the opening of the bids, the City shall accept one of the bids or shall act in accordance with Information for Bidders-Right to accept and reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest, most responsive, and responsible bidder whose bid submittal meets the specifications. Before an award of the contract, the City reserves the right to request additional information to clarify a bid submittal.

The City shall evaluate the received submittals prior to execution of contract or submittal of a recommendation of contract or agreement to the City Commission. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

The successful Bidder shall execute and return the agreement to the City, within fourteen (14) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document. Component Parts of the Contract are outlined in the draft contract, which is provided in Section 13, Attachments.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

Failure on the part of the successful Bidder to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

VI.B Bid Completeness and Compliance

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City.

All items contained in the bid must be in total compliance with the specifications of this solicitation. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your electronic submission.

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

VI.C Bid Security

The bid response shall be accompanied by a Bid Security of no less than ten (10%) of the amount of the Bid Proposal. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their bid response.

The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of ten (10%) of the total Bid price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of ten (10%) percent of the total Bid price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

The Bidder shall enter into an agreement if awarded to the Bidder.

The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the agreement.

To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as bid security bond into an interest-bearing account, shall be retained by the City.

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, February 6, 2023. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the bid security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.

VI.D Bid Submittal and Submission

Electronic Sealed bid submittals must be received prior to 5:00 pm EST on Monday, February 6, 2023, via the City's e-Procurement Portal found at https://secure.procurenow.com/portal/cityofnsb/. Bid submittals will not be permitted to be submitted on the City's eProcurement Portal after this time and date. The decision to refuse to consider a bid shall not be the basis of a protest.

Contact ProcureNow technical support at support@procurenow.com if technical difficulties arise during bid submission.

All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner. Bid submittals by email, telephone or fax shall be rejected as non-responsive.

VI.E Bids to Remain Firm

All bids shall remain firm for ninety (90) days after the day of the bid opening, but City may, in its sole discretion, release any bid and return the bid security prior to that date.

VI.F Certification of Independent Price Determination

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

VI.G Conditions of Work

Each bidder shall have read and be thoroughly familiar with the drawings, specifications and other Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.

In case there is any item in the drawings, specifications or other Contract Documents which is not clear to the bidder or which may, in his opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/cityofnsb. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The bidder, by and through the submission of this bid, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VI.H Cone of Silence

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review

or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

VI.I Corporate Standing and Authorized Signatory

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A copy of your Articles of Incorporation listing the approved signatories of the corporation.

A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed

VI.J Cost of Submittal

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Bidder and shall not be passed on to, or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

VI.K Determining Responsibility

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

VI.L Information or Clarification

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or city representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected city officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions regarding this solicitation, including clarifications to the technical specifications and scope of work, must be submitted in writing to the Purchasing Coordinator through the City's e-Procurement portal.

Questions must be submitted prior to 5:00 pm EST on Wednesday, December 7, 2022. When asking questions, please be sure to enter each question separately.

All responses to questions will be in the form of an addendum that will be posted on ProcureNow. Respondents will be required to acknowledge receipt of addendums, if any, on by signing and submitting the issued Addendum Form(s). It is the responsibility of the prospective respondents to check ProcureNow for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

VI.M Pre-Bid Meeting

There will be a Non-Mandatory pre-bid site visit for this bid. Attendance is strongly encouraged to understand the requirements of the Scope of Work.

The date and time of the pre-bid site visit is provided in Section II.D.

VI.N Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bids and the responses thereto are in the public domain. However, the bidders are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Coordinator with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from bidders in response to this Invitation to Bid will become the property of the City of New Smyrna Beach and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

VI.O Responsiveness

Responses shall conform in all material respects to the solicitation in order to be considered for award. Any bid which fails to conform to the solicitation's essential requirements may be rejected. Any Bid which is not provided on the City form or fails to include the requested information, may be considered non-responsive and disqualified from consideration for award. The City shall notify any bidder in writing whose bid has been deemed non-responsive.

VI.P Right to Accept and Reject Bids

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

VI.Q Unbalanced Bids

As determined by the City, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

VI.R Bidder Qualifications

Bids will be considered from Contractors that have been engaged in providing similar services with a minimum of five (5) years' experience. Bidders must provide at least five (5) references for similar work completed within the last ten (10) years and include the company name, contact name, address, telephone number and e-mail address.

The successful bidder shall be a licensed Contractor licensed by the State of Florida to perform these services. The Contractor shall submit a valid copy of its license(s) along with bid submittal.

The successful bidder must also be registered on Sunbiz and licensed to do business in the State of Florida.

VII. TOTAL BID PROPOSAL

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder and most responsible bidder as determined to be in the best interest of the City and their funding partners.

Submitted price proposal shall be in accordance with the scope of work section, Section 3, of this document. Price to include all labor, equipment, materials, permits, material disposal, and supervision. Detailed proposal outlining must be provided in Section 10.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Roof replacement of 1994 Aero Circle	1	LS		
TOTAL					

VIII. TERMS AND CONDITIONS

VIII.A Assignment

The Bidder shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

VIII.B Bid Opening

The date and time for the bid opening is outlined in Section 2, Introduction.

Electronic bids will remain locked until the time of bid opening. The bid opening shall take place as an online Microsoft Teams video conference which will also be recorded and available to view. Bidders may contact the City's Purchasing Coordinator to obtain information to attend the bid opening.

Bid submittals will be publicly opened by the Procurement Coordinator on the time and date as specified herein. All bids that have been received in a timely manner will be opened, recorded and accepted for consideration. The names of the bidders submitting bids and submitted bid total(s) will be read aloud and recorded.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

A bid summary of the Bids and major alternates (if any) will be made available within a reasonable time after the opening of Bids.

Multiple Bids received for the same work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants believed to be in such collusion shall not be considered.

The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals. The City may reject, as non-responsive, bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change. If the City elects to accept a bid which does not acknowledge receipt of an addendum, the bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

VIII.C Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

VIII.D Collusion Among Firms

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

VIII.E Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the City or any of its agencies. Further, all Bidders must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

VIII.F Effectiveness and Duration

A draft agreement, of which is provided in the "Attachment" Section, will be the contracting mechanism for the bid award. This agreement may not be amended, and any exceptions noted by the bidder to this document will not be considered. The draft agreement is an example and shall not be included as part of your submittal. The agreement alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of the Contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary. Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

VIII.G Interpretation of Contract

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

VIII.H Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VIII.I Payments to the Contractor

Monthly Payments to the Contractor:

The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. No Payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the Retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days' time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as he has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney’s fees.

Final Inspections:

When the Contractor has completed the work in compliance with the terms of Contract Documents, he shall notify the Engineer in writing that the project is ready for final inspection. The Engineer shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, he shall perform the same. Upon completion of the final inspection, the Engineer shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the Engineer, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the Owner as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer’s certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance:

When the Engineer shall certify to the Owner as to the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the

Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfied himself as to compliance with the terms of the Contract, and has received certification of final inspection, he shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment:

When the Owner has made final acceptance, the Engineer shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility:

The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the Engineer, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VIII.J Preconstruction Meeting

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VIII.K Progress and Control of the Work

Schedules and Progress Reports:

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the

original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and for payment of services rendered by the subcontractor.

Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.

The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or

otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

The article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

VIII.L Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions:

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work:

If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make

the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VIII.M Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patented right and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VIII.N Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VIII.O Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VIII.P Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the Owner, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the Owner may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VIII.Q Termination

Termination for Convenience:

The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to

receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate:

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless of if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

VIII.R Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VIII.S Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work,and shall promptly connect and coordinate this work with theirs.

IX. SPECIAL CONDITIONS

IX.A Commencement of Work

The bidder agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within SEVENTY-FIVE (75) thereafter.

IX.B Liquidated Damages

The bidder further agrees to pay, as liquidated damages, the sum of One HUNDRED FIFTY ($150.00)for each consecutive calendar day thereafter, until the work is completed or accepted.

Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of breach of contract would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

IX.C Performance Bond

A. Within fourteen (14) days of executing an agreement, the successful bidder shall deliver to the Owner, if required as a part of the Contract Documents identified in “General Conditions”, an executed bond in the amount of One hundred (100%) percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the form of bond attached hereto or the Bond Company’s document, and have as surety thereon such company or companies approved by the Owner and authorized to transact business in the State of Florida.

B. If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor’s bond properly signed by the Contractor and the Surety or Sureties satisfactory to the Owner, the bidder shall be deemed to be in default and the Owner shall retain his Bid Security as liquidated damages, as set forth in the “Supplemental General Conditions”, but not as a penalty. The Owner reserves the option to accept the bid of any of the other bidders within ten (10) days from such default, in which case such acceptance shall have the same effect to such bidder as though he were the original, successful bidder.

C. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgement of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or other representative of the Contractor or Surety; (c) duly certified extract from By-Laws or

resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

IX.D Claims and Damages

Requirement for Notice:

Any requirements of the Contract Documents for notice of direction to the Owner shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of Notice To Proceed.

Claims for Extra Cost:

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice on a form to be furnished by the Engineer within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the Engineer shall then be made as specified in "The Authority and Duties of the Engineer - Status of the Engineer" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section. See definition of Terms and Conditions. No claim shall be valid unless so made.

Claims for Damages:

Any claims for damages by the Contractor against the Owner arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition in Terms and Conditions.

Liquidated Damages:

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor’s right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, or contained within any storage facility.. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the Owner shall be at the expense of the Contractor and /or his Surety. Such engineering expense shall be considered to be equal to the job payroll of the owner plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the Owner.

X. INSURANCE REQUIREMENTS

Contractor's and Subcontractor's Insurance Requirements

X.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Independent Contractors

Property Damage - Each Occurrence $ 500,000

Aggregate $ 500,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 300,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

X.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

X.C Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protect under such provisions.

X.D Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

X.E Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

X.F Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contactor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against and of the special hazards which may be encountered in the performance of this Contract.

X.G Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

X.H Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

X.I Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

A. Property damage arising out of blasting or explosions;

B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.

D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

X.J Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of New Smyrna Beach as co-insured on said policy of insurance.

XI. CONTRACTOR SPECIFIC

XI.A Authority and Duties of the Engineer

Status of the Engineer:

The work shall be subject at all times to the review of the Engineer or his designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials

furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of “Notice”, referenced in "Definitions and Terms".

Inspection and Examination of the Work:

A. The Engineer and his authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.

B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor’s duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.

C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as addressed in Terms and Conditions .

D. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

XI.B Contractors and Subcontractors

A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project

and submit reports to the Division of Economic Development, State of Florida, or the Owner.

B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

C. All subcontracts shall include the aforementioned audit and record keeping requirements.

XI.C Contractor's Representative

The Contractor shall keep a competent superintendent and any necessary assistants, all satisfactory to the Owner all time during the execution of the work. The superintendent shall not be changed without the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employee. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

XI.D Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

XI.E Contractor's Understanding

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

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Engineer, in writing, and

the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in Terms and Conditions.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

XI.F E-Verify (Verification of Employment Status)

The E-Verify System means an internet based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

In accordance with, §448.095, Florida Statutes, the VENDOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the VENDOR enters into a contract with a subcontractor performing work or providing services on its behalf, the Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

XI.G Permits, Licenses, Taxes and Regulations

A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIIJ, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not

comply with the aforesaid procedure, he shall bear all cost incident to such violation. See definitions in Terms and Conditions.

XI.H Protection of Work, Persons and Property

A. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48 hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

XI.I Public Records

All material submitted regarding this bid becomes the property of the City. Bid documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2637, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

Keep and maintain public records required by the public agency to perform the service.

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 this chapter or as otherwise provided by law.

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.

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.

XI.J Quality of Material, Equipment of Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

XI.K Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

XI.L Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

XI.M Scope of the Contractor's Service

A. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

B. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

XII. CONTRACTOR REQUIREMENTS

XII.A Public Records Act*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Yes
☐ No
*Response required

XII.B Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

XII.C Employer Identification Number*

Please provide the Employer Identification Number

*Response required

XII.D Solicitation Document Review*

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and

drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

XII.E Bid Bond*

Each bid shall be accompanied by a Bid Security of no less **than ten (10% percent)** of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of Bid Security Amount percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 60 days from the date of the proposal opening.

If requested by the City, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than Proposal Submission Time on Proposal Submission Date. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

XII.F Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within **14 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

XII.G Potential Conflict of Interest

Please upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project here.

XII.H Potential Conflict Statements *

Please select one of the following statements.

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.
☐ The entity submitting a response to this solicitation shall be required to submit that information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.
*Response required

XII.I Drug-Free Workplace Certification*

A. The below Firm certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace.

b. The employer's policy of maintaining a drug-free workplace.

c. Any available drug counseling, rehabilitation, and employee assistance programs, and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:

a. Abide by the terms of the statement; and

b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

☐ Please confirm
*Response required

XII.J Drug-Free Workplace Certification Site Information*

The Firm may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

XII.K References *

Please upload as one (1) PDF file, a minimum of three (3) references for which the firm has provided services described in this bid within the last three (3) years. Include contracted services with governmental agencies. It is our intent to contact these references during the evaluation process.

Include the following information

Name of Reference
Address
Point of Contact
Phone Number

Email
Description of Services Provided
Dates of Services

*Response required

XII.L City Required Forms - Notarized, non-notarized, and signed addendums*

Please upload as one (1) PDF document the COMPLETED City required forms, provided in the Attachment Section and signed Addendums.

* Notarized forms

* Non-notarized forms

* Signed Addendums

*Response required

XII.M Complete Submittal with Price Proposal *

Please upload as one (1) PDF document a complete copy of the submittal, including **cover page**.

Include a price proposal with the submitted price spelled out in letters and signed.

Include detailed price proposal outlining each item with cost assocated with it.

Include detailed warranty information on materials and labor.

*Response required

PUBLIC RECORDS

All material submitted regarding this RFQ becomes the property of the City. RFQ documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this RFQ and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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 this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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.
4. 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.

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _____, 2023, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____ Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 10-23-AIR, Roof Replacement of 1994 Aero Circle.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 10-23-AIR, ROOF REPLACEMENT OF 1994 AERO CIRCLE
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ _____

Spelled out: _____

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

Contractor's Initials: _____

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Seventy-five (75)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal
- Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon execution of this agreement. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance

Contractor's Initials: _____

- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE IV: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only

Contractor's Initials: _____

and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

CITY OF NEW SMYRNA BEACH

_____

Fred E. Cleveland, Mayor

Dated: _____

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated: _____

WITNESSES:

_____

CONTRACTOR

By: _____

_____

Dated: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2023 under Agenda Item No._____.

Contractor's Initials: _____

VENDOR INFORMATION

BID #:	
BID TITLE:	

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No State of Florida Department of State Certificate of Authority Document No: _____
City, State, Zip Code	
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____
PROPOSER/BIDDER

_____
AUTHORIZED SIGNATURE

_____
OFFICER TITLE

_____
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____
Firm Date

_____ _____
Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CONFLICT OF INTEREST STATEMENT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____ who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described **as ITB 10-23-AIR, Roof Replacement of 1994 Aero Circle.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2022.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____, 2022.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By:
_____

Print Name:
_____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. S/He is personally known to me or has produced
_____As identification.

_____
Notary Public

My commission expires:_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ ,

(hereinafter called Principal) and _____ (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of_____, with its principal offices in the City of _____, authorized to do business in the State of Florida, in the full and just sum of _____ Dollars ($_____), good and lawful money of the United State of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the _____, Florida, a bid for the construction of _____in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof, execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20_____.

_____
Principal

By_____

_____
Surety

ATTEST: By _____

_____
(SEAL)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called the Principal,

and_____

(Name of Surety)

_____
(Address of Surety)

hereinafter called **SURETY,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of_____

_____ **Dollars,** (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of_____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way

affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)
which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

By: _____

_____
(Principal) Secretary

(SEAL)

_____

____

_____
(Address)

_____
(Witness as to Principal)

_____

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

_____
(Surety)

(SEAL)

By: _____

_____
Witness as to Surety

Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called **Surety,** are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called the **OWNER,** in the penal sum of _____

_____ Dollars, ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of
(Number)

which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By: _____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____
Witness as to Surety

By: _____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is a Partnership, all partners should execute the BOND.

IMPORTANT: Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

ADDENDUM 1
ITB 10-23-AIR: ROOF REPLACEMENT OF 1994 AERO CIRCLE
January 24, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum** 1 to ITB 10-23-AIR, **Roof Replacement of 1994 Aero Circle,** issued January 11, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

1. **Question**: What is the R-Value Insulation?
   Answer: Minimum R-30 with moisture barrier.

2. **Question:** What body of salt water is nearest distance to the hanger?
   Answer: Intercostal Waterway marsh waters, approximately 700'.

3. **Question:** What is the anticipated start date for construction?
   Answer: Mid to late March 2023.

4. **Question:** Are the gutters and downspouts to be replaced?
   Answer: Yes include all gutters and downspouts.

5. **Question: (Scope of Work),** COULD YOU PLEASE PROVIDE A MORE DETAILED SCOPE?
   Answer: No plans are available, intent was to have field visit during pre-bid meeting to determine roof replacement to match existing as close as possible with currently available material.

6. **Question: (Warranty),** IS THIS SITE MORE THAN 1000 FT FROM SALTWATER?
   Answer: No, see response to question 2.

7. **Question: (Gutters),** ARE THEY INCLUDED IN THIS BID TO BE REMOVED AND REPLACED?
   Answer: Yes.

8. **Question: (Plans),** ARE THERE ANY PLANS OR WHO DESIGNED THE BUILDING?
   Answer: No plans are available, original designer is not known.

9. **Question:** Is there an Engineer writing the spec for this project?

   Answer: No plans are available, intent was to have field visit to determine roof replacement to match existing as close as possible with currently available material.

10. **Question:** Is there a specific metal Mfg. for the project?

    Answer: No.

11. **Question:** With a 20 year Mfg. warranty requested, what material are the roof panels going to be made? (Painted metal or aluminum)

    Answer: Provide roofing system that will provide longest available warranty period given location.

12. **Question:** What gauge of metal for the bid?

    Answer: Minimum 22 gauge.

13. **Question:** Any specific ventilation requirements needed? Do power vent need to be installed? Any new code issues, being a hanger?

    Answer: Replace existing 4 approx. 15' long ridge vents with currently available ridge vents. No power vent needed for roof replacement. Contractor responsible for meeting all existing building codes.

14. **Question:** What is the total roof area?

    Answer: Approximately 7,600 sq. ft., contractor shall field verify.

15. **Question:** Can you please provide in writing the full and exact scope of the work required?

    Answer: No plans are available, intent was to have field visit during pre-bid meeting to determine roof replacement to match existing as close as possible with currently available material.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #1, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
ITB 10-23-AIR: ROOF REPLACEMENT OF 1994 AERO CIRCLE
January 26, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum** 2 to ITB 10-23-AIR, **Roof Replacement of 1994 Aero Circle,** issued January 11, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

1. **Question:** On the New Smyrna Beach metal roof replacement there are flat roofs attached to the main metal roof on the hangar.

   We need to know whether the flat roofs are being replaced also or being left as is so we can finish putting our quote together.

   Answer: Flat roofs are to be left in place and are not part of this quote.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #2, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 3
ITB 10-23-AIR: ROOF REPLACEMENT OF 1994 AERO CIRCLE
January 31, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is **Addendum** 3 to ITB 10-23-AIR, **Roof Replacement of 1994 Aero Circle,** issued January 11, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

---

1. **Question:** Our roofing installer is asking us what type of substrate roof is on the metal hangar at the municipal airport for the full metal roof replacement.

   Are we attaching to metal girders or is there a wood deck?

   Answer: Attaching to metal girders,

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page of Addendum #3, shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Coordinator
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 10-23-AIR

Roof Replacement of 1994 Aero Circle

RESPONSE DEADLINE: February 6, 2023 at 5:00 pm

Report Generated: Thursday, March 2, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Big Country Contracting LLC	$126,500.00

TABLE 1

Submitted price proposal shall be in accordance with the scope of work section, Section 3, of this document. Price to include all labor, equipment, materials, permits, material disposal, and supervision. Detailed proposal outlining must be provided in Section 10.

					Big Country Contracting LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Roof replacement of 1994 Aero Circle	1	LS	$126,500.00	$126,500.00
Total						$126,500.00

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this ____ day of _____, 2023, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and **Certified Best Roofing Inc.,** (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described quote as Exhibit "A" and hereby fully incorporated into this Contract.

All work shall be in strict compliance with the Exhibit "A".

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ $68,945.00

Spelled out: _ Sixty Eight Thousand Nine hundred and forty five dollars

The Contractor shall plan work for construction on the basis of monthly pay periods. Any deviation from Exhibit "A" in this contract will result in a Change order, including additions and deductions, must be approved in writing by the Owner. Any change where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the city issued purchase order. The purchase order shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice.

The Contractor agrees to commence work within **Ten (10) consecutive Calendar Days** after the issuance of the purchase order and shall achieve Completion within **Seventy-Five (75)** consecutive Calendar Days.

Contractor's Initials

ARTICLE IV: Rights and Responsibilities of the Owner during Construction

Right to Retain Imperfect Work:
If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Owner decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:
If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension. The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:
If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Owner, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without

Contractor's Initials: OV

prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

ARTICLE V: Inspection by Contractor

The undersigned Contractor agrees to carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE VI: Clean up:

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout 10 | P a g e the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

ARTICLE VII: Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as he has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

ARTICLE VIII: Final Payment

When the Owner has made final acceptance, the Contractor shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Owner, the

Contractor's Initials: OV

Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

ARTICLE IX: E-Verify (Verification of Employment Status)

The E-Verify System means an internet based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. In accordance with, §448.095, Florida Statutes, the CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If the CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, the Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Every Contractor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Contractor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary)

ARTICLE X: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE XI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE XII: Insurance Requirements

Workers Compensation: Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability: Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

Contractor's Initials

City Additional Insured Personal and Adv Ini $1,000,000
Independent Contractors
Property Damage - Each Occurrence $ 500,000
Aggregate $ 500,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000
Any Auto Bodily Injury (Per Person) $ 300,000
Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $
Property Damage (Per Accident) $ 500,000
Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.
Contractor must notify owner of any cancellation of policy within 30 days of cancellation.

Worker's Compensation Insurance:
The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protect under such provisions.

Contractor's Public Liability and Property Damage Insurance:
The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

ARTICLE XIII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- Quote, #

The Contractor must provide the following documents within fourteen (14) days upon execution

Contractor's Initials: BV

of this agreement. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE XIV: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE XV: Termination

Termination for Convenience:

The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate:

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Contractor's Initials _____

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

Article XVI: Assignment

The Contractor shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

ARTICLE XVII: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

ARTICLE XVIII: Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for

Contractor's Initials: DV

the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

CITY OF NEW SMYRNA BEACH

_____

Fred E. Cleveland, Mayor

Dated:

Approved as to form and correctness;

_____

Carrie Avallone, City Attorney

Dated:

WITNESSES:

_____

CONTRACTOR

By: _____

Dated: 5-1-23

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2023 under Agenda Item No. .

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
Express Insurance, Inc. 710 Miami Springs Dr. Suite #120 Longwood FL 32779	CONTACT NAME: Greg Hemming PHONE (A/C, No, Ext): (407) 215-7318 FAX (A/C, No): E-MAIL ADDRESS: greg@express-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Champlain Specialty Insurance Company	16384
INSURED	INSURER B : NAUTILUS INS CO	17370
Certified Best Roofing, Inc. 1065 E Broadway St #2 Oviedo FL 32765	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		CSAR-CGL-0000051-02	02/03/2023	02/03/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CEAU320963	02/03/2023	02/03/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y		NN1498955	02/03/2023	02/03/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of New Smyrna Beach is an additional insured per form MEGL 0009-01 09 18 and waiver of subrogation in the favor of City of New Smyrna Beach per form MEGL 0241-01 05 16 applies if required by written contract.

CERTIFICATE HOLDER

City Of New Smyrna Beach

210 Sams Ave

New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER THE APPROVAL FOR THE STREET RESURFACING SCHEDULE FOR FISCAL YEAR 2023 AND APPROVAL OF A PIGGYBACK CONTRACT WITH HALIFAX PAVING.

May 9, 2023

Background:

The City's Engineering Staff and Maintenance Operations Department have been working together over the past few weeks to develop the next round of roads to be resurfaced utilizing both the data from the IMS Pavement Management Analysis and economies of scale to group roads needing resurfacing together to get the best prices available. Voluminous data was collected by the laser technology system utilized by IMS to determine the condition of each road segment; the easiest component to refer to is the Pavement Condition Index (PCI) score. The Pavement Condition Index is calculated as: PCI + 33% Roughness Index + 67% Surface Distress Index. The lower the PCI, the more the road surface/base has deteriorated. The recommended list of streets for this year's work is attached and includes a total cost of $2.5 million with the stripping costs. The PCI's for the roads included on this year's list are 37 to 70 with an average of 58. Significant cost savings are realized by grouping road segments within proximity of 1/4-mile. Staff has included a group of spare streets to be approved as well in case of replacing any of the original streets due to unforeseen circumstances or ability to add streets as we get closer to the end of the project. Engineering, Maintenance Operations, and Utilities Commission all agree on these segments. The City will be piggybacking off of the Seminole County resurfacing contract IFB-603616-19/BJC that expires 12/25/23 utilizing Halifax Paving Inc. The services provided by the contractor will include mobilization, milling, resurfacing, and pavement markings. County bid documents are attached for reference.

Fiscal Analysis:

$2,500,000 from ARPA Funding from code 302

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

NSB PIGGYBACK W ORIGINAL CONTRACT AND BID.pdf
Halifax Quote for Resurfacing.pdf
Halifax-COI.PDF
Streets list_(2).xlsx

Halifax Paving, Inc. Pavement Management Program Services IFB-603616-19/BJC

The City of New Smyrna Beach ("City") enters this "Piggyback" Contract with **Halifax Paving, Inc.** (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of New Smyrna Beach allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with **Seminole County,** said contract being identified as: **Pavement Management Program Services IFB-603616-19/BJC,** (said original contract being referred to as the "original government contract").

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of New Smyrna Beach, as follows:

a) Period ("Term") of the Agreement: 4/23 – 4/24

b) Insurance Requirements: In addition to the requirements in Exhibit A, Vendor shall provide certificate of insurance naming the City of New Smyrna Beach as an additional insured.

c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, CITY HALL, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FLORIDA 32168, CLERK@CITYOFNSB.COM, (386) 424-2407.

d) Address change for the City of New Smyrna Beach: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of New Smyrna Beach, attention of City Manager, at City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168. The designated representative for this contract is David Ray, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, telephone number **386-424-2202**, and email dray**@cityofnsb.com.**

e) Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Volusia County, Florida. Litigation between the parties arising out of this contract must be in Volusia County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

f) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Volusia County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

g) All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of New Smyrna Beach and the Vendor.

Entered this _____ day of_____, 2023.

ATTEST

Amanda L Durrance

Authorized Signature

AMANDA L DURRANCE, SEC/TREAS.

Print Name and Title

Halifax Paving, Inc.

Authorized Signature

THOMAS A. DURRANCE, PRES.

Print Name and Title

Date: 4-18-23

ATTEST

_____

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

_____

Fred Cleveland, Mayor

Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____Carrie Avallone City Attorney

EXHIBIT A

RESOURCE MANAGEMENT DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

September 8, 2022

Halifax Paving, Inc
814 Hull Road
Ormond Beach, FL 32174

Re: Renewal #1 –IFB-603616-19/BJC- Term Contract for Pavement Management Program Services

To Whom It May Concern:

Pursuant to Seminole County Purchasing Code Section 3.554(4), this notice shall serve as authorization to renew the above agreement from **December 26, 2022 through December 25, 2023** as approved by the Seminole County Board of County Commissioners. Current pricing, terms and conditions shall remain the same.

Please remember to keep this office up to date with a current certificate of insurance *with the above contract number referenced on the certificate* as required in the original, contract agreement.

Appropriate County departments and divisions will be notified of this Contract renewal action.

Thank you for your interest in doing business with Seminole County. If you have any questions or need further assistance, please contact our office.

Sincerely,

Maria A. Green

Maria A. Green
Procurement Analyst I

cc: Public Works Department/Engineering Division
County Comptroller's Office
County Attorney's Office
File

TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)

THIS AGREEMENT is dated as of the 26 day of December 20 19, by and between **HALIFAX PAVING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 814 Hull Road, Ormond, Beach, Florida 32174, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Charit Colin DEPUTY CLERK

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services.

(a) Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) All contractors will be invited to participate in the quoting process for each project as directed by COUNTY's representative. Detailed technical information will be provided to each contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in this Agreement. The final bids will normally be submitted on either a lump

sum bid or unit price basis, as stipulated by COUNTY's representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in COUNTY representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no

event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

For CONTRACTOR:

Halifax Paving, Inc.
Post Office Box 730549
Ormond Beach, Florida 32173

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Sandra L. Arcieri
Print Name

Witness

SHERRI KUNEMAN
Print Name

HALIFAX PAVING, INC.

JOSEPH L. DURRANCE.

Vice President
Title

12-17-2019
Date

[Balance of this page intentionally blank; signature page continues on Page 21.]

SEMINOLE COUNTY, FLORIDA

By: _____
BETSY COHEN, Acting Purchasing and Contracts Manager

Date: 12/26/19

_____
Witness

Victoria Hewett
Print Name

_____
Witness

_____
Print Name

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its 12/10, 2019, regular meeting.

Approved as to form and legal sufficiency.

_____
County Attorney

DGS/dre
11/6/19
Attachments:
Exhibit A - Scope of Services and Fee Structure
Exhibit B - Sample Release Order
T:\Users\Legal Secretary CSB\Purchasing 2019\IFB-603616-19 BJC Halifax Paving.docx

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	**IFB-603616-19/BJC** **PAVEMENT MANAGEMENT PROGRAM FOR SEMINOLE COUNTY - REBID**

Due Date:

October 23, 2019 at 2:00 PM (Eastern Standard Time)

Location of Public Opening:
Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771

Proposer Name: HALIFAX PAVING, INC.	Federal Employer ID Number: 59-1233559
Mailing Address: P.O. Box 730549	If returning as a "No Submittal", state reason (**if so, return only this page**):
City, State, Zip: ORMOND BEACH, FL 32173	
Type of Entity **(Circle one)**: (Corporation) Partnership Proprietorship Joint Venture Incorporated in the State of: FLORIDA List of Principals: THOMAS A. DUZZANCE, PRESIDENT JOSEPH L. DUZZANCE, V.P. / AMANDA L. DUZZANCE, SECT. TREASURER	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers** 1 **through** 2 **:** Authorized Signature (Manual) 10-23-19 Date
Email Address: HALIFAXPAVING@CFL.RR.COM	Typed Name: JOSEPH L. DUZZANCE
Telephone Number: 386-676-0200	Title: VICE - PRESIDENT
Fax Number: 386-676-0803	Date: 10-23-19

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

EXHIBIT A
Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) $500.00** for each day for minor streets/roads.
Payment for LD is set at a rate of **(-) $1000.00** for each day for major roads.
A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.
Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed $1500 per day**. (Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.
Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Halifax Paving, Inc.

Mailing Address: P.O. Box 730549 Ormond Beach, FL 32173-0549

Street Address: 814 Hull Road

City/State/Zip: Ormond Beach, FL 32174

Phone Number: (386)676-0200 FAX Number: (386)676-0803

E-Mail Address: halifaxpaving@cfl.rr.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal:	$ 21,326,500.00
Group II - Sand and Seal in-place	Subtotal:	$ 85,650.00
Group III - Milling	Subtotal:	$ 821,000.00
Group IV - Striping	Subtotal:	$ 98,470.00
Group V - Miscellaneous Items	Subtotal:	$ 111,000.00
Group VI - Asphalt Materials (materials only)	Subtotal:	$ 309,800.00
Group VII - Earthwork	Subtotal:	$ 1,191,500.00
TOTAL BID:	$	23,943,920.00

Performance/Payment/Material-Workmanship Bonds Costs: $ 150,000.00
(Do not include in Unit Costs)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons $ 200.00 /Ton Total: $ 10,000.00	Estimated 300 Tons $ 160.00 /Ton Total: $ 48,000.00	Estimated 1,800 Tons $ 110.00 /Ton Total: $ 198,000.00	Estimated 3,800 Tons $ 95.00 /Ton Total: $ 361,000.00	Estimated 6,000 Tons $ 90.00 /Ton Total: $ 540,000.00	$ 1,157,000.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons $ 200.00 /Ton Total: $ 20,000.00	Estimated 600 Tons $ 160.00 /Ton Total: $ 96,000.00	Estimated 2,600 Tons $ 110.00 /Ton Total: $ 286,000.00	Estimated 6,000 Tons $ 95.00 /Ton Total: $ 570,000.00	Estimated 18,000 Tons $ 90.00 /Ton Total: $ 1,620,000.00	$ 2,592,000.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons $ 220.00 /Ton Total: $ 11,000.00	Estimated 300 Tons $ 160.00 /Ton Total: $ 48,000.00	Estimated 1,800 Tons $ 125.00 /Ton Total: $ 225,000.00	Estimated 3,800 Tons $ 115.00 /Ton Total: $ 437,000.00	Estimated 6,000 Tons $ 115.00 /Ton Total: $ 690,000.00	$ 1,411,000.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons $ 220.00 /Ton Total: $ 22,000.00	Estimated 600 Tons $ 160.00 /Ton Total: $ 96,000.00	Estimated 2,600 Tons $ 125.00 /Ton Total: $ 325,000.00	Estimated 8,000 Tons $ 115.00 /Ton Total: $ 920,000.00	Estimated 20,000 Tons $ 115.00 /Ton Total: $ 2,300,000.00	$ 3,663,000.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons $ 250.00 /Ton Total: $ 20,000.00	Estimated 300 Tons $ 200.00 /Ton Total: $ 60,000.00	Estimated 1,800 Tons $ 180.00 /Ton Total: $ 324,000.00	Estimated 3,800 Tons $ 150.00 /Ton Total: $ 570,000.00	Estimated 6,000 Tons $ 140.00 /Ton Total: $ 840,000.00	$ 1,814,000.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons $ 200.00 /Ton Total: $ 20,000.00	Estimated 400 Tons $ 140.00 /Ton Total: $ 56,000.00	Estimated 2,000 Tons $ 125.00 /Ton Total: $ 250,000.00	Estimated 6,000 Tons $ 115.00 /Ton Total: $ 690,000.00	Estimated 8,000 Tons $ 115.00 /Ton Total: $ 920,000.00	$ 1,936,000.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons $ 200.00 /Ton Total: $ 20,000.00	Estimated 600 Tons $ 140.00 /Ton Total: $ 84,000.00	Estimated 2,600 Tons $ 125.00 /Ton Total: $ 325,000.00	Estimated 8,000 Tons $ 115.00 /Ton Total: $ 920,000.00	Estimated 20,000 Tons $ 115.00 /Ton Total: $ 2,300,000.00	$ 3,649,000.00

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons **$ 200.00 /Ton** Total: $ 10,000.00	Estimated 300 Tons **$ 150.00 /Ton** Total: $ 45,000.00	Estimated 1,800 Tons **$ 150.00 /Ton** Total: $ 270,000.00	Estimated 3,800 Tons **$ 125.00 /Ton** Total: $ 475,000.00	Estimated 6,000 Tons **$ 120.00 /Ton** Total: $ 720,000.00	**$ 1,520,000.00**
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons **$ 200.00 /Ton** Total: $ 16,000.00	Estimated 300 Tons **$ 200.00 /Ton** Total: $ 60,000.00	Estimated 1,800 Tons **$ 150.00 /Ton** Total: $ 270,000.00	Estimated 3,800 Tons **$ 150.00 /Ton** Total: $ 570,000.00	Estimated 6,000 Tons **$ 140.00 /Ton** Total: $ 840,000.00	**$ 1,756,000.00**
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons **$ 200.00 /Ton** Total: $ 16,000.00	Estimated 400 Tons **$ 200.00 /Ton** Total: $ 80,000.00	Estimated 1,800 Tons **$ 150.00 /Ton** Total: $ 270,000.00	Estimated 3,800 Tons **$ 150.00 /Ton** Total: $ 570,000.00	Estimated 6,000 Tons **$ 140.00 /Ton** Total: $ 840,000.00	**$ 1,776,000.00**
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons **$ 250.00 /Ton** Total: $ 12,500.00	Estimated 200 Tons **$ 200.00 /Ton** Total: $ 40,000.00				**$ 52,500.00**
						TOTAL FOR GROUP I	**$ 21,326,500.00**

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand (Section 916)	Estimated 500 SY $ 1.50 /SY Total: $ 750.00	Estimated 1500 SY $ 1.00 /SY Total: $ 1,500.00	Estimated 2500 SY $ 0.90 /SY Total: $ 2,250.00	Estimated 3500 SY $ 0.90 /SY Total: $ 3,150.00	$ 7,650.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY $ 25.00 /SY Total: $ 12,500.00	Estimated 1500 SY $ 12.00 /SY Total: $ 18,000.00	Estimated 2500 SY $ 8.50 /SY Total: $ 21,250.00	Estimated 3500 SY $ 7.50 /SY Total: $ 26,250.00	$ 78,000.00
					TOTAL FOR GROUP II	$ 85,650.00

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY **$ 5.00 /SY Inch** Total: $ 5,000.00	Estimated 2,000 SY **$ 4.00 /SY Inch** Total: $ 8,000.00	Estimated 8,000 SY **$ 3.00 /SY Inch** Total: $ 24,000.00	Estimated 30,000 SY **$ 1.50 /SY Inch** Total: $ 45,000.00	**$ 82,000.00**
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Matlerial delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY **$ 10.00 /SY Inch** Total: $ 10,000.00	Estimated 3,000 SY **$ 7.00 /SY Inch** Total: $ 21,000.00	Estimated 10,000 SY **$ 5.00 /SY Inch** Total: $ 50,000.00	Estimated 40,000 SY **$ 4.00 /SY Inch** Total: $ 160,000.00	**$ 241,000.00**
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY **$ 10.00 /SY Inch** Total: $ 10,000.00	Estimated 4,000 SY **$ 7.00 /SY Inch** Total: $ 28,000.00	Estimated 12,000 SY **$ 5.00 /SY Inch** Total: $ 60,000.00	Estimated 50,000 SY **$ 4.00 /SY Inch** Total: $ 200,000.00	**$ 298,000.00**
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY **$ 10.00 /SY Inch** Total: $ 10,000.00	Estimated 2,000 SY **$ 7.00 /SY Inch** Total: $ 14,000.00	Estimated 6,000 SY **$ 5.00 /SY Inch** Total: $ 30,000.00	Estimated 20,000 SY **$ 4.00 /SY Inch** Total: $ 80,000.00	**$ 134,000.00**
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY **$ 8.00 /SY Inch** Total: $ 8,000.00	Estimated 2,000 SY **$ 6.00 /SY Inch** Total: $ 12,000.00	Estimated 4,000 SY **$ 4.00 /SY Inch** Total: $ 16,000.00	Estimated 10,000 SY **$ 3.00 /SY Inch** Total: $ 30,000.00	**$ 66,000.00**
					TOTAL FOR GROUP III	**$ 821,000.00**

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	$ 6.00	$ 12,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	$ 4.00	$ 4,000.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	$ 4.00	$ 4,000.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	$ 0.50	$ 10,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	$ 5.00	$ 20,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	$ 6.00	$ 12,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	$ 0.50	$ 15,000.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	$ 5.50	$ 11,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	$ 85.00	$ 1,700.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	$ 85.00	$ 425.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	$ 85.00	$ 850.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	$ 85.00	$ 425.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	$ 85.00	$ 425.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	$ 85.00	$ 850.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	$ 85.00	$ 425.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	$ 85.00	$ 425.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	$ 85.00	$ 850.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	$ 52.00	$ 1,040.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	$ 50.00	$ 2,500.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	$ 50.00	$ 500.00
710-11-180	Temporary Pavement Markings, Paint, White, Yeild Line	10	LF	$ 5.50	$ 55.00
				TOTAL FOR GROUP IV	$ 98,470.00

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -$500.00 ED Total: -$500.00	**Do Not Include this Item in Bid Total**
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project **Not to Exceed 5% of Contract Total**	**Do Not Include this Item in Bid Total**
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Responce **$ 10,000.00 /EA**	**$ 10,000.00**
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. **(not to exceed $1500 per day)**	Estimated 30 ED **$ 1,500.00 /ED**	**$ 45,000.00**
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR **$ 75.00 /HR**	**$ 7,500.00**
102-99	Portable Changeable Message Sign	Estimated 1,000 ED **$ 20.00 /ED**	**$ 20,000.00**
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY **$ 20.00 /SY**	**$ 16,000.00**
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA **$ 100.00 /EA**	**$ 2,500.00**
425-7	Manhole Ring Adjustment	Estimated 25 EA **$ 200.00 /EA**	**$ 5,000.00**
525-1	Asphaltic Concrete Curb	Estimated 500 LF **$ 10.00 /LF**	**$ 5,000.00**
		TOTAL FOR GROUP V	**$ 111,000.00**

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 75.00 /Ton** Total: $ 75,000.00	Estimated 200 Tons **$ 100.00 /Ton** Total: $ 20,000.00	$ 95,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 75.00 /Ton** Total: $ 75,000.00	Estimated 200 Tons **$ 100.00 /Ton** Total: $ 20,000.00	$ 95,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 92.00 /Ton** Total: $ 18,400.00	Estimated 200 Tons **$ 120.00 /Ton** Total: $ 24,000.00	$ 42,400.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 92.00 /Ton** Total: $ 18,400.00	Estimated 200 Tons **$ 120.00 /Ton** Total: $ 24,000.00	$ 42,400.00
6-5	Asphalt Milling Material	Estimated 500 Tons **$ 20.00 /Ton** Total: $ 10,000.00	Estimated 500 Tons **$ 40.00 /Ton** Total: $ 20,000.00	$ 30,000.00
6-6	Tack Type RS-1/RS-2 **(Section 300)**	Estimated 1000 Gallons **$ 5.00 /Gal** Total: $ 5,000.00		$ 5,000.00
			TOTAL FOR GROUP VI	$ 309,800.00

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY $ 200.00 /CY Total: $ 10,000.00	Estimated 100 CY $ 150.00 /CY Total: $ 15,000.00	Estimated 500 CY $ 65.00 /CY Total: $ 32,500.00	Estimated 800 CY $ 50.00 /CY Total: $ 40,000.00	$ 97,500.00
120-6	Embankment	Estimated 50 CY $ 20.00 /CY Total: $ 1,000.00	Estimated 100 CY $ 20.00 /CY Total: $ 2,000.00	Estimated 500 CY $ 20.00 /CY Total: $ 10,000.00	Estimated 800 CY $ 20.00 /CY Total: $ 16,000.00	$ 29,000.00
121-70	Flowable Fill	Estimated 50 CY $ 250.00 /CY Total: $ 12,500.00	Estimated 100 CY $ 200.00 /CY Total: $ 20,000.00			$ 32,500.00
Pay Item No.	**Description**	**0-500 SY/Job**	**501-1000 SY/Job**	**1001-1500 SY/Job**	**Over 1500 SY/Job**	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY $ 15.00 /SY Total: $ 7,500.00	Estimated 2000 SY $ 12.00 /SY Total: $ 24,000.00	Estimated 3000 SY $ 10.00 /SY Total: $ 30,000.00	Estimated 4000 SY $ 10.00 /SY Total: $ 40,000.00	$ 101,500.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY $ 15.00 /SY Total: $ 7,500.00	Estimated 1000 SY $ 12.00 /SY Total: $ 12,000.00	Estimated 1500 SY $ 12.00 /SY Total: $ 18,000.00	Estimated 2000 SY $ 12.00 /SY Total: $ 24,000.00	$ 61,500.00

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	Sum of Extended Cost
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY $ 20.00 /SY Total: $ 10,000.00	Estimated 1000 SY $ 15.00 /SY Total: $ 15,000.00	Estimated 1500 SY $ 15.00 /SY Total: $ 22,500.00	Estimated 2000 SY $ 15.00 /SY Total: $ 30,000.00	$ 77,500.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY $ 25.00 /SY Total: $ 12,500.00	Estimated 1000 SY $ 20.00 /SY Total: $ 20,000.00	Estimated 1500 SY $ 20.00 /SY Total: $ 30,000.00	Estimated 2000 SY $ 20.00 /SY Total: $ 40,000.00	$ 102,500.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY $ 70.00 /SY Total: $ 35,000.00	Estimated 2000 SY $ 65.00 /SY Total: $ 130,000.00	Estimated 3000 SY $ 65.00 /SY Total: $ 195,000.00	Estimated 4000 SY $ 65.00 /SY Total: $ 260,000.00	$ 620,000.00
570-1-2	Performance Turf, Sod	Estimated 500 SY $ 5.00 /SY Total: $ 2,500.00	Estimated 1000 SY $ 4.00 /SY Total: $ 4,000.00	Estimated 1500 SY $ 3.00 /SY Total: $ 4,500.00	Estimated 2000 SY $ 3.00 /SY Total: $ 6,000.00	$ 17,000.00
577-70	Shoulder Rework	Estimated 500 SY $ 15.00 /SY Total: $ 7,500.00	Estimated 1000 SY $ 10.00 /SY Total: $ 10,000.00	Estimated 1500 SY $ 10.00 /SY Total: $ 15,000.00	Estimated 2000 SY $ 10.00 /SY Total: $ 20,000.00	$ 52,500.00
					TOTAL FOR GROUP VII	$ 1,191,500.00

Company Name: Bidder HALIFAX PAVING, INC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	$ 21,326,500.00
Group II	Sand and Seal in-place	$ 85,650.00
Group III	Milling Existing Asphalt Pavement in-place	$ 821,000.00
Group IV	Temporary Pavement Marking in-place	$ 98,470.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	$ 111,000.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	$ 309,800.00
Group VII	Earthwork	$ 1,191,500.00
	TOTAL GROUP I THRU VII	$ 23,943,920.00

Company Name: Bidder HALIFAX PAVING, INC.

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

SHIP TO	

VENDOR	

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

ANALYST	

DELIVERY	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented; and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or altercation related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes.*

Rev. 6/2017

Brown & Brown of Florida, Inc.
P.O. Box 2412 • Daytona Beach, FL 32115-2412
386/252-9601 • 800/877-2769

December 13, 2019

Seminole County
1101 East 1st Street
Sanford, FL 32771

Re: Halifax Paving, Inc.

Obligee:	Seminole County
Project:	Term Contract for Pavement Management Program Services, IFB-603616-19/BJC
Bond No.:	107168205
Bond Amount:	$500,000.00

Gentlemen:

You are hereby authorized to date the Performance/Payment Bond and Power of Attorney on or after the date of the contract on the above project, provided that the contract is executed within a reasonable amount of time and that there are no material modifications to the contract the subject bond covers.

Travelers Casualty and Surety Company of America

Tyler D. DeBord Attorney-In-Fact

PERFORMANCE BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

Halifax Paving, Inc.
(Name of CONTRACTOR)

814 Hull Road, Ormond Beach, FL 32174
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-676-0200

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: 407-388-7822

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred & 00/100 ---------- DOLLARS ($ 500,000.00----------) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand ($500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statues, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to $500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to $500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 17th day of December, 2019.

ATTEST:

By: Amanda L Durrance
(Secretary)

Name: AMANDA L DURRANCE
(Typed or Printed)

PRINCIPAL/CONTRACTOR

Halifax Paving, Inc.

By:
(Officer)

Name: Joseph Durrance
(Typed or Printed)

Title: Vice President

Address: 814 Hull Road

City, ST ZIP: Ormond Beach, FL 32174

Witness
Sandra L. Arcieri
Print Name

Witness
SHERRI KUNEMAN
Print Name

(Surety Signature Page Follows)

ATTEST:

By: Not Applicable
(Secretary)

Name: _____
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Officer)

Name: Tyler D. DeBord
(Typed or Printed)

Title: Attorney-In-Fact

Address: PO Box 2412

City, ST ZIP: Daytona Beach, FL 32115

Ph: 386-239-5703

Witness
Ashley Tyree
Print Name

Witness
Margie Hall
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Bond No. 107168205

PAYMENT BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

Halifax Paving, Inc.
(Name of CONTRACTOR)

814 Hull Road, Ormond Beach, FL 32174
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-676-0200

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: 407-388-7822

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS ($500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 17th day of December, 2019.

ATTEST:

By: Amanda L Durrance
(Secretary)

Name: AMANDA L DURRANCE
(Typed or Printed)

PRINCIPAL/CONTRACTOR

Halifax Paving, Inc.

By:
(Officer)

Name: Joseph Durrance
(Typed or Printed)

Title: Vice-President

Address: 814 Hull Road

City, ST ZIP: Ormond Beach, FL 32174

Witness
Sandra L. Arcieri
Print Name

Witness
SHERRI KUNEMAN
Print Name

(Surety Signature Page Follows)

ATTEST:

By: Not Applicable
(Secretary)

Name: _____
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Officer)

Name: Tyler D. DeBord
(Typed or Printed)

Title: Attorney-In-Fact

Address: PO Box 2412

City, ST ZIP: Daytona Beach, FL 32115

Ph: 386-239-5703

Witness
Ashley Tyree
Print Name

Witness
Margie Hall
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D. DeBord** of **Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of ,

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Brown & Brown of Florida, Inc.
P.O. Box 2412 • Daytona Beach, FL 32115-2412
386/252-9601 • 800/877-2769

December 13, 2019

Seminole County
1101 East 1st Street
Sanford, FL 32771

Re: Halifax Paving, Inc.

Obligee:	Seminole County
Project:	Term Contract for Pavement Management Program Services, IFB-603616-19/BJC
Bond No.:	107168205M
Bond Amount:	$250,000.00

Gentlemen:

You are hereby authorized to date the Maintenance Bond and Power of Attorney on or after the date of the contract on the above project, provided that the contract is executed within a reasonable amount of time and that there are no material modifications to the contract the subject bond covers.

Travelers Casualty and Surety Company of America

Tyler D. DeBord Attorney-In-Fact

MATERIAL AND WORKMANSHIP BOND
($250,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

Halifax Paving, Inc.
(Name of CONTRACTOR)

814 Hull Road, Ormond Beach, FL 32174
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-676-0200

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: 407-388-7822

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of $250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 17th day of December, 2019.

ATTEST:

By: Amanda L Durrance
(Secretary)

Name: AMANDA L DURRANCE
(Typed or Printed)

PRINCIPAL/CONTRACTOR

Halifax Paving, Inc.

By:
(Officer)

Name: Joseph Durrance
(Typed or Printed)

Title: Vice - President

Address: 814 Hull Road

City, ST ZIP: Ormond Beach, FL 32174

Witness

Sandra L. Arcieri
Print Name

Witness

SHERRI KUNEMAN
Print Name

(Surety Signature Page Follows)

ATTEST:

By: Not Applicable
(Secretary)

Name: _____
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Officer)

Name: Tyler D. DeBord
(Typed or Printed)

Title: Attorney-In-Fact

Address: PO Box 2412

City, ST ZIP: Daytona Beach, FL 32115

Ph: 386-239-5703

Witness
Ashley Tyree
Print Name

Witness
Margie Hall
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D. DeBord** of **Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of ,

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SEMINOLE COUNTY GOVERNMENT

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD, FLORIDA
32771-1468

IFB-603616-19/BJC – Pavement Management Program for Seminole County

Agenda Memorandum

Title:

Award IFB-603616-19/BJC – Pavement Management Program for Seminole County to Halifax Paving, Inc., Ormond Beach; Hubbard Construction Company, Winter Park; Middlesex Paving, LLC, Orlando; P&S Paving, Inc., Daytona Beach; Preferred Materials, Inc. – Asphalt Division, Orlando; and Ranger Construction Industries, Inc., Winter Garden, and authorize the Purchasing and Contracts Division to issue Purchase Orders on an as needed basis. Countywide (Betsy Cohen, Interim Purchasing and Contracts Manager) Requesting Department/Division – Public Works Department/Roads-Stormwater Division.

Authorized By:

Lorie Bailey-Brown

Contact/Phone Number:

Betsy Cohen - 407-665-7112

Background:

IFB-603507-19/BJC will provide for qualified Contractors to provide all materials, delivery, labor, transportation, coordination, insurance, bonds and incidentals necessary to perform services and to furnish products for the Seminole County Pavement Management Program as specified in the IFB documents. Contractors must be Florida Department of Transportation (FDOT) Prequalified in the following categories: Hot Plant-mixed Bituminous Courses and Flexible Paving and must be able to maintain such qualifications through the term of the Agreements.

This project was publicly advertised and the County received six (6) bids in response to the solicitation. The Review Committee which consisted of David Andrews, Jr., project Manager I; Michael Garcia, Program Manager II; and Stephen Miller, Engineer, reviewed the submittals.

Authorization for services by the Contractor under these Agreements shall be in the form of Release Orders issued and executed by the County. All contractors will be invited to participate in the quoting process for each project as directed by the County representative. Detailed technical information will be provided to each contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in the Agreements. The final bids will be normally submitted on either a lump sum or unit price basis, as stipulated by the County Representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in the County Representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

The Agreements shall take effect on the date of execution by the County and shall run for a period of three (3) years. At the sole option of the County, these Agreements may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage for these services is $6,800,000.00.

Staff Recommendation:

Staff recommends the Board to award IFB-603616-19/BJC – Pavement Management Program for Seminole County to Halifax Paving, Inc., Ormond Beach; Hubbard Construction Company, Winter Park; Middlesex Paving, LLC, Orlando; P&S Paving, Inc., Daytona Beach; Preferred Materials, Inc. – Asphalt Division, Orlando; and Ranger Construction Industries, Inc., Winter Garden, and authorize the Purchasing and Contracts Division to issue Purchase Orders on an as needed basis.

ATTACHMENTS:

Description

- Tabulation
- Consensus
- Agreement for Halifax Paving, Inc
- Agreement for Hubbard Construction Company
- Agreement for Middlesex Paving
- Agreement for P&S Paving
- Agreement for Preferred Materials - Asphal Division
- Agreement for Ranger Construction

Purchasing and Contracts Division

RE-BID

IFB-603616-19/BJC

PAVEMENT MANAGEMENT PROGRAM

SEMINOLE COUNTY FLORIDA

Due Date: 10/23/2019

Pavement Management Program for Seminole County – IFB-603616-19/BJC
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SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	**IFB-603616-19/BJC** **PAVEMENT MANAGEMENT PROGRAM FOR SEMINOLE COUNTY - REBID**

Due Date:

October 23, 2019 at 2:00 PM (Eastern Standard Time)

Location of Public Opening:
Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771

Proposer Name:	Federal Employer ID Number:
Mailing Address:	If returning as a "No Submittal", state reason (**if so, return only this page**):
City, State, Zip:	
Type of Entity **(Circle one)**: Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: _____ List of Principals: _____ _____	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers_____ through_____:** _____ Authorized Signature (Manual) Date
Email Address:	Typed Name:
Telephone Number:	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1
Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916).**

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) $500.00** for each day for minor streets/roads.
Payment for LD is set at a rate of **(-) $1000.00** for each day for major roads.
A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.
Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed $1500 per day**. (Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.
Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12” Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No. 160-4 12” Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6” Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Part 2
Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person regarding this IFB or their written bid at any time prior to the posting on the COUNTY's Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your bid. Interpretation of this clause will be solely at the discretion of the County.

PUBLIC OPENING: Written bids shall be received at PCD in the specified location, date and time (considered to be the deadline for submission) as referenced in the Formal Notice for this IFB, unless otherwise revised via posted Addenda. As soon as possible thereafter, the names of the Bidders that submitted written bids for this IFB shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-1772.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (www.seminolecountyfl.gov/purchasing)

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive written submittals in hard copy form as stated in the Formal Notice. The outside of the envelope/container must be identified with this IFB Number and Title referenced within the Formal Notice for this IFB. The envelope/container must also include the Bidder's name and return business address. No electronic bid submissions by email or other electronic method will be accepted. **Bids received after the scheduled due date and time for submission shall be returned unopened.** The scheduled due date and time for submission will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in PCD shall serve as the official authority to determine lateness of any bid. The COUNTY cautions all Bidders to ensure actual delivery of mailed or hand-delivered bids prior to the scheduled due date and time for submission that has been set for receiving bids. Telephone confirmation of timely receipt of any bid should be made by calling (407) 665-7116, before the 2:00 deadline.

The Bidder is required to submit **FIVE (5) COMPLETE SETS** in hard copy (one [1] original and **four [4**] copies), **plus ONE (1) ELECTRONIC FORMATTED file** of their complete written submittal. The Bidder should submit their written bid in person or by mail in hard copy form. The electronic formatted file should not include information in addition to that being provided in the original hard copy submittal. If additional information is received, PCD will serve notice to the Bidder that the additional information will not be considered under this IFB solicitation.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the scheduled due date and time for submission. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity, display proper identification and provide a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidder. **At its sole discretion, the COUNTY may request additional information should the COUNTY deem it necessary.**

INQUIRIES: All Bidders should carefully examine the IFB documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing prior to the scheduled due date and time for submission. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the

Bidder of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the IFB documents including the attached Draft Term Contract, shall be requested in writing, and received by PCD Contact Person at least seven (7) calendar days prior to the scheduled due date and time for submission. Written requests can be submitted via e-mail: **bcohen @seminolecountyfl.gov**. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this IFB.

ADDENDA: Should revisions to the IFB documents become necessary; the COUNTY will post Addenda information on the COUNTY's Website. All Bidders should check the COUNTY's Website or notify PCD Contact Person to verify information regarding Addenda. Failure to do so may result in rejection of the Bidder's submitted bid and a determination as "Non-Responsive". **By execution of the Formal Notice for this IFB, the Bidder acknowledges receipt of all Addenda issued under this solicitation**. Addenda information will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing). It is the sole responsibility of the Bidder to ensure that they obtain information related to any Addenda.

SELECTION PROCESS AND AWARD: The award will be made in the best interest of the COUNTY, as determined by the COUNTY, based upon the low total price and/or line-item by line-item, to the Lowest Responsible Bidder(s) that meet the requirements listed in this solicitation. The COUNTY will determine the method that will more benefit the organization. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS." Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

(a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
(b) Evidence of collusion among Bidders.
(c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
(d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
(e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
(f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
(g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.
(h) Non-compliance with the submittal requirements of these Instructions to Bidders.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

(a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
(b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
(d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.
(e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.
(f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
(g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.
(h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
(i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.
(j) The type, structure and experience of the local or branch management proposed.
(k) Quality Control Program.
(l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.
(m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this IFB. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this IFB.

ACCURACY OF BID INFORMATION: By submission of a bid, Bidder acknowledges that they have carefully examined the IFB documents and agrees to furnish the services/products specified in the solicitation at the prices, rates or discounts as proposed. Bidders agree that their bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a bid, Bidder agrees to abide by all conditions of this bid and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Bidder certifies that all information contained in their bid is truthful to the best of their knowledge and belief. Bidder further certifies that they are duly authorized to submit this bid on behalf of the vendor/Bidder as its act and deed and that the vendor/Bidder is ready, willing and able to perform if selected.

INSURANCE: A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

The COUNTY recommends that all Bidders review the insurance requirements listed within the Draft Term Contract with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Term Contract. The COUNTY reserves the right to reject the award to any Bidder that fails to provide the insurance as required within the COUNTY's Term Contract.

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the

responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

The following licensing requirements shall apply when the applicable Florida Statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation. (a) State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work; (b) Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid; (c) Bidder shall provide copies of all applicable licenses with their Bid Proposal; and (d) Subcontractors contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County.

OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.): In instances where such is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by Bidders must meet and conform to all O.S.H.A. requirements; the Bidder's signature upon the bid proposal form being by this reference considered a certification of such fact.

POSTING OF RECOMMENDATION AND INTENT OF AWARD: The recommendation and intent to award for this IFB will be posted on the COUNTY's Website (www.seminolecountyfl.gov/purchasing) prior to submission for final approval of award. Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon recommendation and intent to award this IFB as posted to the COUNTY's website or within thirty (30) calendar days after closing, bids are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the IFB documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the IFB shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Bidder shall not be subject to public disclosure under the Public Records Law; however, the Bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure the Term Contract for this IFB, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Term Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Term Contract at its sole discretion, without liability and to deduct from the Term Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION / DISQUALIFICATION: The COUNTY reserves the right to accept and make award to those Bidders, who in the opinion of the COUNTY, will be in the best interest of and/or the most advantageous to the COUNTY. The COUNTY reserves the right to reject all bids/proposals, make

multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety. The COUNTY reserves the right to reject the bid of any Bidder who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who, in the COUNTY's opinion, is not in a position to perform properly under this award. The COUNTY reserves the right to inspect all facilities of Bidders in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement.

More than one (1) bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one proposal submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents and any addenda issued under this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance and experience with the County. This information may be used to determine the Bidder’s responsibility.

BIDS TO REMAIN FIRM. All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty day period may be made only by mutual agreement between Seminole County and the Selected Bidder. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PURCHASING CODE: The Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this IFB in their entirety.

AFFIRMATION: By submission of a bid, the Bidder affirms that their bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The Bidder agrees to abide by all conditions of this IFB and the resulting Term Contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

DRUG-FREE WORKPLACE COMPLIANCE: Bidder shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the bid and all agreements as a result of this solicitation.

PUBLIC ENTITY CRIME: Any Person or affiliate, as defined in Section 287.133 of the Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

UNIFORM COMMERCIAL CODE: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Bidder and the County for any terms and conditions not specifically stated in this solicitation.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS: Bidder, who feels the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this IFB and prior to the due date.

PAYMENT TERMS/DISCOUNTS: The County's payment terms are in accordance with Section 218, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

PRICE REDETERMINATIONS.

1. **During the Renewal Term:** Petitions for price redeterminations **must** be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. **Outside the Renewal Term:** Petitions for price redeterminations **must** be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be

allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

BASIS FOR PRICE REDETERMINATIONS. The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. **The base index number for the ECI will be for the quarter in which the solicitation opens**. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

WAGE PRICE REDETERMINATION. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at www.bls.gov.

MINIMUM WAGE PRICE REDETERMINATION. If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

FUEL PRICE REDETERMINATION. If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum often (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

MATERIALS PRICE REDETERMINATION. At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price

redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

PRICE REDETERMINATION CALCULATION. All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was $158.73	264.52
Current PPI is $264.52	-158.73
	105.79

$105.79 divided by $158.73 = .666%
The unit cost of the service is $100.00
14% of $100.00 = $14.00
$14.00 x .666 = $9.32

The New Unit Price for the service is $109.32 (105.79 + 9.32)

EXPIRATION UPON FAILURE TO AGREE TO PRICE REDETERMINATION. If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

PRICE/DELIVERY: Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing escalator clauses will not be considered unless specifically requested in the bid specifications.

Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. F.O.B. POINT: The F.O.B. point shall be destination. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to cancel the order or contract and make the purchase elsewhere and the Contractor will be required to compensate the County for the difference in price paid for the alternate product. The Contractor shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

BID FORMS: All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

METHOD OF ORDERING: The County shall issue Purchase Orders against the contract on an as needed basis for the supplies or services listed on the Bid Proposal Form.

The County reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

Part 3
Instructions for the preparation of Bids

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects. Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. **You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response. **The bid must be divided into the following three (3) sections:**

1. REQUIRED SUBMITTALS:

Bidder Information – Page #1 of Package
Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.
License Sanctions: Regulatory/license agency sanctions within the past 5 years.
Attachment A - Conflict of Interest Statement (Rev. 9/3/2014)
Attachment B - Compliance with the Public Records Law (Rev. 3/27/14)
Attachment C - Worker's Compensation Form (Rev. 3/22/12)
Attachment D - Taxpayer Identification No. and Certification W-9 Form (Rev. 12-2014)
Attachment E – Drug Free Work Place (Rev. 2/13/06)
Attachment F - Americans with Disabilities Act Affidavit (Rev. 6/15/01) (If applicable)

2. QUALIFICATIONS AND PAST PERFORMANCE: The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

A. Bidder must provide a minimum of five (5) previous and current clients including name, address, phone number, fax numbers, e-mail address, contact person and a brief description of the services/materials/equipment provided. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance on prior projects/programs, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.

B. Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories and submit copies of their certifications with their bids:

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

C. Sub-contractors. Provide list of proposed sub-contractors (if any) to be utilized.

D. Bidder shall provide detailed methodology and approach from the time an order is placed to the time of completion.

E. Bidder must describe ability to control the quality of materials and work to be provided.

F. Bidders are required to supply asphalt to Seminole County from their own FDOT Certified Asphalt Plant. Bidder must state the plants to be utilize for this purpose.

3. **PRICE BID:** The Bid Proposal shall be submitted on the forms included herein. Prices not submitted on the attached forms shall render the Bid non-responsive.

Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: ( ) _____ FAX Number: ( ) _____

E-Mail Address: _____

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal:	$ _____ -
Group II - Sand and Seal in-place	Subtotal:	$ _____ -
Group III - Milling	Subtotal:	$ _____ -
Group IV - Striping	Subtotal:	$ _____ -
Group V - Miscellaneous Items	Subtotal:	$ _____ -
Group VI - Asphalt Materials (materials only)	Subtotal:	$ _____ -
Group VII - Earthwork	Subtotal:	$ _____ -
TOTAL BID:		$ _____ -

Performance/Payment/Material-Workmanship Bonds Costs: $ _____ -
(Do not include in Unit Costs)

The Price Schedule is available in EXCEL format under a separate file.

Any manipulations of these documents would be grounds for disqualification and may be grounds for fraud and misrepresentation.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons **$ .00 /Ton** Total: $ .00	Estimated 300 Tons **$ .00 /Ton** Total: $ .00	Estimated 1,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 3,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	$ -
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons **$ .00 /Ton** Total: $ .00	Estimated 600 Tons **$ .00 /Ton** Total: $ .00	Estimated 2,600 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	Estimated 18,000 Tons **$ .00 /Ton** Total: $ .00	$ -
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons **$ .00 /Ton** Total: $ .00	Estimated 300 Tons **$ .00 /Ton** Total: $ .00	Estimated 1,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 3,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	$ -
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons **$ .00 /Ton** Total: $ .00	Estimated 600 Tons **$ .00 /Ton** Total: $ .00	Estimated 2,600 Tons **$ .00 /Ton** Total: $ .00	Estimated 8,000 Tons **$ .00 /Ton** Total: $ .00	Estimated 20,000 Tons **$ .00 /Ton** Total: $ .00	$ -
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons **$ .00 /Ton** Total: $ .00	Estimated 300 Tons **$ .00 /Ton** Total: $ .00	Estimated 1,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 3,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	$ -
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons **$ .00 /Ton** Total: $ .00	Estimated 400 Tons **$ .00 /Ton** Total: $ .00	Estimated 2,000 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	Estimated 8,000 Tons **$ .00 /Ton** Total: $ .00	$ -
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons **$ .00 /Ton** Total: $ .00	Estimated 600 Tons **$ .00 /Ton** Total: $ .00	Estimated 2,600 Tons **$ .00 /Ton** Total: $ .00	Estimated 8,000 Tons **$ .00 /Ton** Total: $ .00	Estimated 20,000 Tons **$ .00 /Ton** Total: $ .00	$ -

Company Name: Bidder

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons **$ .00 /Ton** Total: $ .00	Estimated 300 Tons **$ .00 /Ton** Total: $ .00	Estimated 1,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 3,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	$ -
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons **$ .00 /Ton** Total: $ .00	Estimated 300 Tons **$ .00 /Ton** Total: $ .00	Estimated 1,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 3,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	$ -
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons **$ .00 /Ton** Total: $ .00	Estimated 400 Tons **$ .00 /Ton** Total: $ .00	Estimated 1,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 3,800 Tons **$ .00 /Ton** Total: $ .00	Estimated 6,000 Tons **$ .00 /Ton** Total: $ .00	$ -
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons **$ .00 /Ton** Total: $ .00	Estimated 200 Tons **$ .00 /Ton** Total: $ .00				$ -
						TOTAL FOR GROUP I	$ -

Company Name: Bidder

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand (Section 916)	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 1500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2500 SY **$ 0.00 /SY** Total: $ .00	Estimated 3500 SY **$ 0.00 /SY** Total: $ .00	$ -
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY **$ .00 /SY** Total: $ .00	Estimated 1500 SY **$ .00 /SY** Total: $ .00	Estimated 2500 SY **$ .00 /SY** Total: $ .00	Estimated 3500 SY **$ .00 /SY** Total: $ .00	$ -
					TOTAL FOR GROUP II	$ -

Company Name: Bidder

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 2,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 8,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 30,000 SY **$ 0.00 /SY Inch** Total: $ .00	$ -
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Matlerial delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 3,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 10,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 40,000 SY **$ 0.00 /SY Inch** Total: $ .00	$ -
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 4,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 12,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 50,000 SY **$ 0.00 /SY Inch** Total: $ .00	$ -
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 2,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 6,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 20,000 SY **$ 0.00 /SY Inch** Total: $ .00	$ -
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 2,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 4,000 SY **$ 0.00 /SY Inch** Total: $ .00	Estimated 10,000 SY **$ 0.00 /SY Inch** Total: $ .00	$ -
					TOTAL FOR GROUP III	$ -

Company Name: Bidder

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
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Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	$ -	$ -
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	$ -	$ -
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	$ -	$ -
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	$ -	$ -
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	$ -	$ -
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	$ -	$ -
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	$ -	$ -
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	$ -	$ -
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	$ -	$ -
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	$ -	$ -
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	$ -	$ -
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	$ -	$ -
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	$ -	$ -
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	$ -	$ -
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	$ -	$ -
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	$ -	$ -
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	$ -	$ -
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	$ -	$ -
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	$ -	$ -
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	$ -	$ -
710-11-180	Temporary Pavement Markings, Paint, White, Yeild Line	10	LF	$ -	$ -
				TOTAL FOR GROUP IV	$ -

Company Name: Bidder

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Group V: **Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb**

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -$500.00 ED Total: -$500.00	**Do Not Include this Item in Bid Total**
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project **Not to Exceed 5% of Contract Total**	**Do Not Include this Item in Bid Total**
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Responce **$ 0.00 /EA**	$ -
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. **(not to exceed $1500 per day)**	Estimated 30 ED **$ 0.00 /ED**	$ -
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR **$ 0.00 /HR**	$ -
102-99	Portable Changeable Message Sign	Estimated 1,000 ED **$ 0.00 /ED**	$ -
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY **$ 0.00 /SY**	$ -
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA **$ 0.00 /EA**	$ -
425-7	Manhole Ring Adjustment	Estimated 25 EA **$ 0.00 /EA**	$ -
525-1	Asphaltic Concrete Curb	Estimated 500 LF **$ 0.00 /LF**	$ -
		TOTAL FOR GROUP V	$ -

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Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ .00 /Ton** Total: $ .00	Estimated 200 Tons **$ .00 /Ton** Total: $ .00	$ -
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ .00 /Ton** Total: $ .00	Estimated 200 Tons **$ .00 /Ton** Total: $ .00	$ -
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ .00 /Ton** Total: $ .00	Estimated 200 Tons **$ .00 /Ton** Total: $ .00	$ -
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ .00 /Ton** Total: $ .00	Estimated 200 Tons **$ .00 /Ton** Total: $ .00	$ -
6-5	Asphalt Milling Material	Estimated 500 Tons **$ .00 /Ton** Total: $ .00	Estimated 500 Tons **$ .00 /Ton** Total: $ .00	$ -
6-6	Tack Type RS-1/RS-2 **(Section 300)**	Estimated 1000 Gallons **$ .00 /Gal** Total: $ .00		$ -
			TOTAL FOR GROUP VI	$ -

Company Name: Bidder

SEMINOLE COUNTY
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IFB-603616-19/BJC - Pavement Management Program Services
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Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY **$ 0.00 /CY** Total: $ .00	Estimated 100 CY **$ 0.00 /CY** Total: $ .00	Estimated 500 CY **$ 0.00 /CY** Total: $ .00	Estimated 800 CY **$ 0.00 /CY** Total: $ .00	$ -
120-6	Embankment	Estimated 50 CY **$ 0.00 /CY** Total: $ .00	Estimated 100 CY **$ 0.00 /CY** Total: $ .00	Estimated 500 CY **$ 0.00 /CY** Total: $ .00	Estimated 800 CY **$ 0.00 /CY** Total: $ .00	$ -
121-70	Flowable Fill	Estimated 50 CY **$ 0.00 /CY** Total: $ .00	Estimated 100 CY **$ 0.00 /CY** Total: $ .00			$ -
Pay Item No.	**Description**	**0-500 SY/Job**	**501-1000 SY/Job**	**1001-1500 SY/Job**	**Over 1500 SY/Job**	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	Estimated 3000 SY **$ 0.00 /SY** Total: $ .00	Estimated 4000 SY **$ 0.00 /SY** Total: $ .00	$ -
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 1000 SY **$ 0.00 /SY** Total: $ .00	Estimated 1500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	$ -

Company Name: Bidder

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
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Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	Sum of Extended Cost
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 1000 SY **$ 0.00 /SY** Total: $ .00	Estimated 1500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	$ -
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 1000 SY **$ 0.00 /SY** Total: $ .00	Estimated 1500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	$ -
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	Estimated 3000 SY **$ 0.00 /SY** Total: $ .00	Estimated 4000 SY **$ 0.00 /SY** Total: $ .00	$ -
570-1-2	Performance Turf, Sod	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 1000 SY **$ 0.00 /SY** Total: $ .00	Estimated 1500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	$ -
577-70	Shoulder Rework	Estimated 500 SY **$ 0.00 /SY** Total: $ .00	Estimated 1000 SY **$ 0.00 /SY** Total: $ .00	Estimated 1500 SY **$ 0.00 /SY** Total: $ .00	Estimated 2000 SY **$ 0.00 /SY** Total: $ .00	$ -
					TOTAL FOR GROUP VII	$ -

Company Name: Bidder

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE™

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	$ -
Group II	Sand and Seal in-place	$ -
Group III	Milling Existing Asphalt Pavement in-place	$ -
Group IV	Temporary Pavement Marking in-place	$ -
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	$ -
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	$ -
Group VII	Earthwork	$ -
	TOTAL GROUP I THRU VII	$ -

Company Name: Bidder

ATTACHMENT A
Conflict of Interest Statement

STATE OF FLORIDA)
) **ss**
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____,
who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as IFB-603616-19/BJC
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. I certify that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively state that (insert the individual's name) _____, who is a member of the above-named entity's ownership or management, is currently serving as a member of the following Seminole County advisory board(s) or committee(s): _____.
11. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

_____Signature

_____Typed Name of Affiant

_____Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____ _____

OR Produced identification_____ **Notary Public - State of** _____

_____ **My commission expires**_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

9/3/2014

ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked **"EXEMPT FROM PUBLIC RECORDS LAW"**. Failure to identify protected material via a separate marked envelope will cause the County to release this information in accordance with the Public Records Law despite any markings on individual pages of your proposal/bid.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: IFB-603616-19/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Rev. 8/23/12

ATTACHMENT C
WORKERS' COMPENSATION FORM

WORKERS' COMPENSATION
COMPLIANCE CERTIFICATION

Chapter 440 of the Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To meet this compliance requirement, the undersigned hereby certifies that _____
(name of business entity)

☐ has fully complied with all the requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or

☐ is exempt from the provisions of Chapter 440, Florida Statutes, for the following reason:

_____

_____

_____

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this _____ day of _____, 20_____, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, as _____, of _____, a corporation duly authorized to conduct business in the State of Florida, who is ☐ personally known to me or ☐ who has produced _____ as identification. He/she acknowledged before me that the foregoing instrument was executed by such officer in the name and on behalf of the corporation, and that the official seal of the corporation has been affixed hereto.

[NOTARY SEAL]

_____
Notary Public in and for the County and State Aforementioned

ATTACHMENT D
W-9 FORM

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT E
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Bidder's Signature

_____
Firm

_____
Date

Rev. 2/13/06

ATTACHMENT F
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq*. It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of_____, 20____, by_____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Print Name _____
Notary Public in and for the County and State Aforementioned

My commission expires:_____

Rev. 6/15/01

ATTACHMENT G
DRAFT AGREEMENT

(All Exhibits will be incorporated prior to contract execution based on the successful Bidder)

TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES (IFB-603616-19/BJC)

THIS AGREEMENT is dated as of the _____ day of _____ 20_____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders

authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials

available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate

or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types

of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any

auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated

representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever.

CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save

harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

For CONTRACTOR:

_____
_____
_____

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

_____	_____
Witness	
_____	_____
Print Name	Title
_____	_____
Witness	Date
_____	
Print Name	

[Balance of this page intentionally blank; signature page continues on Page 21.]

SEMINOLE COUNTY, FLORIDA

_____
Witness

By:_____
BETSY COHEN, Acting Purchasing and Contracts Manager

_____
Print Name

Date:_____

_____
Witness

_____
Print Name

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 2019, regular meeting.

Approved as to form and legal sufficiency.

_____
County Attorney

DGS/dre
09/19/19
Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Release Order
T:\Users\Legal Secretary CSB\Purchasing 2019\IFB-603616-19 BJC Pavement Management Program services.docx

PERFORMANCE BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ _____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand ($500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statues, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to $500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to $500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

(Surety Signature Page Follows)

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

SURETY

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

PAYMENT BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS ($500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

(Surety Signature Page Follows)

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

SURETY

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

MATERIAL AND WORKMANSHIP BOND
($250,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of $250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

(Surety Signature Page Follows)

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

SURETY

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

EXHIBIT A

IFB-603616-19/BJC

SUPPLEMENTAL SPECIFICATIONS
FOR
PAVEMENT MANAGEMENT PROGRAM
SEMINOLE COUNTY FLORIDA

Prepared by:

Seminole County Public Works
Engineering Division

SUPPLEMENTAL SPECIFICATIONS

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102 MAINTENANCE OF TRAFFIC
(FDOT 2019)

SUBARTICLE 102-11.2 (Page 122) is deleted and the following substituted:

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (2 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

SUBARTICLE 102-13.24 (Page 128) is deleted and the following substituted:

102-13.24 Payment Items: Payment will be made under:

Item No. 102-1	Maintenance of Traffic – lump sum.
Item No. 102-14	Traffic Control Officer – per hour.
Item No. 102-78	Temporary Retroreflective Pavement Markers – each.
Item No. 102-99	Portable Changeable Message Sign – per each per day.
Item No. 102-911-	Removable Tape (White/Black) – per foot.
Item No. 102-912-	Removable Tape (Yellow) – per foot.
Item No. 710-11-	Temporary Pavement Marking – Paint.

END OF SECTION 102

104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION (FDOT 2019)

ARTICLE 104-10 (Page136-137) is deleted and the following substituted:

104-10 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including construction and routine maintenance of temporary erosion control features.

Any additional costs resulting from compliance with the requirements of this Section, other than construction, routine maintenance, and removal of temporary erosion control features, will be included in the Contract unit prices for the top lift of asphalt items.

Separate payment will not be made for the cost of constructing temporary earth berms along the edges of the roadways to prevent erosion during grading and subsequent operations. The Contractor shall include these costs in the Contract prices for grading items.

Additional temporary erosion control features constructed as directed by the Engineer will be paid for as unforeseeable work.

In case of repeated failure on the part of the Contractor to control erosion, pollution, or siltation, the Engineer reserves the right to employ outside assistance or to use the County's own forces to provide the necessary corrective measures. Any such costs incurred, including engineering costs, will be charged to the Contractor and appropriate deductions made from the monthly progress estimate.

Payment will be made with payment for the top lift of asphalt, including one of the following:

Item No. 334-1- Superpave Asphaltic Concrete – per ton.
Item No. 337-7- Asphalt Concrete Friction Course - per ton.
Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 104

107 LITTER REMOVAL AND MOWING (FDOT 2019)

ARTICLE 107-4 (Page 155) is deleted and the following substituted:

107-4 Basis of Payment.

For litter removal, price and payment will be full compensation for all work specified in this section.

For mowing, price and payment will be full compensation for all work specified in this section.

Payment will be made with payment for the top lift of asphalt, including one of the following:

Item No. 334-1- Superpave Asphaltic Concrete – per ton.
Item No. 337-7- Asphalt Concrete Friction Course – per ton.
Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 107

110 CLEARING AND GRUBBING
(FDOT 2019)

SUBATRICLE 110-12.8 (Page 166) is deleted and the following substituted:

110-12.8 Payment Items: Payment will be made with payment for the top lift of asphalt, including one of the following:

Item No. 334-1- Superpave Asphaltic Concrete – per ton.
Item No. 337-7- Asphalt Concrete Friction Course - per ton.
Item No. 339-1 Miscellaneous Asphalt Pavement – per ton.

END OF SECTION 110

234 SUPERPAVE ASPHALT BASE (FDOT 2019)

ARTICLE 234-10 (Page 231) is deleted and the following substituted:

234-10 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including the applicable requirements of Section 320, 330 and 334. The bid price for the asphalt mix will include the cost of the liquid asphalt binder or the asphalt recycling agent and the tack coat application as directed in 300-8.

Payment will be made under:

Item No. 285-709-B Base Group 09 (6" Type B-12.5) – per square yard.

END OF SECTION 234

285 OPTIONAL BASE COURSE (FDOT 2019)

ARTICLE 285-9 (Page 237-238) is deleted and the following substituted:

285-9 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including tack coat between base layers, prime coat, cover material for prime coat, bituminous material used in bituminous plant mix, and cement used in soil-cement.

For superpave asphalt base course, a pay adjustment based upon the quality of the material will be applied in accordance with 334-8.

Where the Plans include a typical cross-section which requires the construction of an asphalt base only, price adjustments for bituminous material provided for in 9-2.1.2 will apply to that typical cross-section. For typical cross-sections which permit the use of asphalt or other materials for construction of an optional base, price adjustments for bituminous material provided for in 9-2.1.2 will not apply.

Payment will be made under:

Item No. 285-701	Base Group 01 (Limerock LBR 100) – per square yard.
Item No. 285-706	Base Group 06 (Limerock LBR 100) – per square yard.
Item No. 285-709-A	Base Group 09 (Limerock LBR 100) – per square yard.
Item No. 285-709-B	Base Group 09 (6” Type B-12.5) – per square yard.

END OF SECTION 285

327 MILLING OF EXISTING ASPHALT PAVEMENT (FDOT 2019)

ARTICLE 327-1 (Page 265) is deleted and the following is substituted:

327-1 Description.

Remove existing asphalt concrete pavement by milling to improve the rideability and cross slope of the finished pavement, to lower the finished grade adjacent to existing curb before resurfacing, or to completely remove existing pavement.

When milling to improve rideability, the Plans will specify an average depth of cut.

There are 5 potential destinations of the milled material that will be defined by the pay item numbers. The potential destinations are as follows:

A. Contractor shall take ownership of milled material.
B. Contractor shall haul the milled material to the County's Yankee Lake facility.
C. Contractor shall haul milled material to the County's Oviedo facility.
D. Contractor shall haul milled material to the County's 5 Points facility.
E. Contractor shall haul milled material to a location determined by the Engineer and within 5 miles of the project limits.

SUBARTICLE 327-3.1 (Page 265-266) is deleted and the following is substituted:

327-3.1 General. Remove the existing raised pavement markers (RPM's) before milling. Include the cost of removing existing RPM's in the price for milling.

When milling to improve rideability or cross slope, remove existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require prewetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Repave milled surfaces greater than 1-1/2 inches before the end of that day's work shift, and milled surfaces less than or equal to 1-1/2 inches no later than 24 hours after the surface was milled. All milled surfaces to be repaved prior to weekends and holidays. The contractor shall be responsible for protecting all exposed milled surfaces from damage due to adverse weather conditions, any exposed surface damage shall be repaired by the contractor at no additional cost or time prior to repaving as determined by the Engineer/CCEI.

If traffic is to be maintained on the milled surface before the placement of the new asphalt concrete, provide suitable transitions between areas of varying thickness to create a smooth longitudinal riding surface. Produce a pattern of striations that will provide an acceptable riding surface. The Engineer will control the traveling speed of the milling machine to produce a texture that will provide an acceptable riding surface.

Before opening an area which has been milled to traffic, sweep the pavement and gutters with a street sweeper or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a street sweeper before placing asphalt concrete. No other equipment may be used without prior approval by the Engineer.

Perform the sweeping operation immediately after milling operations or as directed by the Engineer.

ARTICLE 327-6 (Page 268) is deleted and the following is substituted:

327-6 Basis of Payment.

Price and payment will be full compensation for all work specified in this Section, including hauling off and stockpiling or otherwise disposing of the milled material.

Payment will be made under:

Item No. 327- 70A Milling Existing Asphalt Pavement (Contractor) - per sq. yd.
Item No. 327- 70B Milling Existing Asphalt Pavement (Yankee Lake) - per sq. yd.
Item No. 327- 70C Milling Existing Asphalt Pavement (Oviedo Yard) - per sq. yd.
Item No. 327- 70D Milling Existing Asphalt Pavement (5 Points Yard) - per sq. yd.
Item No. 327- 70E Milling Existing Asphalt Pavement (Relocate) - per sq. yd.

END OF SECTION 327

330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS (FDOT 2019)

SUBARTICLE 330-4.1 (Page 270) is deleted and the following is substituted:

330-4.1 Cleaning: Before placing the mixture, clean the surface of the base or underlying pavement of all loose and deleterious material by the use of a street sweeper. No other equipment may be used without prior approval by the Engineer, supplemented by hand brooming where necessary.

SUBARTICLE 330-5.2 (Page 271) is expanded by the following:

330-5.2.4 Safety Edge: Construct a pavement safety edge by attaching a device to the screed of the paver to confine and extrude the asphalt material at the end gate to create a compacted wedge shape pavement edge as detailed in the Plans. The device shall maintain contact with the road shoulder surface and allow for automatic transitions to cross roads, driveways and obstructions. Do not use a conventional single plate strike off. Provide proof that the device has been used on previous projects with acceptable results or construct a test section prior to beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Perform handwork as needed for transitions and turnouts or when authorized by the Engineer.

SUBARTICLE 330-7.1 (Page 273) is deleted and the following is substituted:

330-7.1 General Requirements: When density testing for acceptance is required, select equipment, sequence, and coverage (number of times the roller passes over a given area of pavement) of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent effective compaction may not be achieved or the rollers begin to damage the pavement.

No vibratory compaction in the vertical direction will be allowed on any projects without prior approval of the Engineer. Compaction shall be in the static mode only. Other non-vertical vibratory modes of compaction will be allowed, if approved by the Engineer; however, no additional compensation, cost or time, will be made.

END OF SECTION 330

334 SUPERPAVE ASPHALT CONCRETE (FDOT 2019)

SUBARTICLE 334-5.4.4 (Page 290-291) is deleted and the following substituted:

334-5.4.4 Individual Test Tolerances for QC Testing: Terminate the LOT if any of the following QC failures occur:

1. An individual test result of a sublot for air voids does not meet the requirements of Table 334-4,
2. The average sublot density does not meet the requirements of Table 334-4,
3. Two consecutive test results within the same LOT for gradation or asphalt binder content do not meet the requirements of Table 334-4,

When a LOT is terminated due to a QC failure, stop production of the mixture until the problem is resolved to the satisfaction of the QC Manager and/or Asphalt Plant Level II technician responsible for the decision to resume production after a QC failure, as identified in Section 105. In the event that it can be demonstrated that the problem can immediately be or already has been resolved, it will not be necessary to stop production. When a LOT is terminated, make all necessary changes to correct the problem. Do not resume production until appropriate corrections have been made. Prior to resuming production, inform the Engineer of the problem and corrections made to correct the problem. After resuming production, sample and test the material to verify that the changes have corrected the problem. Summarize this information and provide it to the Engineer prior to the end of the work shift when production resumes.

In the event that a QC failure is not addressed as defined above, the Engineer's approval will be required prior to resuming production after any future QC failures.

Address any material represented by a failing test result, as defined above in this subarticle, in accordance with 334-5.9.5. Any LOT terminated under this subarticle will be limited to a maximum Pay Factor of 1.00 (as defined in 334-8.2) for all quality characteristics and will include all material placed up to the point when the LOT was terminated.

In the event that a G_{mm} test result differs by more than 0.040 from the mix design G_{mm}, investigate the causes of the discrepancy and report the findings and proposed actions to the Engineer.

Table 334-4
Master Production Range

Characteristic	Tolerance (1)
Asphalt Binder Content (%)	Target ±0.55
Passing No. 200 Sieve (%)	Target ±1.50
Air Voids (%)	2.30 – 6.00
Density (minimum % G_{mm})(2)	90.0

(1) Tolerances for sample size of n = 1 from the verified mix design
(2) Based on an average of 5 randomly located cores

END OF SECTION 334

710 PAINTED PAVEMENT MARKINGS (FDOT 2019)

SUBARTICLE 710-11.3 (Page 1014) is deleted and the following substituted:

710-11.3 Payment Items: Payment will be made under:

Item No. 710-11-	Temporary Pavement Markings,	Paint Solid - per linear foot.
		Paint Message - each.
		Arrows - each.

END OF SECTION 710

EXHIBIT B

IFB-603616-19/BJC

GENERAL CONDITIONS
FOR
PAVEMENT MANAGEMENT PROGRAM
SEMINOLE COUNTY FLORIDA

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(Note: Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation, Standard Specifications For Road and Bridge Construction, 2019.)

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DIVISION I STANDARD SPECIFICATIONS
GENERAL CONDITIONS

SECTION 1 - DEFINITIONS/INTERPRETATIONS

1.1 Definitions.

Whenever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the date for opening Bids which modify or interpret the Bidding Documents by additions, deletions, corrections or clarifications.

Acceptance, **Final Acceptance** - The formal action by COUNTY accepting the Work as being complete after certification by ENGINEER of Final Completion.

Agreement - The written Agreement between COUNTY and CONTRACTOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

Apparent Low Bidder - The Bidder submitting the lowest Bid at the Bid opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

Application for Payment - The form furnished in the Contract Documents which is to be used in processing Partial or Final Payments to CONTRACTOR and which shall contain an affidavit by CONTRACTOR that Partial Payments theretofore received from COUNTY on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR's obligations stated in prior Applications for Payment. The application includes such supporting documentation as required by the Contract Documents.

Bid - The offer or proposal of a Bidder submitted in the prescribed manner on the prescribed forms to perform the Work in accordance with the Contract Documents.

Bidder - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work directly to COUNTY through an authorized representative.

Bidding Documents - The Invitation For Bid, Instructions to Bidders, Bid Forms, Addenda, Bid Bond, Sworn Statement Under Section 287.133(3)(a), Florida Statutes, Bidder Information, Non-Collusion Affidavit Of Bidder, Certificate of Non-segregated Facilities, List of Subcontractors and Major Materials Suppliers, Plans and Specifications, Agreement, General Conditions, Contract Documents, Bonds, Technical Specifications if applicable, CONTRACTOR's Insurance Requirements, Certificates, and Insurance Policies.

Bid Security - The security designated in the Instructions to Bidders.

Bonds - Instruments of security furnished by CONTRACTOR and his Surety in accordance with the Contract Documents.

Change Order - A written instrument issued on or after the Effective Date of the Agreement, which when duly executed by COUNTY and CONTRACTOR amends the Contract Documents to provide for changes in the Work or in the provisions of the Contract Documents, or changes in Contract Price or Contract Time, or any combination thereof.

Consultant - The professional engineer or engineering firm registered in the State of Florida who performs professional engineering services for the COUNTY other than COUNTY personnel. The Consultant may be the ENGINEER OF RECORD or may provide services through and be subcontracted to the ENGINEER OF RECORD.

Contract Claim - Any dispute arising out of or related to the Contract Documents between the COUNTY and CONTRACTOR including, but not limited to, any demand or assertion by one of the parties seeking any equitable adjustment of the Contract Price, Contract Time or other relief with respect to the Contract Documents.

Contract Documents - Those documents named in the Agreement.

Contract Price - The total compensation, subject to authorized adjustments, payable by COUNTY to CONTRACTOR for satisfactory completion of all Work under the Contract Documents as stated in the Agreement.

Contract Time - The period of time allotted in the Contract Documents, subject to authorized adjustments, for Substantial Completion and Final Completion of the Work, or other interim completion dates identified in the Contract Documents.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other legal entity or combination thereof who has entered into the Agreement with COUNTY for the performance of the Work. The term "CONTRACTOR" means CONTRACTOR or its authorized representative.

Controlling Work Items - Those Work items that are directly interrelated such that each has a definite influence on progress of the critical path scheduling of the overall Work.

Cost and Pricing Data - Refers to all data available to or relied upon by CONTRACTOR in negotiating, pricing or costing Work covered by a Change Order or a Change Request, or involved in a Contract Claim.

COUNTY - Seminole County, a political subdivision of the State of Florida; the owner.

Date of Commencement of the Contract Time - The date given by the Notice to Proceed when the Contract Time commences to run.

Day - A calendar day of 24 hours lasting from midnight one day to midnight the next day.

Defect or Defective - A reference to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by COUNTY).

Department or The Department – The Seminole County Public Works Department, Engineering Division in FDOT's (Florida Department of Transportation) Standard Specification for Road and Bridge Construction, 2019.

Drawings, **Plans** - The drawings, plans or reproduction thereof, which show scope, character, location, dimensions, and other details of the Work to be performed under the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign.

ENGINEER - The Seminole County Engineer or Owner's Representative acting directly or through duly authorized representatives or Consultants who may serve as the COUNTY's ENGINEERS of construction, engineering and inspection; such representatives or Consultants acting within the scope of the duties and authority assigned to them.

ENGINEER OF RECORD - The professional engineer or engineering firm contracted with by the COUNTY or employed by COUNTY and registered in the State of Florida who develops criteria and concept for the

Work, performs the analysis and is responsible for the preparation of the Plans and Specifications. The ENGINEER OF RECORD may be COUNTY in-house staff or a Consultant retained by the COUNTY.

Equipment - The Machinery and Equipment, together with the necessary supplies for upkeep and maintenance thereof; also, the tools and all other apparatus necessary, for the construction and acceptable completion of the Work.

Field Order - A written instrument issued by ENGINEER to CONTRACTOR which orders minor variations in the Work, as opposed to a change in the Work, and which does not involve an adjustment in Contract Price or Contract Time.

Final Completion - That date when (a) the Work is complete in accordance with the Contract Documents including the minor items identified during the inspection described in these General Conditions, and (b) the CONTRACTOR has submitted its request for Final Payment including the CONTRACTOR's Release and all Subcontractor Affidavits.

General Conditions - Division I of the Standard Specifications.

Holidays - Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Day After Thanksgiving Day	-	Fourth Friday in November
Christmas Day	-	December 25th

Inspector or Field Representative - An authorized representative of the ENGINEER, assigned to make official inspections of the Materials furnished and of the Work performed by the CONTRACTOR.

Laws and Regulations; **Laws or Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and local governments.

Low Bidder - The lowest responsive, responsible Bidder.

Lump Sum - A pay item within the Contract Documents, which is paid without regard to quantities or units of measure.

Major Item of Work - Any item of Work having an original value in excess of five percent of the original Contract Price shall be considered as a major item of Work.

Materials - Any substances to be incorporated in the Work under the Contract Documents.

Notice of Award - The written notice of the acceptance of the Bid from COUNTY to Low Bidder.

Notice to Proceed - The written notice issued by COUNTY to CONTRACTOR authorizing it to proceed with the Work and establishing the Date of Commencement of the Contract Time.

Owner - Refer to definition of COUNTY.

Payment Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will pay in full all bills and accounts, from claimants as defined in Chapter 713, Florida Statutes, or as amended, for Material, labor, services and supplies used directly or indirectly in the

prosecution of the Work. The covered amount of the Payment Bond is separate and distinct from the covered amount of the Performance Bond.

Plans - The approved plans, including reproductions thereof, showing the location, character, dimensions and details of the Work to be done.

Performance Bond - The security furnished by CONTRACTOR and its Surety as a guarantee that CONTRACTOR will perform all of its contractual obligations in accordance with the terms of the Contract Documents. The covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

Progress Schedule - All documentation related to the planning and scheduling of the Work as described in the Contract Documents.

Project - The total construction of which the Work to be provided under the Contract Documents is a part as indicated elsewhere in the Contract Documents.

Project Manager - The authorized representative of ENGINEER who is assigned to the Project.

Request for Information - CONTRACTOR's inquiries for information as submitted on the Request for Information form included in the Contract Documents.

Right-of-Way - The land which the COUNTY has title to, or right of use, for the road and its structures and appurtenances, and for Material pits furnished or to be furnished by the COUNTY.

Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate Material or Equipment for some portion of the Work, specifically indicating how CONTRACTOR will comply with the Contract Documents.

Specifications - The directions and provisions contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the quality of the Work or conditions under which Work shall be performed, or to the quantities and qualities of Materials and labor to be furnished under the Contract Documents.

Standard Specifications - The covenants, directions, provisions and requirements set forth in Division I "General Conditions" set forth in this document, Division II "Construction Details" and Division III "Materials". Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation's, Standard Specifications For Road and Bridge Construction, (2019).

Subagreement - A contract or purchase order awarding a part of the Work under the Contract Documents to a Subcontractor, Supplier or other person or entity.

Subcontractor - An individual, partnership, corporation, joint venture, or other combination thereof having a Subagreement with CONTRACTOR for (a) the performance of labor in connection with part of the Work at the site; or (b) for both performing labor in connection with part of the Work at the site and furnishing items of Materials or Equipment for incorporation into the Work. Subcontractor also means an individual, partnership, corporation, joint venture, or other combination thereof who has a Subagreement with another Subcontractor to perform any of the Work at the site.

Substantial Completion - That date when (a) the Work is complete in accordance with the Contract Documents, with the exception of the minor items identified during the inspection described in these General Conditions, and (b) the Work can be utilized for the purposes for which it is intended, as may be evidenced by successful completion of all specified pre-operational start-up and demonstration tests. The

terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Superintendent - The CONTRACTOR's authorized representative, who must be a principal or employee of the CONTRACTOR, in responsible charge of the Work.

Supplemental Agreement - A written agreement between the CONTRACTOR and the COUNTY, and signed by the Surety, modifying the contract within the limitations set forth in the Standard Specifications.

Supplementary Conditions - The part of the Contract Documents which amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, Supplier, distributor, materialman or vendor.

Surety - The corporate body which is bound by the Bonds required by the Contract Documents with and for the CONTRACTOR and which agrees to be responsible for performance of the Work for which the Agreement has been made and for payment of all costs pertaining thereto.

Technical Specifications - Directions and provisions relating to the quality of the Work or conditions under which Work shall be performed and described in the Technical Specifications section of these Contract Documents.

Total Bid - Amount stated in the Bid Form by the Bidder as the Bidder's offer to furnish all labor, Materials and Equipment to perform all Work in strict accordance with the Contract Documents. If an Agreement is awarded to a Bidder, the Total Bid amount shall be the Contract Price.

Underground Facilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or Materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price - Amount stated in the Contract Documents as a price per unit of measurement for Materials or services required in the Work.

Unit Price Work - Work to be paid on the basis of Unit Prices.

Value Engineering Change Proposal - A cost reduction proposal initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of Work.

Warranty Period - The period of time within which CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY's written instructions, either correct Defective Work or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. The Warranty Period does not limit the CONTRACTOR's warranty that the Work has been completed in accordance with the Contract Documents.

Work - All labor, permits, bonds, equipment, Materials and incidentals required for the construction of the improvement by the Contract Documents, including superintendence, use of Equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the CONTRACTOR of his obligations under the Contract Documents. Unless otherwise specified herein or in the Contract Documents, all costs of liability and of performing the Work shall be at the CONTRACTOR's expense.

1.2 Interpretations.

1.2.1 Any reference to a Section or subsection in these General Conditions without identification of the particular Section or subsection shall mean a reference to these General Conditions.

1.2.2 Each Section in these General Conditions is composed of sub-sections, numbered as this subsection 1.2 is numbered; parts, numbered as this part 1.2.2 is numbered; and sub-parts - all of which are generally referred to as subsections. A reference to a sub-section means a reference to the entire sub-section, or to a part, or a sub-part, or any combination of them, depending on the intent of the reference.

1.2.3 Often, the Contract Documents omit the modifying word "all" and "any", and the articles "the" and "an". However, omitting modifiers or articles from, or inserting any of them into, a statement shall not in any way affect the meaning or interpretation of either statement.

1.3 Abbreviations.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
AGC	The Associated General Contractors of America, Inc.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute,Inc.
AREA	American Railway Engineering Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
FDOT	Florida Department of Transportation
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code (As recommended by the National Fire Protection Association)
NEMA	National Electrical Manufacturers Association
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, shall be understood to designate a specification, test method or other code or recommendation of the particular authority or organization so shown.

SECTION 2 - PRELIMINARY MATTERS

2.1 Copies of Documents. COUNTY shall furnish to CONTRACTOR one copy of the Contract Documents free of charge. CONTRACTOR will be responsible for obtaining additional copies.

2.2 Commencement of the Contract Time; Notice to Proceed.

2.2.1 The Contract Time will commence to run on the Day indicated in the Notice to Proceed. The Notice to Proceed may indicate a Date of Commencement of the Contract Time any time within thirty days after the Effective Date of the Agreement.

2.2.2 CONTRACTOR shall start to perform the Work on the Date of Commencement of the Contract Time. No Work shall be done at the site prior to the date on which the corresponding Contract Time commences to run unless otherwise authorized in writing by COUNTY.

2.2.3 Prior to the issuance of a Notice to Proceed, a preconstruction conference shall be attended by the CONTRACTOR and his subcontractors, ENGINEER and COUNTY and other entities as applicable to the Work at which time a date will be established for the issuance of the Notice to Proceed. Thereafter, the Notice to Proceed shall be sent by the COUNTY's Purchasing and Contracts Division for execution no later than five (5) calendar days prior to the date listed on the Notice to Proceed. The CONTRACTOR shall return the executed Notice to Proceed to the COUNTY by the date indicated on the Notice to Proceed. The failure of the CONTRACTOR to comply with this provision will not change the Contract Time.

2.3 Before Starting Construction.

2.3.1 Before undertaking each part of the construction, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; provided, however, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy unless CONTRACTOR or any of his Subcontractors or suppliers had actual knowledge thereof or should reasonably have known thereof.

2.3.2 Before starting construction, CONTRACTOR shall submit to ENGINEER for review a preliminary Progress Schedule indicating the starting and completion dates of the various stages of the Work, a proposed schedule of Shop Drawing submissions, and a listing of manpower and cash flow projections through the Contract Time.

2.3.3 COUNTY or ENGINEER will review and return the schedules submitted in accordance with this Section and CONTRACTOR, if required, shall revise, adjust or modify and resubmit acceptable schedules at least thirty (30) Days following the Notice To Proceed date or ten (10) days before submission of the first Application for Payment whichever shall first occur.

2.3.4 Before starting construction, the CONTRACTOR shall initiate his coordination and scheduling of the work by utility contractors, the COUNTY's own forces, and others performing work at the Project site by directly contacting the superintendent of each person performing work at the Project site to review the projected schedules of each other entity performing work at the Project site to assure that CONTRACTOR's Progress Schedule and meeting discussions address the starting and completion dates of all aspects of the work at the Project site whether the work is being performed by CONTRACTOR or others.

2.4 Preconstruction Conference. Prior to commencement of Work at the site, a conference will be held for review of the schedules, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. CONTRACTOR shall attend such conference and shall require any or all of its Subcontractors and Suppliers, as COUNTY directs, to attend the conference. For Projects and Work

involving the COUNTY Utilities Division, a separate utilities preconstruction conference shall be scheduled between the COUNTY, ENGINEER, CONTRACTOR, utility subcontractors and appropriate COUNTY Utilities Division personnel. After the utilities preconstruction conference, the COUNTY Utilities Division is responsible for issuance of an Underground Utilities Permit. No Work involving COUNTY utilities may commence until the Underground Utilities Permit is issued.

SECTION 3 - CONTRACT DOCUMENTS; INTENT AND REUSE.

3.1 Applicable Law; Intent.

3.1.1 The Contract Documents comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be governed by the laws of the State of Florida and venue shall be in Seminole County for state actions and the Middle District of Florida for federal actions.

3.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, Materials or Equipment, such words shall be interpreted in accordance with that meaning. Reference to specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental entity whether such reference be specific or by implication, shall mean the latest specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of COUNTY, CONTRACTOR, ENGINEER OF RECORD or ENGINEER, or any of their consultants, agents or employees from those expressly set forth in the Contract Documents, nor shall it assign to COUNTY or ENGINEER, or any of their consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Sections 8 or 9 of these General Conditions.

3.2 Priority of the Contract Documents.

3.2.1 If, during the performance of the Work, the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from ENGINEER. However, CONTRACTOR shall not be liable to COUNTY or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. ENGINEER will promptly investigate the matter and respond to CONTRACTOR with an interpretation or clarification. After CONTRACTOR's discovery of such a conflict, error or discrepancy, or after the date when CONTRACTOR should have reasonably known thereof, until the interpretation or clarification is obtained from ENGINEER, any Work done by CONTRACTOR which is directly or indirectly affected by same, will be at CONTRACTOR's own risk and CONTRACTOR shall bear all costs and delay arising therefrom.

3.2.2 In resolving conflicts, errors or discrepancies, the Contract Documents shall be construed as one, what is required by one document shall be construed as being required by all Contract Documents.

3.2.3 If an issue of priority pertains to Divisions II and III of the Standard Specifications and the Drawings, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Further, detail Drawings shall govern over general drawings, larger scale drawings take precedence over smaller scale drawings, Change Order Drawings govern over Contract Drawings, and Contract Drawings govern over standard or Shop Drawings. In all cases where notes, specifications, sketches, diagrams, details or schedules in the Specifications or in the Drawings, or between the Specifications and the Drawings, conflict, the higher cost requirement shall be furnished by CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.4 If the issue of priority is due to a conflict or discrepancy between express provisions of the Contract Documents and any referenced specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or

presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws or Regulations, the provision with the higher cost requirement shall be binding on CONTRACTOR, unless otherwise directed by ENGINEER.

3.2.5 In accordance with the intent of the Contract Documents, CONTRACTOR recognizes and accepts that compliance with the priority order specified shall not justify an increase in Contract Price or extension in Contract Time.

3.3 Use of Forms Provided. Unless COUNTY provides in writing to the contrary, only those forms provided by COUNTY with the sole exception of the Bid Bond shall be used and no modifications or substitutions shall be allowed.

3.4 Re-use of Documents. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization (other than COUNTY) shall acquire any title to or have ownership rights of any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER OF RECORD; and they shall not be reused on extensions of the Project or any other project nor shall they be generally published without written consent of COUNTY.

SECTION 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands.

4.1.1 COUNTY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, Rights-of-Way and easements (permanent or temporary construction easements), and those other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise provided in the Contract Documents. Any additional lands, Rights-of-Way and easements not furnished by COUNTY that CONTRACTOR deems necessary, including but not limited to requirements for temporary construction facilities, access and egress, or for storage, shall be obtained by CONTRACTOR at no increase in Contract Price or extension in Contract Time, and CONTRACTOR shall confine his operations to those areas furnished by COUNTY or obtained at its expense.

4.1.2 CONTRACTOR shall obtain permits and written approvals (and submit copies to COUNTY before utilization of those areas) from the appropriate governmental entity or property owner(s), for use of lands not furnished by COUNTY; and for all lands which include borrow pits, waste and disposal areas, such permits and approvals shall specify their treatment during and at completion of construction.

4.1.3 Access to COUNTY or municipal structures, hydrants, valves, manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written notice to and securing written approval from the appropriate governmental entity.

4.2 Physical Conditions (Including Underground Facilities).

4.2.1 The Contract Documents may identify reports of explorations and tests of subsurface conditions at the site, and those drawings of physical conditions in or relating to existing surface and subsurface structures or Underground Facilities owned by COUNTY which are at or contiguous to the site, that have been utilized by ENGINEER OF RECORD in preparation of the Contract Documents. CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by COUNTY or others, shown or indicated in the Contract Documents.

4.2.2 The information and data shown or indicated in the Contract Documents with respect to Underground Facilities owned by others at or contiguous to the site is based on information and data furnished to COUNTY or ENGINEER OF RECORD by the owners of such Underground Facilities or by others. COUNTY, ENGINEER and ENGINEER OF RECORD shall not be responsible for the accuracy or completeness of any such information or data, and, CONTRACTOR shall have full responsibility for reviewing and checking all such information and data.

4.2.3 If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all part of the Work, CONTRACTOR shall absorb all related delay, extension or accelaration costs, however caused; except that, if COUNTY and CONTRACTOR agree that the delays require a change in Contract Time, COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 days impact to controlling Work items. However, an extension in Contract Time, when and if so granted shall be CONTRACTOR'S sole and exclusive remedy with respect to COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

Unless it prejudices Work already excavated and uncovered, CONTRACTOR shall schedule layout, excavation and uncovering of Work or Underground Facilities a sufficient time in advance to allow ENGINEER's review, and the possible amending or supplementing of the Contract Documents.

4.3 Differing Physical Conditions (not including Underground Facilities). CONTRACTOR shall promptly, after becoming aware thereof, and before the conditions are disturbed, notify ENGINEER in writing of any subsurface or latent physical conditions, encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered at or contiguous to the site which differ materially from those indicated in the Contract Documents; unknown and unexpected physical conditions encountered or uncovered at or contiguous to the site, of an extremely unusual nature, differing materially from those ordinarily encountered and not generally recognized as inherent in Work of the character provided for in the Contract Documents.

4.4 Resolution of a Report of Differing Physical Conditions.

4.4.1 Promptly after receipt of notice from CONTRACTOR, ENGINEER will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests, and advise COUNTY in writing of his findings and conclusions. Until such time when CONTRACTOR resumes the affected Work (and at all times thereafter), CONTRACTOR shall be responsible for the safety and protection of the affected Work.

4.4.2 If COUNTY, with the advice of ENGINEER, concludes that the conditions do materially differ, and that the Contract Documents need to be amended, COUNTY shall, without invalidating the Agreement and without notice to any Surety by duly executed Change Order, order the necessary changes in the Work, as long as COUNTY has not exercised its rights to terminate the Agreement. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved pursuant to the conditions stated in the order.

4.4.3 If COUNTY, with the advice of ENGINEER, concludes that the Contract Documents need to be supplemented only, appropriate minor deviations in the Work shall be authorized by a Field Order issued by ENGINEER. COUNTY's determination that the Contract Documents do not need to be amended shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of the applicable Field Order.

4.4.4 If any change in the Work required due to differing physical conditions causes an increase or decrease in CONTRACTOR's cost of or the time required for the performance of all or part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time or both, subject to the provisions of this Section, and Sections 10 and 11.

4.4.5 No proposal by CONTRACTOR for an adjustment under this Section, nor Contract Claim by CONTRACTOR for an adjustment on account of differing physical conditions, shall be allowed unless CONTRACTOR has given the written notice required in subsection 4.3.

4.5 Special Requirements for Underground Facilities. CONTRACTOR shall have full responsibility: a) for locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation; b) for identifying the owner of any newly discovered Underground Facility and promptly notifying that owner and ENGINEER of that discovery; c) for shoring, blocking, and protecting Underground Facilities including utilities shown, indicated or discovered; d) for coordination, scheduling and sequencing of the Work with the owners of all Underground Facilities shown, indicated or discovered; e) for repairing any damage done to the satisfaction of those owners, to the extent that the damage was due to CONTRACTOR's failure to adhere to the requirements of this subsection or subsection 4.2.2., or to the fault or negligence of CONTRACTOR; and f) for the safety and protection of any affected Work, and for repairing any damage done to the Work. Except as otherwise provided in subsection 4.2.3., all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within

the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

4.6 Engineering and Layout.

4.6.1 The ENGINEER will provide centerline control points (Begin Project, End Project, PIs, PTs, etc.) and bench marks at appropriate intervals along the line of the Project to facilitate the proper layout of the Work. Normally, only one bench mark will be furnished for water crossings. The CONTRACTOR shall preserve all reference points and bench marks furnished by the COUNTY. As an exception to the above, for Projects where the Plans do not show a centerline or other survey control line for construction of the Work (e.g.; resurfacing, safety modifications, etc.) the ENGINEER will provide only points marking the beginning and ending of the Project and all exceptions.

4.6.2 The CONTRACTOR shall furnish all stakes, templates and other Materials necessary for establishing and maintaining of the lines and grades necessary for control and construction of the Work.

4.6.3 Utilizing the control points furnished by the COUNTY in accordance with 4.6.1, the CONTRACTOR shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The Work shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. When the Work includes utility construction to be done by the CONTRACTOR, he shall also establish all horizontal and vertical controls necessary to carry out such Work. The ENGINEER may assist in coding of input, arrange for processing by the COUNTY's computer and furnish computer output; however, ENGINEER's assistance shall not release CONTRACTOR from CONTRACTOR's responsibility.

4.6.4 On Projects involving construction of new base, stakes to establish lines and grades for subgrade base, curb and related items shall be set at intervals along the line of the Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the ENGINEER to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. For bridge construction stakes and other control, references shall be set at sufficiently frequent intervals to assure that all components of a structure are constructed in accordance with the lines and grades shown in the Plans. For Projects where the Plans do not show a centerline or other survey control line for construction of the Work (resurfacing, safety modifications, etc.) only such stakes as necessary for horizontal and vertical control of Work items will be required. For resurfacing and resurfacing widening type Projects, the CONTRACTOR shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curbs sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement. The CONTRACTOR shall reference the beginning and ending of each no passing zone for use during temporary striping operations. The CONTRACTOR shall establish by an instrument survey and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. As an exception, for resurfacing and resurfacing-widening Projects, these points shall be established in the same manner as used for horizontal control of paving operations. Marks shall be made with white paint. If striping is included in the Work to be done by the CONTRACTOR, an alternate method for layout of striping may be approved by the ENGINEER provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey. For Projects with permanent striping by the CONTRACTOR, the measurement and analysis in order to establish the location and length of no-passing zones shall be accomplished by approved electronic methods consisting of a minimum of two distance measuring devices, and shall be in accordance with Sections 3B-4 and 3B-5 of the MUTCD. For all Projects, a station identification stake shall be set at each right-of-way line at 100-foot intervals and at all locations where a change in right-of-way width occurs. Each of these stakes shall be marked with painted numerals, of sufficient size to be readable from the roadway, corresponding to the Project station at which it is located. As an exception to the above, for Projects where Plans do not show right-of-way lines, station

identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing-widening Projects, station identification stakes shall be set at 200-foot intervals.

4.6.5 The CONTRACTOR shall employ only competent personnel and utilize only suitable Equipment in performing layout Work. He shall not engage the services of any person or persons in the employ of the COUNTY for performance of layout Work. Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the ENGINEER as the Work progresses and copies shall be furnished to the ENGINEER at the time of completion of the Project. Any inspection or checking of the CONTRACTOR's field notes or layout Work by the ENGINEER and the acceptance of all or any part thereof, shall not relieve the CONTRACTOR of his responsibility to achieve the lines, grades and dimensions shown in the Plans and Specifications. Prior to final acceptance of the Work, the CONTRACTOR shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by the COUNTY.

4.6.6 The cost of performing layout Work as described above shall be included in the Unit Prices for the various items of Work to which it is incidental.

SECTION 5 - BONDS

5.1 Performance, Payment and Other Bonds.

5.1.1 CONTRACTOR shall furnish a Performance Bond, a Payment Bond and a Material and Workmanship Bond, each with good and sufficient surety. The Performance Bond shall be in an amount equal to $500,000.00; the Payment Bond shall be in an amount equal to $500,000.00; the Material and Workmanship Bond shall be in an amount equal to 250,000.00. The Performance and Payment Bonds shall be recorded by the COUNTY with the Clerk of the Circuit Court of the county where the Project is located no later than the Date of Commencement of the Contract Time. All bonds shall remain in effect after the date of Final Completion of the entire Work, except as otherwise provided by Laws or Regulations, or the other provisions of the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The Performance Bond requirement in the Contract Documents shall inure solely to COUNTY's benefit and its successors or assigns, as obligee, and no other person shall have any right of action based thereon.

5.1.2 All Bonds shall be in accordance with statutory bond provisions in Florida Statutes and all other applicable Laws and Regulations and be in the form prescribed by the Contract Documents. All Bonds shall be executed by such Sureties as are licensed to conduct business in the state of Florida and, except as otherwise provided by Laws and Regulations, are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of its authority to act.

5.1.3 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its license to do business in the state of Florida is terminated or it ceases to meet the requirements of the Contract Documents, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be in accordance with the Contract Documents and acceptable to COUNTY.

5.1.4 In addition to the other bonding requirements, the Surety(ies) named on the Bonds submitted by CONTRACTOR pursuant to the Contract Documents shall be subject to the approval of COUNTY. If COUNTY has a reasonable objection to the proposed Surety, COUNTY may request CONTRACTOR to submit an acceptable substitute without an increase in the CONTRACT price. If CONTRACTOR declines or is unable to make any such acceptable substitution, COUNTY may, at its sole option, rescind the Notice of Award, and any award of the Contract to CONTRACTOR will be of no effect.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence.

6.1.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for all means, methods, techniques, scheduling, sequences and procedures of construction, for providing adequate safety precautions, for coordinating all portions of the Work under the Contract Documents, and for enforcement of order and cooperation among CONTRACTOR's employees and all Subcontractors and Suppliers. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.1.2 CONTRACTOR shall keep on the Work site at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to ENGINEER. The CONTRACTORS's resident Superintendent shall be a principal or employee of CONTRACTOR. COUNTY may, at its sole discretion, require replacement of the Superintendent, in which case CONTRACTOR shall submit an acceptable replacement at no increase in Contract Price nor extension in Contract Time. The Superintendent shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR. Whenever the Superintendent is not present on any particular part of the Work where the ENGINEER may desire to inform the CONTRACTOR relative to interpretation of the Plans and Specifications or regarding disapproval or rejection of Materials or Work performed, the ENGINEER may so inform the foreman or other workers in charge of the particular part of the Work in reference to which the information is given. Information so given shall be as binding as if given to the Superintendent.

6.1.3 The Superintendent and similar authorized representatives of any Subcontractor, Supplier or other person or organization shall attend all meetings pertaining to the Work, as requested by COUNTY or ENGINEER.

6.1.4 No Work shall be performed by any Subcontractors without the CONTRACTOR's Superintendent physically present on the Work site.

6.1.5 The CONTRACTOR's Superintendent at all pre-construction and Project meetings shall discuss the Progress Schedule and summary bar charts relating to coordination and scheduling including, but not limited to, CONTRACTOR's coordination of utility installations, relocations (temporary and permanent), COUNTY work, and the work of others at the Project site.

6.2 Personnel and Working Hours.

6.2.1 CONTRACTOR shall at all times maintain good discipline and order at the site.

6.2.2 CONTRACTOR shall provide competent, qualified personnel to perform construction as required by the Contract Documents. Contractor shall employ a Professional Land Surveyor with current Florida registration to survey and lay out the Work (in accordance with any additional provisions included in the Supplementary Conditions). CONTRACTOR is fully responsible to provide a sufficient number of skilled workers and supervisory personnel to perform the Work and assure that the Work is completed within the Contract Time. Failure to fully man the Project with supervisory personnel and skilled workers shall be cause for termination of CONTRACTOR.

6.2.3 Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during normal Working hours, and CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any Holiday without COUNTY's written consent given after prior written notice to ENGINEER. Normal Working hours shall be defined as the CONTRACTOR's normal eight hour Working period occurring between the hours beginning at 7:00 A.M. and ending at 6:00 P.M.,

exclusive of Saturdays, Sundays, or Holidays. Work during other than normal Working hours may be scheduled by CONTRACTOR if he first obtains written permission from COUNTY.

6.2.4 COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's extra costs incurred in connection with CONTRACTOR's performance of Work during hours other than normal Working hours. Such costs may include, but shall not be limited to, ENGINEER'S charges to COUNTY while acting as COUNTY's representative (including charges outside of normal Working hours for Construction Manager, Field Representatives, and Inspectors), COUNTY's costs incurred in the performance of COUNTY's responsibilities as set forth in the Contract Documents, and other related costs.

6.3 Apprentices. CONTRACTOR's utilization of apprentices shall conform to the provisions of Chapter 446, Florida Statutes.

6.4 CONTRACTOR's Responsibilities for Furnishing. Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all Materials, Equipment, labor, transportation, construction Equipment and machinery, tools, appliances, fuel, power, light, heat, ventilation, cooling, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 Items of Material or Equipment.

6.5.1 All Materials and Equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of Materials and Equipment. All Materials and Equipment shall be handled, stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of COUNTY's or ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

6.5.2 Manufacturers' or Suppliers' warranties for all Materials, products and Equipment to be furnished by CONTRACTOR and to be incorporated into the completed Work shall be furnished to COUNTY through CONTRACTOR.

6.5.3 CONTRACTOR shall obtain from Suppliers of all Materials, products and Equipment, complete information as to any special condition or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for use of the product, CONTRACTOR shall notify ENGINEER in writing of such conflict as soon as reasonably possible, but no later than the time of Shop Drawing submittal including those products. Failure to provide such written notice before proceeding with the Work affected thereby shall be certification by CONTRACTOR that the Specification requirements will be met by the Materials, products and Equipment, and that the cost and time required to perform or complete the Work affected thereby have been included in the Contract Price and in the schedule for the performance of the Work within the Contract Time.

6.5.4 Data submitted on all Equipment shall include complete operation and maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements. Such submittals shall conform to any additional requirements provided in the Contract Documents.

6.6 Wood Products. Except as may be otherwise provided by Laws or Regulations, pursuant to Chapter 225, Florida Statutes, lumber, timber and other forest products specified in the Contract Documents shall be produced and manufactured in Florida whenever such products are available, provided that price, fitness and quality are equal to other available products. This requirement does not apply where plywood is specified for monolithic concrete forms.

6.7 Equivalent Materials and Equipment.

6.7.1 Whenever Materials or Equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or Equipment proposed is equivalent to that named.

6.7.2 Requests for review of substitute items of material and Equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or Equipment CONTRACTOR shall, within ten (10) Days prior to the opening date to allow a proper review without impacting the schedule, make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application shall state whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in (1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting substitute; and (2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish, at CONTRACTOR's expense, additional data about the proposed substitute.

6.7.3 ENGINEER shall be the sole judge of acceptability, and no substitute shall be ordered or installed without ENGINEER's prior written acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price or Contract Time, and COUNTY may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, CONTRACTOR shall not be excused from producing Work in conformity with the requirements of the Contract Documents.

6.7.4 ENGINEER will record time required by ENGINEER, ENGINEER OF RECORD and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs including the charges of ENGINEER, ENGINEER OF RECORD and their consultants for evaluating any proposed substitute.

6.7.5 The net difference in cost between the substitute item and that specified shall benefit COUNTY and CONTRACTOR in equal proportions. If ENGINEER estimates that the deduction proposed by CONTRACTOR does not, in its opinion, reflect the sharing of costs in the portions described above, this shall be adequate justification to reject the proposed substitution.

6.7.6 CONTRACTOR assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the dimensions, arrangement, design and construction details, and all other features of substitute items are suitable for their intended purpose.

6.7.7 In the event that a substitute item differs materially from the specified item of Material or Equipment, and said difference was not expressly identified in CONTRACTOR's request for the substitution, or the

incorporation of the substitute into the Work results in a change(s) to the Work or in the function or general design of the Project, ENGINEER will have authority to require the removal and replacement of said substitute.

6.8 Concerning Subcontractors, Suppliers and Others.

6.8.1 CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including but not limited to those who are to furnish the principal items of Materials or Equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A Subcontractor, Supplier or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the Notice of Award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY or ENGINEER. Acceptance of any Subcontractor, Supplier or other person or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject Defective Work by CONTRACTOR or any Subcontractor, Supplier or any other person or organization. If COUNTY or ENGINEER after due investigation has reasonable objection to any Subcontractor, Supplier or other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute. Such Subcontractor, Supplier person or organization shall neither commence nor continue Work after COUNTY or ENGINEER objects to said entity. In the event that any such reasonable objection and acceptable substitute will cause additional expense or extend performance of the Work, or part thereof, beyond the Contract Time for the Work, or part thereof, CONTRACTOR may make a request for an adjustment in Contract Price or Contract Time. However, any changes in Contract Price made under this subsection shall exclude any adjustments for any increases in CONTRACTOR's costs in connection with an increase in Contract Time resulting from the reasonable objection and acceptable substitute submitted pursuant to this subsection. In any such case, the extension in Contract Time so granted, if any, shall be CONTRACTOR's sole and exclusive remedy for delay, disruption, interference, inefficiency, acceleration, hindrance and costs thereto. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization against whom CONTRACTOR has reasonable objection.

6.8.2 CONTRACTOR shall give prompt written notice to COUNTY with copy to ENGINEER of CONTRACTOR's intent to remove or replace a Subcontractor, Supplier or other person.

6.8.3 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and Suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between COUNTY or ENGINEER and any Subcontractor or Supplier or other person or organization having a Subagreement with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment due any Subcontractor, Supplier or other person or organization, except as may otherwise be required by law. COUNTY or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done. No Subcontractor, Supplier or other person or organization shall be a third party beneficiary of this Contract.

6.8.4 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The divisions of the Specifications are complementary, and anything mentioned or shown in a division of the Specifications or in a specific trade Drawing shall be of like effect as if shown in all divisions of the Specifications and in all Drawings. In addition to other requirements in the Contract Documents, Shop Drawings of a specific trade shall be compared to and coordinated with those from other trades by CONTRACTOR before submission to ENGINEER.

6.8.5 All Work performed for CONTRACTOR by a Subcontractor, Supplier or other person or organization will be pursuant to an appropriate Subagreement between CONTRACTOR and the Subcontractor, Supplier or other person or organization which specifically binds the Subcontractor, Supplier or other person or organization to the applicable terms and conditions of the Contract Documents for the benefit of COUNTY.

6.8.6 If requested in writing by COUNTY, CONTRACTOR shall deliver to COUNTY a copy of each Subagreement with a Subcontractor, Supplier or other person or organization performing a part of the Work within seven (7) days of COUNTY's request.

6.9 Patent Fees and Royalties. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, it shall remain the responsibility of CONTRACTOR to assume all costs incident to the use in the performance of the Work or the incorporation in the Work of said invention, design, process, product or device. Whenever CONTRACTOR is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this Agreement shall be filed with ENGINEER. However, whether or not such agreement is made or filed as noted, CONTRACTOR and CONTRACTOR's Surety in all cases shall indemnify and hold harmless and defend COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including but not limited to charges of engineers, architects, other professionals and attorneys' fees and attorneys' fees on appeal and all costs of defense or appeal) arising out of any infringement of letters, trademark, patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.10 Permits. Unless otherwise provided in the Contract Documents, CONTRACTOR shall obtain and pay for all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. CONTRACTOR shall pay all charges of utility service companies for utilities service to accomplish the Work. CONTRACTOR shall meet all requirements of all permits and licenses and shall be responsible for all fines, assessments, and penalties of any nature assessed against the CONTRACTOR or COUNTY or both relating to any permit violation.

6.11 Laws and Regulations.

6.11.1 CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the Work. If CONTRACTOR observes that the Contract Documents are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order (subject to the provisions of Sections 3, 10, and 11). If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom.

6.11.2 CONTRACTOR shall pay all sales, consumer, use and other taxes required to be paid by it in accordance with the Laws and Regulations of the place of the Project.

6.12 Use of Premises.

6.12.1 CONTRACTOR shall confine construction Equipment, the storage of Materials and Equipment and the operations of workers to areas permitted by Laws and Regulations, rights-of-way, easements, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction Equipment or other Materials or Equipment. CONTRACTOR shall assume full responsibility for any damage to any such property, or to the owner or occupant thereof or of any other property, caused or alleged to have been caused by or incident to the execution of this Work. CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim.

6.12.2 Notwithstanding the designation of Project limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work, such as trenching and landscaping, may require that certain operations be carried out beyond such limits. Those operations, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of COUNTY, abutters and the public. CONTRACTOR shall obtain COUNTY's prior approval and all necessary approvals from others, governmental entities and utility companies for such operations, and prosecute such operations expeditiously and restore the affected property to its original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents. All those areas on which temporary driveways or walks are routed shall be restored to their original condition, immediately when normal routing can be reinstated, unless otherwise specified in the Contract Documents. Pumping, draining and control of surface and groundwater shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

6.12.3 Except as specifically arranged with the owners of adjacent premises, CONTRACTOR shall avoid any encroachment on adjacent premises. It is specifically agreed that CONTRACTOR shall repair and make good any damage to adjacent premises or improvements thereon caused by its operation, including any damage or loss to the tenant of such adjoining premises or to the owners thereof, whether to buildings, stocks of merchandise, trade fixtures, or otherwise.

6.12.4 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and 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 COUNTY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.12.5 CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to loads that will endanger it.

6.12.6 During the progress of the Work, CONTRACTOR shall maintain the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). CONTRACTOR shall implement a grass mowing schedule for all property within the Project premises including all property owned by the COUNTY and all easements (temporary and permanent). The grass mowing schedule shall assure that grass and weeds within the Project premises do not exceed eighteen inches (18") in height.

6.13 Record Documents. CONTRACTOR shall maintain in a safe place at the site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Change Requests, Field Orders correspondence, field test records, contractor's daily reports and construction photographs, and written interpretations and clarifications in good order, and annotated to show all changes made during construction. These record documents, together with all approved samples and shop drawings will be available at all times during regular Working hours to ENGINEER and COUNTY. In addition, CONTRACTOR shall submit on a daily basis two (2) copies of the preceding day's daily report to the COUNTY through ENGINEER. The record drawings shall be marked up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of all utilities, structures, etc., encountered or installed. A "record" survey book shall be kept and shall include the following items:

1. The location and elevation of all existing Underground Facilities, utilities, structures, etc. encountered.

2. The finished location and elevation of all Underground Facilities, utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, curbs, driveways, pavement and any and all underground structures.

All record notes shall be kept in book(s) designated "record" and no other survey notes will be kept in such books. CONTRACTOR will be required to review with ENGINEER the status of the as-built plans and the record survey notes in connection with ENGINEER's evaluation of each Application for Payment. Failure to maintain record documents current shall be just cause to withhold payments for Work performed. Upon completion of the Work, ENGINEER shall deliver to the CONTRACTOR a reproducible set of current Plans. CONTRACTOR will transfer all his as-built information to these reproducibles and deliver the resultant as-built set of plans, together with the record survey book to ENGINEER for COUNTY. Each completed set of "As-Built" drawings must include on its face, a certified statement by the CONTRACTOR'S Professional Land Surveyor that the set of "As-Built" drawings accurately depicts the actual Work as constructed.

6.14 Safety and Protection.

6.14.1 CONTRACTOR shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons (including but not limited to the general public) who may be affected thereby; all the Work and all Materials or Equipment to be incorporated therein, whether in storage on or off the site; and other property at the site, adjacent thereto, or utilized by CONTRACTOR including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, Underground Facilities and utilities not designated for removal, relocation or replacement in the course of construction regardless of whether such other property is indicated in the Contract Documents. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as ENGINEER issues a notice to COUNTY and CONTRACTOR that the Work is acceptable.

6.14.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier 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 at his sole cost.

6.14.3 CONTRACTOR shall comply with all applicable Laws and Regulations of any governmental entity having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss including, but not limited to, OSHA (Public Law 91-596) and the Contract Work Hours and Safety Standards Act (Public Law 91-54); and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall designate a responsible member of his organization at the site whose duties shall be preventing accidents and insuring compliance with all applicable safety regulations. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to COUNTY.

6.14.4 When the performance of the Work requires the use of shoring, sheet piling and other special construction related to excavation, and when required by Laws or Regulations, CONTRACTOR shall cause the design of said shoring, sheet piling and other special construction to be performed by a registered professional engineer licensed in the State of Florida. CONTRACTOR shall submit, as a Shop Drawing, a certification by the registered engineer, stating that it has complied with this requirement. CONTRACTOR shall meet all requirements of such designs prepared by a registered engineer. In addition to any requirements imposed by law, CONTRACTOR shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the performance of the Work.

6.14.5 CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. Whenever any notice is required to be given by COUNTY or CONTRACTOR to any adjacent or adjoining landowner or other party before commencement of any Work, such notice shall be given by CONTRACTOR.

6.14.6 CONTRACTOR shall take reasonable care during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from Equipment shall be treated with a tree dressing.

6.14.7 At all times CONTRACTOR shall, and shall cause his Subcontractors and Suppliers to, carefully protect its and their Work, Materials, Equipment, and supplies against damage or injury from the weather. If in the opinion of ENGINEER any of the above has been damaged or injured by reason of failure on the part of CONTRACTOR, any Subcontractor or Supplier to perform according to the requirements of this provision, said Work, Materials, Equipment and supplies shall be removed and replaced at the expense of CONTRACTOR.

6.14.8 CONTRACTOR shall notify ENGINEER of any job site injuries at the Project site. Serious injuries shall be verbally reported to the ENGINEER within two (2) hours of occurrence of the incident. CONTRACTOR shall submit a written report of each serious injury to ENGINEER within twenty-four (24) hours of occurrence of the incident. CONTRACTOR shall prepare injury reports regardless of whether the injury is to the CONTRACTOR's personnel, subcontractors, COUNTY personnel or other persons.

6.14.9 Prior to mobilization, CONTRACTOR shall submit to ENGINEER a copy of CONTRACTOR's safety plan. CONTRACTOR's safety plan shall address, but not be limited to, the following:

6.14.9.1 Trench Safety Procedures;

6.14.9.2 Confined Space Entry Procedures;

6.14.9.3 Compliance with all U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements applicable to the Work;

6.14.9.4 Assurance that a first aid person is designated, phone numbers of physicians, hospitals and ambulance services must be posted at the site, assurance that a first aid kit is available at the job site;

6.14.9.5 Provide all necessary personnel protective equipment including as necessary, but not limited to, the following: hard hats, safety glasses, respirators, ear protection, protective clothing;

6.14.9.6 Assure observation of all applicable speed limits;

6.14.9.7 Provide all necessary safety equipment including as necessary, but not limited to, the following: barricades, flags and flagmen, bracing, shoring and sloping at excavations and scaffolds.

6.14.9.8 The safety plan shall assure proper use of lasers or other activities involving combustibles;

6.14.9.9 The safety plan shall assure that during welding and cutting operations, the CONTRACTOR shall provide appropriate fire watchmen and fire extinguishers;

6.14.9.10 CONTRACTOR's safety plan shall assure that all heavy equipment shall be equipped as required by all applicable OSHA, ANSI, or other regulations.

6.14.10 No provision of these Contract Documents or the requirement that CONTRACTOR provide a copy of CONTRACTOR's safety plan shall be effective to assign to ENGINEER or to the COUNTY, their Consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work relating to CONTRACTOR's responsibility for safety or any duty or authority to undertake responsibility assigned to CONTRACTOR under the Contract Documents.

6.15 Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give

COUNTY prompt written notice if CONTRACTOR believes that any significant changes in the Work have resulted because of the action taken in response to an emergency. If COUNTY determines that changes are required, COUNTY shall authorize the changes by Change Order. If the emergency was not due to the fault or negligence of CONTRACTOR, or any Subcontractor or Supplier or anyone for whose acts any of them may be liable and the changes cause an increase or decrease in CONTRACTOR's cost or the time required to perform any part of the Work, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

6.16 Shop Drawings and Samples.

6.16.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions, five (5) copies for use by COUNTY, ENGINEER and plus additional copies as required by CONTRACTOR (unless otherwise specified in the Contract Documents) of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. CONTRACTOR shall submit a copy of the transmittal letter providing drawing numbers and titles for each item included in a Shop Drawing submittal to ENGINEER.

6.16.2 CONTRACTOR shall also submit to ENGINEER for review and approval, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, any pertinent data such as catalog numbers and the use for which it is intended.

6.16.3 CONTRACTOR's stamp of approval on any Shop Drawing or sample shall specifically indicate in writing, or if not indicated in writing, shall constitute a representation that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, Materials, catalog numbers, specified performance criteria, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents.

6.16.4 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's and ENGINEER OF RECORD's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted of each such variation.

6.16.5 ENGINEER will review Shop Drawings and review samples and return CONTRACTOR's submittals stamped with the following notation:

APPROVED	[ ]
APPROVED AS CORRECTED	[ ]
REVISE AND RESUBMIT	[ ]
NOT APPROVED	[ ]

Approval is only for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The CONTRACTOR is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the Work of all trades.

ENGINEER OF RECORD's and ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of Equipment and systems designed by CONTRACTOR, engineering design furnished by CONTRACTOR, CONTRACTOR's means, methods,

techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto, the correctness of which shall remain the sole responsibility of CONTRACTOR. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER OF RECORD and ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER OF RECORD or ENGINEER on previous submittals.

6.16.6 ENGINEER OF RECORD's and ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER OF RECORD's and ENGINEER's attention to each such variation at the time of submission and ENGINEER OF RECORD or ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER OF RECORD or ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of subsection 6.16.3.

6.16.7 Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been returned by ENGINEER OF RECORD or ENGINEER and noted "Approved" or" Approved As Corrected".

6.16.8 All costs incurred in connection with ENGINEER OF RECORD's or ENGINEER's review and return of a particular Shop Drawing or sample submission after ENGINEER OF RECORD's or ENGINEER's second time review shall be borne by CONTRACTOR, including ENGINEER OF RECORD's and ENGINEER's charges to COUNTY under the terms of their agreements with COUNTY. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.16.9 In reviewing Shop Drawings or samples, ENGINEER OF RECORD or ENGINEER shall be allowed (thirty) 30 days from the date ENGINEER OF RECORD or ENGINEER receives the submittal or resubmittal from CONTRACTOR to return the submittal in accordance with this Section, unless otherwise provided in the Contract Documents. ENGINEER OF RECORD's or ENGINEER's review and return of a Shop Drawing or sample within the time allowed shall not justify an increase in Contract Price or an extension in Contract Time. Any delay in connection with CONTRACTOR's submittal and any resubmittal of a particular Shop Drawing or sample shall represent delays under the control of CONTRACTOR and shall not justify an increase in Contract Price or an extension in Contract Time.

6.17 Continuing the Work. CONTRACTOR shall carry on the Work and maintain the Progress Schedule during all disputes or disagreements with COUNTY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and COUNTY may otherwise agree in writing. Suspension of the Work by CONTRACTOR during any dispute or disagreement with COUNTY shall entitle COUNTY to terminate the CONTRACT for cause, except as otherwise provided in Section 15.

6.18 Indemnity.

6.18.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend (provide and pay for legal defense) COUNTY, ENGINEER OF RECORD, OWNER'S REPRESENTATIVE and their consultants, and each of their directors, officers, agents, and employees from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, and cost and attorney's fees on appeal, arising or allegedly arising in any manner out of, related to, resulting from, or in connection with the performance of the Work, both on and off the Project site, including any act or omission of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts or omissions any of them may be liable, caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons or entities employed or utilized by the CONTRACTOR in the performance of the Work.

6.18.2 In any and all claims against the indemnified parties by any employee of CONTRACTOR, any Subcontractor, any Supplier, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subsections 6.18.1 and 6.18.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable, by or for CONTRACTOR, or any Subcontractor, or any supplier, or other person under Workers' compensation acts, disability benefit acts, or other employee acts.

6.18.3 The obligations of CONTRACTOR under subsections 6.18.1 and 6.18.4 shall not extend to the liability of ENGINEER OF RECORD, ENGINEER and their consultants, directors, officers, employees and agents and each of their directors, officers, employees, and agents arising out of, or resulting from, or in connection with the preparation or approval of maps, Drawings, opinions, reports, surveys, designs or Specifications, providing that the foregoing were the sole and exclusive cause of the loss, damage, or injury.

6.18.4 CONTRACTOR shall also indemnify and hold harmless and defend (provide and pay for legal defense) COUNTY and ENGINEER and their consultants, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages (including damages to the Work itself), attorneys' fees, and other costs (including costs and attorney's fees on appeal), which any of them may incur with respect to the failure, neglect, or refusal of CONTRACTOR to faithfully perform the Work and the CONTRACTOR's obligations under the Contract Documents. Such costs, expenses, and damages shall include all costs including attorneys' fees and costs and attorneys' fees and costs on appeal incurred by the indemnified parties in any lawsuit to which they are a party.

6.18.5 At COUNTY's sole option and utilizing attorneys agreeable to COUNTY, CONTRACTOR shall defend all suits or claims as set out in this Section 6.18.

6.18.6 In the event that COUNTY incurs costs contrary to this indemnification agreement, COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

6.19 Progress of the Work.

6.19.1 The CONTRACTOR shall physically mobilize at the Work site within fourteen (14) Days of the Date of Commencement of the Contract Time and substantially complete mobilization activities no later than thirty (30) Days from the Date of Commencement of Contract Time. Substantial completion for mobilization shall be defined as activities that include, at least (1) installation of the field office, (2) temporary utility provisions for water, sewer, electrical, telephone and other utilities in service, and (3) commencement of initial site Work including clearing and grubbing or blasting and removal of existing improvements at the Work site. In the event that the CONTRACTOR fails to mobilize as required in this Section, the COUNTY may withhold additional retainage as provided in Section 6 of the Agreement.

6.19.2 If ENGINEER determines that CONTRACTOR is failing to maintain progress of the Work in accordance with the Progress Schedules, CONTRACTOR shall take steps as may be necessary to improve his progress, and ENGINEER may require him to increase his Work force, or hours, or days of Work, or the amount of construction plant or all of them, and to submit to ENGINEER for approval such supplementary

schedule or schedules as may be deemed necessary to demonstrate the manner in which the requisite progress will be regained and maintained, all without time extensions or additional cost to COUNTY.

6.19.3 Failure of CONTRACTOR to comply with the requirements of ENGINEER under this Section shall be grounds for determination by ENGINEER that CONTRACTOR is not prosecuting the Work with such diligence as will insure completion within the time specified. ENGINEER will then so inform COUNTY. COUNTY may thereupon withhold additional retainage in anticipation of liquidated damages as provided in Section 6 of the Agreement or suspend the Work or terminate CONTRACTOR's services should CONTRACTOR fail to comply with this Section.

6.20 Project Meetings.

6.20.1 The CONTRACTOR along with appropriate subcontractors shall attend Project meetings requested by ENGINEER or COUNTY for the purpose of discussing and resolving matters concerning the various elements of the Work. If CONTRACTOR or his subcontractors fail to attend a meeting, COUNTY shall be entitled to deduct the costs of COUNTY, ENGINEER, and ENGINEER OF RECORD representatives attending the meeting from the CONTRACT PRICE by issuing a Change Order.

6.20.2 CONTRACTOR shall submit for the Project meeting a summary bar chart of the Work activities anticipated for the following fourteen (14) days. This schedule will be used by the CONTRACTOR to discuss and coordinate the Progress Schedule with utility contractors, the COUNTY's own forces, and others performing work at the Project site and by ENGINEER for the ENGINEER's planning of testing and inspection within ENGINEER's scope of responsibility and shall be an item of discussion at the Project meeting.

6.20.3 CONTRACTOR's obligation to coordinate the Progress Schedule with all utility contractors, the COUNTY's own forces and others performing work at the Project site shall be an item of discussion raised by the CONTRACTOR at each Project meeting. The CONTRACTOR shall discuss scheduling concerns related to the work of each utility contractor, the COUNTY and others. The CONTRACTOR's summary bar chart of Work activities referenced above and CONTRACTOR's discussion shall identify all reasonable measures taken by the CONTRACTOR to minimize the effect of utility, COUNTY and work by others on the Progress Schedule including CONTRACTOR's cooperative scheduling of all such work. CONTRACTOR's summary bar chart and CONTRACTOR's discussion shall include the advance notification, required by subsection 6.43.2.2 including dates on which utility, COUNTY and work by others must be coordinated with the CONTRACTOR's Work and operations to avoid delay.

6.21 CONTRACTOR Not Agent of COUNTY. CONTRACTOR shall perform all Work under the Contract Documents as an independent contractor and shall not be considered an agent of COUNTY, nor shall CONTRACTOR's Subcontractors or Suppliers or employees be considered agents of COUNTY. CONTRACTOR and not COUNTY shall be solely responsible to any and all Subcontractors and Suppliers and all those employed by them for their costs, expenses, fees and profits, if any, in performing the Work.

6.22 Inspection and Audit.

6.22.1 COUNTY shall have access to the Work and the right to audit all of CONTRACTOR's books, ledgers, records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and other documents pertinent to all Cost and Pricing Data used by CONTRACTOR in the determination of CONTRACTOR'S Bid for the Work, in pricing, negotiating or costing Work covered by a Change Order, Change Request or Contract Claim, or otherwise relating to the Work, and CONTRACTOR shall preserve and make available at CONTRACTOR's office at all reasonable times all such records for a period of five (5) years after Final Payment.

6.22.2 In the event of termination, the records relating to the Work, or part thereof, affected by such termination shall be made available for five (5) years after the termination. Records pertaining to Contract Claims, to litigation or the settlement of Contract Claims arising under or relating to the performance of the Work shall be made available until disposition of such appeals, litigation, or Contract Claims.

6.22.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.22, including this subsection 6.22.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to properly identify the contracting parties.

6.23 Truth-In-Negotiation.

6.23.1 CONTRACTOR warrants that all bid line items are true, complete and accurate and include all costs, overhead, profit and all other amounts associated with such items and may be relied upon by COUNTY when making additions or deductions to the Contract Price. CONTRACTOR further warrants that all Cost and Pricing Data provided to ENGINEER and COUNTY during the term of the Contract Documents shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to ENGINEER and COUNTY immediately. COUNTY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and Contract Time on account of corrections to inaccurate or incomplete information provided by CONTRACTOR.

6.23.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by COUNTY to CONTRACTOR in excess of what it is entitled under the Contract Documents shall be reimbursed by CONTRACTOR to COUNTY. The making of Final Payment to CONTRACTOR shall not be a waiver of COUNTY's right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR's obligation to refund the overpayment. The terms of subsection 6.23 shall survive the COUNTY's making Final Payment.

6.23.3 CONTRACTOR shall insert a provision containing all the requirements of subsection 6.23, including this subsection 6.23.3, in all Subagreements between CONTRACTOR and Subcontractors or Suppliers or other persons, altering the subsection only as necessary to identify properly the contracting parties.

6.24 Correspondence. All CONTRACTORS's correspondence shall include the COUNTY's Project name and the COUNTY's designated contract number. All CONTRACTOR's correspondence shall have identification numbers assigned by CONTRACTOR. The identification numbers shall be sequential and assigned chronologically to these Contract Documents only such that each CONTRACTOR's submission can be individually identified by reference to the assigned identification number. The numbering system must be approved by ENGINEER. Any correspondence not so identified may not be accepted by ENGINEER.

6.25 Protection of Historical Properties.

6.25.1 CONTRACTOR shall comply with Florida's Archives and Historical Act (Chapter 267, Florida Statutes) and the regulations of the local historic preservation board as applicable and protect against the potential loss or destruction of significant historical or archaeological data, sites, and properties in connection with the Work.

6.25.2 CONTRACTOR shall be responsible for immediately reporting to the governmental entity or agency with jurisdiction any archaeological features which are encountered or unearthed during the performance of the Work, and for protecting same to the satisfaction of such governmental entity or agency. CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if COUNTY and CONTRACTOR believe the delays require an extension in Contract Time, COUNTY shall authorize the necessary change in Contract Time only and CONTRACTOR shall not be entitled to any increase in Contract Price.

6.26 Responsibility for Connecting to Existing Services and Utilities. At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing,

etc. Connections shall be made at a time that will result in the least possible interference with existing services.

6.27 Additional Provisions.

6.27.1 CONTRACTOR shall be responsible for all cutting of masonry and other Materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.

6.27.2 CONTRACTOR shall be responsible for preparing and delivering to ENGINEER, on a daily basis, reports recording labor and Equipment available and utilized, and Materials and Equipment received each day, on a form acceptable to ENGINEER. If CONTRACTOR fails to submit reports daily, ENGINEER may withhold approval of any Application for Payment until such time as CONTRACTOR submits the required information. CONTRACTOR shall make available any such records as requested by ENGINEER to verify that the reports are accurate.

6.27.3 CONTRACTOR shall submit to ENGINEER at the beginning of each Work shift, a list of specific items requiring final inspection, monitoring, or witnessing by ENGINEER.

6.28 Inspection and Tests at Source of Supply.

6.28.1 If the volume, progress of the Work, and other considerations warrant the ENGINEER may undertake the inspection of Materials at the source of supply.

6.28.2 The CONTRACTOR shall assure that the COUNTY representative has free entry at all times to such parts of the plant as concern the manufacture or production of the Materials ordered, and shall bear all costs incurred in providing all reasonable facilities to assist in determining whether the Material furnished complies with the requirements of the Specifications.

6.28.3 The COUNTY, however, assumes no obligation to make such inspection of Materials at the source of supply, and the responsibility for assuring that the Materials are satisfactory rests entirely with the CONTRACTOR.

6.28.4 The COUNTY may elect to retest Materials which have been tested and accepted at the source of supply, after they have been delivered, and all Materials which, when retested, do not comply with the requirements of the Specifications will be rejected.

6.29 Control by Samples and Tests.

6.29.1 The ENGINEER may require any or all Materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as he may determine. Unless otherwise provided, such tests will be made by and at the expense of the COUNTY. The CONTRACTOR shall afford such facilities as the ENGINEER may require, for collecting and forwarding samples and shall not make use of, nor incorporate in the Work, any Materials represented by the samples until the tests have been made and the Materials found acceptable. The CONTRACTOR shall furnish at his own expense, the Material necessary for the required samples, delivered to the point designated, without charge. Boxes for shipping of concrete cylinders will be furnished by the COUNTY.

6.29.2 In the case of pavements, both base course and surface course, the CONTRACTOR shall, when required by the ENGINEER, furnish samples taken from the completed Work at any point indicated by the ENGINEER and shall immediately replace the areas to removed with Materials and construction to conform to the Specifications and to the line and grade of the immediate surrounding pavement surface. No additional compensation will be allowed for furnishing such samples and replacing the areas with new pavement as described above.

6.29.3 Methods of sampling and testing Materials shall be in accordance with Florida Methods so far as covered therein. Otherwise, they shall be in accordance with standards of AASHTO, ASTM, or other criteria as specifically designated. Where an AASHTO, ASTM or other non-Florida Method is designated, but a Florida Method which is similar exists, sampling and testing shall be in accordance with the Florida Method. Whenever in these Specifications Florida, AASHTO, ASTM, or other standards are referenced without identification of the specific time of issuance, the reference shall construed to mean the most current issuance, including interims or addendums thereto, at the time of advertisement for Bids for a Project.

6.29.4 The bearing value of soils shall be determined by FDOT's Florida Soil Bearing Tests or by the methods required for the Limerock Bearing Ratio Method, whichever is designated in the Plans.

6.29.5 Sieves shall conform to the requirements of AASHTO M 92.

6.29.6 As a general practice, the COUNTY, in order to expedite the Work, may accept certain Materials on the basis of tests made on advance samples taken and submitted by the producer, provided that tests on a representative number of samples of the Material taken by the ENGINEER after its arrival at the Work site confirm that the Material meets the COUNTY's Specifications. In the event that tests made on the samples taken by the ENGINEER do not substantiate those made on the advance samples submitted by the producer, and there is evidence that this privilege of expediting the use of the Material is being abused, then this privilege will no longer be extended to such producer.

6.29.7 A card shall be attached to each producer's sample, showing the following information: Project designation, intended use of Material, name of producer, source of supply, quantity represented by sample, date sampled and any other information pertinent to the Material or Work. Care shall be used in preparing and shipping samples to assure that all packages are clean before Material has been placed therein, and are tied, or closed and wrapped, securely.

6.29.8 For the verification of weights or proportions and character of Materials, and determination of temperatures used in the preparation of Materials and mixtures, the ENGINEER or his authorized representative shall have access at all times to all parts of any paving or other plants connected with the Work. The CONTRACTOR shall facilitate and assist in the verification of the accuracy of all scales, measures and other devices, and shall protect them from the wind and elements whenever such protection is necessary.

6.29.9 For all aggregates entering into asphaltic concrete mixes, unless the ENGINEER specifically directs otherwise, all samples are to be selected and taken by the ENGINEER. The ENGINEER shall be advised as to location and source three weeks prior to the time the aggregates are needed for the design of the mix, in order that he can arrange for the samples of the Materials to be taken.

6.29.10 For the designs of asphaltic concrete mixes by the COUNTY not more than three design mixes will be established without charge, for each type of mixture on any one Agreement.

6.30 Storage of Materials.

6.30.1 Materials shall be so stored as to insure the preservation of their quality and fitness for the Work and shall be so located as to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed Specifications concerning the storage of specific Materials are prescribed in Division II (Construction Details). Materials improperly stored may be rejected without testing.

6.30.2 If permitted by the ENGINEER, that portion of the right-of-way outside the clear zone not required for public vehicular or pedestrian travel may be used for storage purposes and for placing of the CONTRACTOR's plant and Equipment. Any additional space required shall be provided by the CONTRACTOR at his expense.

6.30.3 The protection of stored Materials shall be the CONTRACTOR's responsibility and the COUNTY shall not be liable for any loss of Materials, by theft or otherwise, nor for any damage to the stored Materials.

6.31 Defective Materials. All Materials not conforming to the requirements of the Specifications; segregated Materials, even though previously tested and approved; Materials which are or have been improperly stored; and Materials which are mixed with an excess of clay, coal, sticks, burlap, hay, straw, loam or earth, or other debris. All such Materials, whether in place or not, will be rejected and shall, unless otherwise permitted by the ENGINEER, be removed immediately from the site of the Work and from the CONTRACTOR's storage areas, at the CONTRACTOR's expense. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the CONTRACTOR to comply promptly with any order of the ENGINEER made under the provisions of this Section, the ENGINEER shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the CONTRACTOR.

6.32 Preservation of Property.

6.32.1 The CONTRACTOR shall preserve from damage all property along the line of Work, or which is in the vicinity of or is in any way affected by the Work, the removal or destruction of which is not called for by the Plans. This applies to public and private property, public and private utilities (except as modified by the provisions of 6.33), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the CONTRACTOR), etc., and whenever such property is damaged due to the activities of the CONTRACTOR it shall be immediately restored to a condition similar or equal to that existing before such damage or injury was done by the CONTRACTOR, and at his own expense, or he shall make good such damage or injury in an acceptable manner. The CONTRACTOR shall protect existing bridges during the entire construction period, from damage caused by any of his operations or Equipment. The CONTRACTOR will not be required to provide routine repairs or maintenance for such structures but will be required, at his own expense, to make immediate repairs of any damage occasioned by his use or operations. In the event that the CONTRACTOR's use or operations result in damage to a bridge requiring repairs, such repairs shall have a prior right to any Equipment, Materials or labor at the CONTRACTOR's disposal.

6.32.2 In case of failure on the part of the CONTRACTOR to restore such property, bridge, road or street, or to make good such damage or injury, the ENGINEER may, upon 48 hours notice, proceed to repair, rebuild or otherwise restore such property, road or street as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the CONTRACTOR under the Agreement contract. Nothing in this Section shall prevent the CONTRACTOR from receiving proper compensation for the removal, damage or replacement of any public or private property, not shown on the Plans, which is made necessary by alteration of grade or alignment and such Work is authorized by the ENGINEER provided that such property has not been damaged through fault of the CONTRACTOR or his employees or agents.

6.32.3.1 Where the CONTRACTOR hauls Materials or Equipment to the Project over roads and bridges on the state park road system, state highway system, COUNTY roadways or city street system and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. The above requirement may be modified in accordance with any agreement the CONTRACTOR might make with the governmental unit having jurisdiction over a particular road or bridge provided that he submits written evidence of such agreement.

6.32.3.2 Operation of Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including, but not necessarily limited to bridges, drainage structures, base course and pavement, will not be permitted. Equipment or hauling units loaded in excess of the maximum weights permitted shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement, and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its Work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as authorized by the ENGINEER.

6.32.3.3 All existing roadside traffic signs and guardrail for which permanent removal is not indicated shall be protected against damage or displacement. Whenever such signs or guardrail lie within the limits of construction, or wherever so directed by the ENGINEER due to exigencies of construction operations, the existing roadside signs and guardrail shall be taken up by the CONTRACTOR, properly stored, and subsequently reset at the original location or, in the case of widened pavement or roadbed, at locations designated by the ENGINEER.

6.32.4.1 The CONTRACTOR shall give notification to the ENGINEER or the superintendent of the railroad company appropriately in advance of (minimum of 72 hours) his beginning of any operations within the limits of the railroad right-of-way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than an established public crossing and any other Work which may affect railroad operations or property.

6.32.4.2 The CONTRACTOR shall comply with whatever requirements an authorized representative of the railroad company deems necessary in order to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims brought on account of damages or injuries resulting from the CONTRACTOR's operations within or adjacent to railroad company right-of-way shall be the CONTRACTOR's responsibility.

6.32.4.3 When protective services to insure the safety of railroad operations (watchman or flagman service) are essential during certain periods of the Work, the railroad company will furnish such services and the COUNTY will reimburse the railroad company for the cost thereof. The CONTRACTOR shall schedule his Work which affects railroad operations so as to minimize the need for protective services by the railroad company.

6.33 Utilities.

6.33.1 At points where the CONTRACTOR's operations are adjacent to utility facilities or other property, damage to which might result in expense, loss, disruption of service or other undue inconvenience to the public or to the owners, Work shall not be commenced until all necessary arrangements for the protection thereof have been made. The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience, or delay, caused by the CONTRACTOR's operations. Relocations or adjustments requested only on the basis of the CONTRACTOR's proposed use of a particular method of construction or a particular type of Equipment will not be considered as being essential to the construction of the Project if other commonly used methods and Equipment will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the job of Materials furnished by the CONTRACTOR will be the responsibility of and at the expense of the CONTRACTOR. Circumstances under which it will be considered essential to remove or adjust (or to otherwise protect) utilities in order to construct the Project shall include, but not be limited to, the following:

6.33.1.1 Utilities lying within the vertical and horizontal construction limits, plus the reasonably required Working room necessary for operation of Equipment normally used for the particular type of construction. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of ten feet (10') clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

6.33.1.2 Utilities lying within the horizontal limits of the Project and within twelve inches (12") below the ground surface or the excavation surface on which the construction Equipment is to be operated, or within twelve inches (12") below the bottom of any stabilizing course called for on the plans.

6.33.1.3 Utilities lying within the normal limits of excavation for underground drainage facilities or other structures. Such normal limits shall extend to side slopes along the angle of repose, as established by sound engineering practice, unless the sides of the excavation are required by the Plans or special

provisions to be supported by sheeting, or the CONTRACTOR elects to sheet such excavation for his own convenience.

6.33.1.4 Where utilities cross pipe trenches transversely within the excavation area, but not within positions from which relocation or removal is necessary, the CONTRACTOR shall provide necessary coordination and support to the utility owner in the utility owner's effecting support and protective measures to utilities. In the event that CONTRACTOR is performing utility Work for the COUNTY under the Contract Documents, the CONTRACTOR shall be responsible for providing and effecting all measures for utility support and protection during construction operations. It is the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring and other forms of support for all utilities when working adjacent to or directly upon existing and proposed utilities. The CONTRACTOR shall comply with support requirements for the duration of the Work, whether the CONTRACTOR is installing, relocating or removing roadway infrastructure (including but not limited to (1) stormwater, piping structures; or (2) any proposed traffic signalization devices; (3) roadwork including the base, subbase or final pavement) or installing or removing utilities that are owned by the COUNTY or any other utility. The CONTRACTOR shall be responsible for any damage to the utility which is caused by neglect or failure on the CONTRACTOR's part to cooperate and to use proper precaution in performing his Work. In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by the ENGINEER so as to cause the least impediment to the overall construction operations. The COUNTY will not assume responsibility for utility adjustments or temporary relocation Work, nor for the conditions resulting therefrom.

6.33.2 The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangements operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement Work may be reduced to minimum, and that services rendered by the utility owners will not be unnecessarily interrupted. In the event of interruption of water or other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the CONTRACTOR shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If water service is interrupted, repair Work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

6.33.3 Certain utility installations, relocations (temporary and permanent), adjustments and reconstruction work may be underway during the progress of the Work. The CONTRACTOR will be required to cooperate as is necessary with the various utility construction crews in order that utility service may be maintained. Upon completion of the utilities work by others the utilities will be in their final location and the CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the relocated utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The CONTRACTOR's attention is directed to the requirements of 6.33.1 and 6.33.2 outlining responsibility for protection of utility facilities.

6.33.4 No additional monetary compensation will be allowed for any delays, disruptions, inconveniences, inefficiencies, constructive acceleration or damages of any nature sustained by CONTRACTOR due to any delay, disruptions, constructive accelerations, inefficiency, interference relating to utilities or appurtenances or from the operations of relocating and installing utilities.

6.34 CONTRACTOR's Responsibility For Work. Until acceptance of the Work by the COUNTY it shall be under the charge and custody of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the nonexecution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work occasioned by any of the above causes before its completion and acceptance except that in case of catastrophic damage the COUNTY may, at its discretion, reimburse the CONTRACTOR for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR including, but not restricted to, Acts of God, of the public enemy or of governmental authorities.

6.35 Interference with Traffic. The CONTRACTOR shall at all times conduct the Work in such manner and in such sequence as to insure the least practicable interference with traffic. The CONTRACTOR's vehicles and other Equipment shall be operated in such manner that they will not be a hazard or hinderance to the traveling public. Materials stored along the road shall be placed so as to cause as little obstruction to the traveling public as possible. To prevent any open trench remaining after Working hours where existing pavement is to be widened and stabilizing is not required, the CONTRACTOR shall schedule his operations such that at the end of each Work day the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-forth mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.36 Coordination with other Contractors. The CONTRACTOR shall arrange his Work and dispose of his Materials so as not to interfere with operations of other contractors engaged upon adjacent work and to join his Work to that of others in a proper manner, in accordance with the spirit of the Plans and Specifications, and to perform his Work in the proper sequence in relation to that of other contractors. Each contractor shall be responsible for any damage done by him or his agents to the work performed by another contractor.

6.37 Drainage. The CONTRACTOR shall so conduct his operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed.

6.38 Fire Hydrants. Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and Material or obstruction shall be placed within fifteen feet (15') of any such hydrant.

6.39 Protection of Structures. Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.40 Fencing. On all Work which includes fencing and where the ENGINEER determines it to be necessary for maintaining the security of livestock or adjacent property, or for protection of pedestrians who are likely to gain access to the Work from adjacent property, the CONTRACTOR shall erect appropriate temporary security fence as a first order of business. Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work areas and protect persons and domestic animals. At all times, the CONTRACTOR shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

6.41 Hazardous or Toxic Waste. When the CONTRACTOR's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous or toxic waste such operations shall be discontinued in the vicinity of the abnormal conditions and the ENGINEER shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes and shall be treated with extraordinary caution.

Every effort shall be made by the CONTRACTOR to minimize the spread of any hazardous or toxic waste into uncontaminated areas.
The CONTRACTOR’s operations shall not resume until so directed by the ENGINEER.

Disposition of the hazardous or toxic waste will be made in accordance with the requirements and regulations of any Local, State, or Federal Agency having jurisdiction. Where the CONTRACTOR performs work necessary to dispose of hazardous or toxic waste, and the contract does not include pay items for disposal, payment will be made as provided in 4.4, Resolution of a report of Differing Physical Conditions.

6.42 Contractor's Vacation.

6.42.1 The CONTRACTOR will be allowed to suspend operations, except as provided in Subsection 6.42.7 for a total period not to exceed 14 Days annually (365 calendar day period(s), beginning with Date of Commencement of the Contract Time in order to provide vacation time for his employees. These 14 Days shall include the two periods allowed for automatic suspension, if used, and shall be divided into no more than two separate periods of vacation time.

6.42.2 Two periods of time are established for automatic time suspensions. These periods are Thanksgiving, which includes Thanksgiving Day and the following Friday, Saturday and Sunday; and Christmas, which includes December 24th through January 1st. Vacation days other than provided at Thanksgiving and Christmas will require written request. These automatic time suspensions may be approved verbally by the ENGINEER upon notification by the CONTRACTOR of his intent to shut down his operations for one or both of these periods. If the CONTRACTOR does not shut down his operations during these periods, Contract Time will be charged as usual.

6.42.3 The CONTRACTOR shall submit written request to the ENGINEER for permission to suspend operations at least ten days in advance of the date of suspension.

6.42.4 The COUNTY reserves the right to refuse permission for a suspension (including automatic suspensions) when it might cause undue inconvenience to the traveling public or when, because of other factors, uninterrupted prosecution of the Work is essential.

6.42.5 The CONTRACTOR shall retain sufficient personnel at the job site to properly maintain all maintenance of traffic requirements.

6.42.6 Contract Time will not be charged during the period of any approved suspension for vacation, as long as no Work (with the exception of that specified in 6.42.5) is accomplished on the Project.

6.42.7 The CONTRACTOR shall not be permitted to suspend operations for vacation periods when the CONTRACTOR has failed to achieve Substantial Completion in accordance with the Contract Documents.

6.43 Computation of Contract Time.

6.43.1 The CONTRACTOR shall perform fully, entirely and in accordance with the Specifications, the contracted Work within the Contract Time or as may be extended in accordance with the Contract Documents. The CONTRACTOR acknowledges that the allowable Contract Time is calculated with consideration given that significant Work is not normally accomplished on Saturdays, Sundays, COUNTY Legal Holidays and during seasonal inclement weather conditions common to Central Florida with accompanying normal delays in prosecution of Work on controlling items. The effect on job progress of utility relocation and adjustments and the scheduling of construction operations required in order to adequately maintain traffic, as detailed in the Plans, has also been considered in the computation of the allowable Contract Time.

6.43.2 Adjusting Contract Time.

6.43.2.1 The COUNTY may grant an extension of Contract Time when a Controlling Work Item is delayed by factors not anticipated or foreseeable at the time of Bid. Such extension of time may be allowed only for delays occurring during the Contract Time period or authorized extension of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the agreement results in delays in the Controlling Work Items, such delays will be considered as a basis for granting credit to the Contract Time. Extensions of Contract Time will not be granted for delays due to the fault or negligence of the CONTRACTOR. Time extensions for delays caused by the effects of inclement weather are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the CONTRACTOR from productively performing Controlling Work Items resulting in:

(1) The CONTRACTOR being unable to work at least 50 percent of the normal Work day on pre-determined Controlling Work Items due to adverse weather conditions or;

(2) The CONTRACTOR must make major repairs to Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by the CONTRACTOR, and providing that the CONTRACTOR was unable to Work at least 50 percent of the normal Workday on pre-determined Controlling Work Items.

The affect of utility relocation (temporary and permanent) and adjustment Work on job progress will be considered as the basis for granting a time extension only if all the following criteria are met:

(1) Delays are the result of utility Work not detailed in the Plans or utility Work detailed in the Plans which is not accomplished in reasonably close accordance with the schedule;

(2) Utility Work actually affected progress toward completion of Controlling Work Items; and,

(3) The CONTRACTOR took all reasonable measures to minimize the effect of utility Work on job progress including cooperative scheduling of his operations with the scheduled utility Work at the preconstruction conference, at Project meetings, and providing adequate advance notification was given to utility companies at Project meetings as to the dates on which their operations must be coordinated with the Contractor's operations to avoid delays.

(4) Such delays exceed thrity (30) impact to Controlling Work Items.

6.43.2.2 Extension of Contract Time under the provisions of these Contract Documents shall not entitle CONTRACTOR to additional compensation or form the basis for Contract Claims.

6.44 Rights In and Use of Materials Found On the Site of the Work.

6.44.1 Except as provided in the Plans and Specifications, all Materials which are not the property of the COUNTY or other persons, in both roadway and structures, found on the right-of-way, and all Material in structures removed by the CONTRACTOR, shall become the property of the CONTRACTOR and shall be disposed of by him. Such Materials shall not include earth or other excavated Material required for the construction of the Work. Materials from existing structures required to be removed and which are designated to remain the property of the COUNTY may generally be used by the CONTRACTOR during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given, and shall subsequently be stored in an accessible location if so directed by the ENGINEER.

6.44.2 Any ornamental trees and shrubs existing in the right-of-way, which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset, or to be removed by others prior to the construction operations, shall become the property of the CONTRACTOR.

6.45 Final Cleaning Up of Right-of-Way. Upon completion of the Work, and before Acceptance and Final Payment will be made, the CONTRACTOR shall remove from the COUNTY's right-of-way and adjacent

property all false Work, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave all waterways and drainage facilities unobstructed and the roadway in a neat and presentable condition throughout the entire length of the Work.

6.46 Maintenance of Traffic.

6.46.1 The Maintenance of Traffic requirements of the Contract Documents are essential life safety requirements designed to assure the safety of the traveling public.

6.46.2 Project specific Maintenance of Traffic requirements may be set forth in the Supplementary Conditions. If Project specific Maintenance of Traffic requirements are set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic is deleted. If Project specific Maintenance of Traffic requirements are not set forth in the Supplementary Conditions then Division II "Construction Details", Section 102 Maintenance of Traffic shall apply.

6.47 Pollution, Vibration and Noise Controls.

6.47.1 Scope of Work. The CONTRACTOR shall minimize noise, vibration, and air pollution caused by construction activities. The CONTRACTOR shall controll the generation and disposal of solid and hazardous wastes.

6.47.2 Implementation.

6.47.2.1 Noise Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR shall comply with all COUNTY Ordinances and regulations dealing with noise abatement.

6.47.2.2 Vibration Control shall be in accordance with Federal, State, and COUNTY regulations. It is the CONTRACTOR's sole responsibility to prevent damage from vibration to adjacent structures and property.

6.47.2.3 Air Pollution Control shall be in accordance with Federal, State, and COUNTY regulations.

6.48 Dust and Waste Control.

6.48.1 CONTRACTOR shall take precautions to minimize dust emissions from operations involving demolition, excavation, grading, clearing of land and disposal of solid waste.

6.48.2 Solid and Hazardous Waste Control shall be in accordance with Federal, State, and COUNTY regulations. The CONTRACTOR is solely responsible for the disposal of any hazardous waste that is generated by the CONTRACTOR's operation.

6.48.3 In order to implement these regulations, CONTRACTOR shall use the following procedures and techniques:

6.48.3.1 Air Pollution.

(a) Dust

(i) Cover loads of materials, debris and soil transported from construction sites.

(ii) As necessary, provide street sweeps and water downs on streets which have heavy volumes of construction vehicles carrying debris and excavated materials.

(iii) As needed, wash trucks which haul soil from the site.

(iv) Water down construction sites as needed to suppress dust, during handling of excavation soil, debris or during demolition.

(b) Remove scrap and waste material and dispose of in accordance with laws, codes, regulations, ordinances and permits.

(c) Use construction equipment which has been designed and equipped to prevent or control air pollution in conformance with the regulations of the EPA, state and local authorities.

6.48.3.2 Solid and Hazardous Waste.

(a) Solid wastes may be disposed of in a number of ways, including reuse on the project, sale for fuel, through controlled incineration, donation to other public private dump sites, either free or for a fee. Hazardous material shall be disposed of at properly permitted disposal facilities.

(b) Haul routes for transporting solid or hazardous wastes shall comply with the requirements of state and local authorities.

6.49 Temporary Facilities.

6.49.1 Description. This section describes the CONTRACTOR'S responsibility for temporary facilities and utilities that the CONTRACTOR may require during construction.

6.49.2 Scope.

6.49.2.1 Provide temporary facilities required which may include, but are not necessarily limited to, the following:

(a) Telephone (two lines at a minimum)
(b) Storage sheds
(c) Temporary water service
(d) Temporary sanitary service
(e) Temporary lighting and electrical service
(f) Temporary fire protection
(g) Temporary office trailers, including temporary utilities
(h) Safety and Visitor Protection

6.49.2.2 Furnish and install temporary water service for use throughout construction period.

(a) Water for construction purposes.

(b) Water for other purposes:

(i) Testing
(ii) Temporary sanitary facilities
(iii) Cleaning

(c) Drinking water.

6.49.2.3 Maintain adequate volume of water for all purposes.

6.49.2.4 Provide separate supply of potable water. If supplied from COUNTY source, the system shall be protected by approved back flow devices.

6.49.2.5 Maintain strict supervision of use of temporary services.

(a) Enforce conformance with applicable codes and standards.
(b) Enforce sanitary practices.

(c) Prevent abuse of services.
(d) Prevent wasteful use of water.

6.49.2.6 Pay costs for temporary water supply used by all trades, including costs of installation, maintenance, and removal of pipe and equipment.

6.49.2.7 Requirements of Regulatory Agencies.

(a) Obtain, pay for permits, fees, deposits required by governing authorities.
(b) Comply with federal, state and local codes.

6.49.3 Temporary Electricity and Lighting.

6.49.3.1 Furnish, install and maintain adequate temporary lighting and electric power service for construction needs throughout construction period. **ALL TEMPORARY ELECTRICAL FACILITIES SHALL MEET THE REQUIREMENTS OF ALL PERTINENT BUILIDING CODES.**

6.49.3.2 Maintain strict supervision of use of temporary services.

(a) Enforce conformance with applicable standards.
(b) Enforce safe practices.
(c) Prevent abuse of services.

6.49.3.3 Pay costs of, installation, maintenance and removal of temporary electrical services used.

6.49.3.4. Requirements of Regulatory Agencies.

(a) Obtain and pay for permits as required by governing authorities.
(b) Comply with applicable codes.

(i) National Electrical Code.
(ii) National Electrical Safety Code.
(iii) National Fire Protection Association Pamphlet.
(iv) Federal, state and local codes and utility company regulations.

6.49.3.5 Provide night security lighting at secured areas within construction limits at offices, storage facilities and excavated areas.

6.49.4 Temporary Sanitary Facilities.

6.49.4.1 Furnish, install and maintain temporary sanitary facilities for use throughout construction period.

(a) Potable water for construction personnel:

(i) Portable containers to dispense drinking water.

(b) Enclosed toilet facilities for construction personnel.

6.49.4.2 Maintain strict supervision of use of facilities.

(a) Enforce conformance with applicable standards.
(b) Maintain, service and clean facilities.
(c) Enforce proper use of sanitary facilities.

6.49.4.3 Cost of Installation and Operation.

(a) Pay costs of temporary sanitary facilities, including costs of installation, maintenance and removal.
(b) Pay service charges for use of portable units.
(c) Pay costs of water or ice.

6.49.4. Facility Locations.

(a) Within the project site.
(b) Drinking water: Convenient to work stations.
(c) Toilet and washing facilities:

(i) Secluded from public observation if possible.
(ii) Convenient for use of personnel in relation to work stations.

6.49.4.5 Requirements of Regulatory Agencies.

(a) Obtain and pay for permits as required by governing authorities.
(b) Comply with federal, state and local codes, and utility company regulations.

6.49.5 Contractor Employee Parking.

6.49.5.1 The CONTRACTOR is to submit a plan of intended parking areas prior to mobilizing on site.

6.49.5.2 The CONTRACTOR is to maintain strict supervision of use of the parking areas. The CONTRACTOR is to maintain, service and clean the areas.

6.49.6 Contractor Offices.

6.49.6.1 If the CONTRACTOR is going to move an office trailer to the Project site, the CONTRACTOR'S and subcontractor's office trailers are to be located in an area approved by the COUNTY.

6.49.6.2 The CONTRACTOR shall provide the following temporary utilities for the office trailers:

(a) Potable water
(b) Sanitary sewer
(c) Electrical
(d) Telephone (two lines at a minimum)

6.49.6.3 The CONTRACTOR shall be responsible for costs of installing the utilities from the points of connection, maintenance, and removal of all materials for all temporary utilities. Additionally, the CONTRACTOR shall be responsible for maintenance and removal of parking areas around the CONTRACTOR'S office trailers. This shall include policing the area of litter and debris, and weed control.

6.49.6.4 Provide and maintain a temporary fire protection system as construction progresses for control of fires that may occur during construction. Temporary fire protection shall be provided in accordance with Code requirements.

6.49.6.5 The CONTRACTOR shall provide, at his expense, a field office for the exclusive use of the ENGINEER. This field office shall be located within the right-of-way or in a close proximity of the Work areas and shall be provided subject to the provisions hereinafter stipulated. The CONTRACTOR shall confer with the ENGINEER prior to establishing the field office and obtain approval as to location, Materials, layout and required details and facilities. This field office shall, in general, consist of the following features:

6.49.6.6 Have a total of not less than five hundred (500) square feet of floor space, exclusive of utility room and toilet room.

6.49.6.7 Shall consist of a trailer (or two (2) attached trailers), new or existing building (commercial or residential). The CONTRACTOR shall perform whatever work necessary to comply with the requirements of this Section.

6.49.6.8 Shall be partitioned as directed by the ENGINEER providing, in general, a minimum number of areas as follows: ENGINEER'S office, drafting room, two (2) storage closets and hallways. The utility room and toilet room shall be fully enclosed as separate rooms.

6.49.6.9 All fully enclosed offices, laboratory, utility room and toilet room shall be quipped with inside doors.

6.49.6.10 Have at least two (2) hinged or sliding windows on each face of the building.

6.49.6.11 Have at least two (2) entrace doors which can be securely locked.

6.49.6.12 Be of substantial construction with interior finish, floored, insulated and covered with weatherproof roof.

6.49.6.13 Be equipped with screen doors, window screens and be dust and wind-tight.

6.49.6.14 Be outfitted with at least the following furnishings.

(a) 2 (3'x5') office desks with chairs
(b) 1 drafting table with stool
(c) 1 (3'x5') plan layout table; sturdily constructed
(d) 12 straight back chairs
(e) 1 four drawer steel filing cabinet
(f) 2 bookcases with a minimum three shelves each
(g) 2 plan racks; each capable of handling 5 plan sets
(h) 1 (2'x3') ENGINEER'S sign; prominently displayed
(i) 2 (3'x6') conference tables

The ENGINEER'S field office shall be furnished with portable electrical heating units, control, air conditioning capable of maintaining an indoor temperature of 68 degrees when the outside temperature is 95 degrees in the shade, illumination, conveniently located 110V outlets, inside sanitary and disposal facilities (including a lavatory or washbasin and toilet), hot and cold water supply, drinking water supply, and not less than two (2) private telephone lines. The toilet shall be connected to a sanitary sewer system or to a septic system furnished, installed and maintained by the CONTRACTOR. The field office shall be kept in good repair and serviceable against weather conditions for the duration of the Agreement. Daily janitorial service and maintenance service shall be provided throughout the Contract Period. All utility bills shall be paid by the CONTRACTOR except the CONTRACTOR will be reimbursed for all telephone calls made by the ENGINEER outside the local exchange area. The CONTRACTOR shall, at a convenient location adjacent to the field office, provide and maintain parking facilities for the accommodation of a minimum of five (5) automobiles. This area shall be graded, prepared for drainage and surfaced with crushed stone or other acceptable material including a driveway connecting it to the nearest paved road. In the event the ENGINEER'S field office or appurtenant facilities are damaged or destroyed during the Agreement period, the CONTRACTOR shall, at his expense, repair or replace the same to its original condition. The CONTRACTOR shall be responsible for obtaining all necessary permits for the construction of the building and utilities and shall otherwise comply with the codes and regulations of local, City, and County agencies, and public and private utilities and shall pay all connection fees in connection therewith. Upon satisfactory completion and acceptance of all Work under this Agreement, the field office and all facilities and furnishings provided therewith by the CONTRACTOR shall remain the property of the CONTRACTOR and shall be removed by him from the site of the Project. Any furnishings or items which may be furnished personally by the ENGINEER shall remain the property of the ENGINEER. No separate payment will be made for furnishing, maintaining, servicing and ultimately removing the aforedescribed field office and sanitary facilities and all costs in connection therewith shall be considered incidental to the Agreement and fully covered in the price paid for the various items of Work set out in the Agreement.

6.50 Video and Photographs.

6.50.1 CONTRACTOR shall provide the COUNTY with a video record of the existing conditions prior to construction. This video shall be a standard VHS Cassette format. The following features shall be shown in a clear manner, but not limited to the following:

(a) All existing features and improvements within the right-of-way.
(b) All existing features and improvements within temporary construction easements.
(c) All existing features and improvements within permanent easements.
(d) All existing features and improvements adjacent to any construction.

6.50.2 Detail of the video shall be such that the following features and improvements shall be clear and visible:

(a) Cracks in walls.
(b) Condition of fencing.
(c) Condition of planted areas and types of vegetation.
(d) Condition of sodded areas.
(e) Conditions of sprinkler systems and associated controls and wiring.
(f) Condition of signs.
(g) Conditions of lighting and associated wiring.

Significant detail of any pre-existing damages to physical features and improvements shall be shown. The coverage of the video should include the limits of effects of the use of vibratory rollers. This video record shall be presented to the COUNTY within thirty (30) Days of the Commencement Date specified in the Notice to Proceed.

6.50.3 CONTRACTOR shall provide COUNTY with still photographs of the existing conditions prior to construction. The scope and detail of required still photographs may be further detailed in the Supplementary Conditions.

6.51 Field Materials on Private Property. Work performed on private property when the COUNTY owns permanent easements for access, drainage facilities, or other purposes, may require excavation and the use of fill materials. The CONTRACTOR shall, when possible, backfill excavated lands with the fill materials originally excavated. In any event the filling of excavated lands shall be accomplished using material of substantial similarity to the excavated material.

SECTION 7 - WORK BY OTHERS

7.1 Related Work At Site.

7.1.1 COUNTY may perform other work at the site by COUNTY's own forces, provide for or allow other work to be performed by other owners, or let other direct contracts for other work. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work.

7.1.2 CONTRACTOR shall afford each owner and contractor (or COUNTY, if COUNTY is performing the additional work with COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of Materials and Equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make it integrate properly 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 ENGINEER and the others whose work will be affected.

7.1.3 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of COUNTY or any such other contractor or owner, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work. Wherever Work to be performed by CONTRACTOR is dependent upon the work of any separate contractor, CONTRACTOR shall: (1) coordinate his Work with the dependent work; (2) provide necessary dependent data and requirements; (3) supply or install items to be built into dependent work of others; (4) make provisions for dependent work; (5) check and verify dependent dimensions of previously placed work; (6) notify ENGINEER of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of any such Work; and (7) not proceed with any such Work until any unsatisfactory dependent conditions have been corrected. Installation of work by CONTRACTOR or by a Subcontractor in any given area shall constitute acceptance by CONTRACTOR or by such Subcontractor of all previously placed dependent work, subject to the exceptions previously noted.

7.1.4 If COUNTY contracts with others for the performance of other work at the site, the CONTRACTOR shall be responsible for coordination of the activities among the various contractors. Unless otherwise provided in the Supplementary Conditions, coordination with other contractors will be the responsibility of CONTRACTOR and neither COUNTY nor ENGINEER shall have any authority or responsibility in respect of such coordination.

7.2 Mutual Duties and Responsibilities.

7.2.1 Should CONTRACTOR cause damage to the work or property of any separate contractor or owner performing work at or contiguous to the site, or should any claim arising out of CONTRACTOR's performance of Work at or contiguous to the site be made by any separate contractor or utility owner against CONTRACTOR, COUNTY, ENGINEER, or ENGINEER OF RECORD, CONTRACTOR shall promptly attempt to settle with such separate contractor or utility owner by agreement, or to otherwise resolve the dispute at equity or at law.

7.2.2 Should any separate contractor or owner cause damage to the Work or property of CONTRACTOR, or should the performance of work by any separate contractor or owner at or contiguous to the site give rise to any other claim by CONTRACTOR, CONTRACTOR shall promptly attempt to settle with such separate contractor or owner by agreement, or to otherwise resolve the dispute at equity or at law. CONTRACTOR shall not institute any action, legal or equitable, against COUNTY, ENGINEER, ENGINEER OF RECORD, or their consultants directors, officers, agents, and employees or permit any action against them to be maintained and continued in its name or for its benefit in any court or before any arbiter which

seeks to impose liability or recover damages from COUNTY, ENGINEER, ENGINEER OF RECORD or their consultants, directors, officers, agents, or employees on account of these.

7.2.3 In the event that COUNTY incurs costs contrary to the provisions of this subsection, COUNTY will be entitled to deduct these costs from the Contract Price by issuing a Change Order.

7.3 Extensions in Contract Time. If CONTRACTOR is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor or entity performing work at the site noted in the Contract Documents, CONTRACTOR may request an extension in Contract Time; if COUNTY agrees that the delay requires an adjustment in Contract Time, COUNTY shall authorize the necessary extension of Contract Time. However, an extension in Contract Time(s), if so granted, shall be CONTRACTOR's sole and exclusive remedy with respect to COUNTY, ENGINEER, and ENGINEER OF RECORD, and their consultants, agents and employees for any delay, disruption, interference, inefficiency, extension, constructive acceleration or hindrance and associated costs, however caused, resulting from delays caused by others performing other work at the site.

7.4 Contract Time Coordination.

7.4.1 CONTRACTOR shall give prompt written notice to COUNTY, ENGINEER and any other affected contractor(s) whenever CONTRACTOR anticipates a conflict in Contract Time(s) related to or simultaneous with associated Contract Time (s) in the work of others. Within seven (7) days thereafter, CONTRACTOR shall be required to deliver to ENGINEER proposed actions to either (a) prevent an adverse effect on the Progress Schedule of the other contractors arising from delays to the Work, or (b) prevent or overcome an adverse effect on the Progress Schedule for the Work arising from delays from another contract.

7.4.2 When Work is performed out of sequence and ahead of interfacing Work, CONTRACTOR shall be responsible for taking reasonable steps to minimize damage or loss to the Work which may be caused by others during the performance of their work, including (but not limited to) furnishing written notice to ENGINEER and to the other contractors that Work has been performed out of sequence and ahead of interfacing Work.

7.4.3 When work by others is performed out of sequence and ahead of interfacing Work, the said work shall be considered as if it had been shown on the Contract Documents. CONTRACTOR shall be responsible for protecting said work and shall replace, repair or otherwise settle with others any and all damage caused as a result of the performance of Work out of sequence.

SECTION 8 - COUNTY'S RESPONSIBILITIES

8.1 General.

8.1.1 COUNTY shall generally issue all communications to CONTRACTOR through ENGINEER. However, communications related to 3.5540 – “Contract Claims” of Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions, shall be issued by the COUNTY's Purchasing Manager or County Manager.

8.1.2 In case of termination of the employment of ENGINEER, COUNTY shall appoint an engineer whose status under the Contract Documents shall be that of the former ENGINEER.

8.1.3 COUNTY shall furnish the data required of COUNTY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Section 14.

8.1.4 COUNTY's duties in respect of providing lands and easements and engineering surveys to establish reference points, and identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER OF RECORD in preparing the Drawings and Specifications are set forth in Section 4.

8.1.5 COUNTY will issue unilaterally or negotiate, at its discretion, Change Orders as provided in these Contract Documents.

8.1.6 COUNTY's responsibility in respect of certain inspections, tests and approvals is set forth in Section 13.

8.1.7 COUNTY may allow its consultants, agents, attorneys, employees, and others access to the site. CONTRACTOR shall cooperate with COUNTY in allowing such access.

SECTION 9 - ENGINEER'S AND ENGINEER OF RECORD'S
STATUS DURING CONSTRUCTION

9.1 COUNTY'S Representative. ENGINEER will be COUNTY's representative during the construction of the Work. The duties and responsibilities and the limitations of authority of ENGINEER as COUNTY's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of COUNTY and ENGINEER.

9.2 Visits to Site.

9.2.1 ENGINEER OF RECORD may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.2.2 ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

9.3 Project Representation. ENGINEER, in the ENGINEER's sole discretion, may furnish a Project Manager and Field Representative(s) including inspectors to assist ENGINEER in observing the performance of the Work. In the event that ENGINEER elects not to furnish a Project Manager, Field Representative or Inspectors, the ENGINEER or its designated agents shall perform the duties of the Project Manager, Field Representative or Inspectors set forth in the Contract Documents. COUNTY may designate another agent to represent COUNTY at the site who is not ENGINEER's agent or employee.

9.4 Duties, Responsibilities and Limitations of Authority of Project Manager.

9.4.1 Project Manager will act as directed by ENGINEER and will confer with ENGINEER regarding his activities. Project Manager will perform the duties and responsibilities described herein with the assistance of Field Representative(s). ENGINEER shall generally issue all communications to CONTRACTOR through Project Manager, including but not limited to communications directed to CONTRACTOR, from COUNTY through ENGINEER. CONTRACTOR shall generally issue all communications to COUNTY, ENGINEER OF RECORD and ENGINEER through Project Manager.

9.4.2 Project Manager will provide instructions to Field Representative(s) on procedures to be followed and schedule inspections of the Work; review daily inspection reports prepared by Field Representative(s); prepare draft Field Orders, Change Requests or Change Orders as required and review them with Field Representative(s), ENGINEER or COUNTY, as applicable.

9.4.3 Project Manager will attend meetings with CONTRACTOR, such as the Preconstruction Conference, Project Meetings and any other Project related meetings and prepare and circulate copies of minutes thereof. The preparation and circulation of minutes of preconstruction conferences, Project meetings and any other Project related meetings shall not relieve CONTRACTOR of CONTRACTOR's responsibility to coordinate the work of the COUNTY, utility contractors, or the work of others or the CONTRACTOR's responsibility for scheduling and sequencing its Work with the work of the COUNTY, utility contractors or the work of others.

9.4.4 Project Manager will serve as ENGINEER's liaison with CONTRACTOR, Working principally through CONTRACTOR's superintendent, to assist in understanding the intent of the Contract Documents, and will serve as COUNTY's liaison with CONTRACTOR when CONTRACTOR's operations affect COUNTY's on-site operations, and when additional information is required from COUNTY for proper execution of the Work.

9.4.5 Project Manager will advise CONTRACTOR, through or with the assistance of Field Representative(s), of the commencement of any Work requiring a Shop Drawing or sample, when it is observed that a submittal has not been reviewed by ENGINEER OF RECORD.

9.4.6 Project Manager will conduct general on-site observations of the Work in progress and receive Field Representative(s)'s observation comments and non-conformance reports, to determine if the Work is proceeding in accordance with the Contract Documents.

9.4.7 Project Manager will notify CONTRACTOR of disapproval or rejection of Work whenever Project Manager or ENGINEER believe that any Work is Defective, and will notify CONTRACTOR whether Defective Work is to be corrected, or replaced.

9.4.8 Project Manager will notify CONTRACTOR of any Work that is to be uncovered for observation, testing inspection or approval.

9.4.9 Project Manager will accompany, through or with the assistance of Field Representative(s), visiting inspectors representing governmental or other agencies having jurisdiction over the Project, and record the results of the inspections and report to ENGINEER.

9.4.10 Project Manager will transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

9.4.11 Project Manager will consider and evaluate CONTRACTOR's proposed variations and the changes in the Work or the Contract Documents and report such proposals and evaluations to ENGINEER. Project Manager will communicate decisions on such proposals to CONTRACTOR as issued by ENGINEER or COUNTY.

9.4.12 Project Manager will report promptly to ENGINEER and COUNTY upon gaining knowledge of the occurrence of any accident at the site.

9.4.13 Project Manager will prepare reports of the progress of the Work and of CONTRACTOR's compliance with the Progress Schedule.

9.4.14 Project Manager will consult as appropriate with ENGINEER in advance of scheduled major tests, inspections or the commencement of important phases of the Work.

9.4.15 Project Manager will review and evaluate CONTRACTOR's Application for Payment and advise ENGINEER accordingly.

9.4.16 Project Manager will review and evaluate CONTRACTOR's notice that CONTRACTOR considers the Work (or part thereof) substantially complete and advise ENGINEER accordingly.

9.4.17 Project Manager will observe whether all items on lists of items to be completed prior to Final Payment have been completed and make recommendations to ENGINEER concerning Acceptance.

9.4.18 During the course of the Work, the Project Manager will verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and deliver this Material to ENGINEER.

9.4.19 Project Manager will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Project Manager's authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests, unless qualified by an appropriate certifying agency.

9.5 Duties, Responsibilities and Limitations of Authority of Field Representative(s).

9.5.1 As requested by Project Manager, Field Representative(s) will assist in obtaining from COUNTY additional details or information, when required at the job site for proper execution of the Work.

9.5.2 Field Representative(s) will advise Project Manager and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample submission if he observes that a submittal(s) has not been reviewed by ENGINEER OF RECORD.

9.5.3 Field Representative(s) will conduct on-site observations of the Work in progress to assist Project Manager in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will substantially conform to the Contract Documents.

9.5.4 Field Representative(s) will notify CONTRACTOR and report to Project Manager for review and possible disapproval or rejection by ENGINEER or Project Manager whenever he believes that any Work is defective.

9.5.5 Field Representative(s) will notify CONTRACTOR and report to Project Manager for determination of necessary action by ENGINEER or Project Manager when he believes Work should be uncovered for observation, testing, inspection or approval.

9.5.6 Field Representative(s) will verify that tests, Equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel and that CONTRACTOR maintains adequate records thereof; observe, record and report to Project Manager appropriate details relative to the test procedures and start-ups.

9.5.7 Field Representative(s) will report to Project Manager when clarifications and interpretations of the Contract Documents are needed or requested.

9.5.8 Field Representative(s) will keep a diary recording hours on the job site, weather conditions, data relative to questions of extras or deductions, lists of visiting officials and representatives of Suppliers, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Field Representative(s) will summarize such information on the daily diary and submit copies to Project Manager.

9.5.9 Field Representative(s) will assist Project Manager with record keeping as directed by Project Manager.

9.5.10 Field Representative(s) will report immediately to COUNTY, ENGINEER and Project Manager upon gaining knowledge of the occurrence of any accident.

9.5.11 Field Representative(s) will assist Project Manager with the review and evaluation of CONTRACTOR's Application for Payment, noting particularly their relation to the schedule of values, Work completed, and Materials and Equipment delivered at the site but not incorporated in the Work.

9.5.12 Field Representative(s) will prepare draft lists of items to be completed or corrected (punch lists) as directed by Project Manager.

9.5.13 Field Representative(s) will not: (1) authorize any variation or change in the Work or in the Contract Documents or approve any equivalent Material or Equipment; (2) exceed the limitations of Field Representative(s)'s authority as set forth in this document; (3) undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the Work; (4) inspect, advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents; (5) inspect, advise on or issue directions as to safety precautions and programs in connection with the Work; (6) certify Substantial Completion of the Work; or (7) participate in specialized field or laboratory tests unless qualified by an appropriate certifying agency.

9.6 Clarifications and Interpretations. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.7 Authorized Variations in Work. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents and required to produce the intended result. These may be accomplished by a Field Order and will be binding on CONTRACTOR who shall perform the Work involved promptly.

9.8 Rejecting Defective Work. ENGINEER will have authority to disapprove or reject Work at any time during the construction of the Work, which ENGINEER believes to be Defective. ENGINEER will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. When CONTRACTOR has been notified by ENGINEER of disapproval or rejection of Defective Work, CONTRACTOR shall take immediate action to correct or replace same.

9.9 Determinations of Quantities and Classifications of Unit Price Work. ENGINEER will determine the actual quantities of each classification of Unit Price Work. ENGINEER will review with CONTRACTOR, ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon CONTRACTOR, unless, within seven (7) days after the date of any such decision, CONTRACTOR delivers to COUNTY written notice of a Contract Claim.

9.10 Decisions on Disputes. ENGINEER will be the initial interpreter of the requirements of the Contract Documents, and in such capacity will render initial determinations in respect of the acceptability of the Work thereunder. Unless otherwise provided in the Contract Documents, notices, proposals or other matter relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this subsection which ENGINEER will render within a reasonable time. ENGINEER's written determination thereon shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such decision.

9.11 Limitations on ENGINEER's and ENGINEER OF RECORD's Responsibilities.

9.11.1 Neither ENGINEER's or ENGINEER's OF RECORD authority to act under this Section or elsewhere in the Contract Documents nor any decision or determination made by ENGINEER or ENGINEER OF RECORD in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of ENGINEER or ENGINEER OF RECORD to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any Surety for any of them.

9.11.2 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of ENGINEER or ENGINEER OF RECORD as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER or ENGINEER OF RECORD any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of this Section.

9.11.3 ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's means, schedules, methods, techniques, sequences or procedures of construction, or the safety precautions and

programs incident thereto, and ENGINEER and ENGINEER OF RECORD will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.11.4 ENGINEER and ENGINEER OF RECORD will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

SECTION 10. CHANGES IN THE WORK

10.1 Changes in the Work.

10.1.1 Without invalidating the Agreement and without notice to any Surety, COUNTY may, at any time, by duly executed Change Order, order changes within the scope of the Contract Documents consisting of additions, deletions or other revisions in the Work. Upon receipt of that order, CONTRACTOR shall promptly proceed or continue with the Work involved (based on the conditions stated and other applicable conditions in the Contract Documents). If a change under this Section causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, COUNTY will make an adjustment as provided in Section 11.

10.1.2 COUNTY or ENGINEER may present to CONTRACTOR a change request requesting that CONTRACTOR submit a proposal for an adjustment in Contract Price or Contract Time or both for a proposed change in the Work. CONTRACTOR shall submit a proposed adjustment with all supporting data and the directions given in the change request within 14 days of receipt. Said proposed adjustment shall include an itemized estimate of all costs and time for the performance that will result directly or indirectly from the changes described. Estimates shall be prepared and in sufficient detail and with documentation such that ENGINEER can (1) analyze all Material, labor, Equipment, subcontract, overhead costs and fees, and any other costs covering all aspects of the Work involved in the change, whether such was added, deleted, changed, or impacted; (2) determine that the proposal reflects all impacts on the Contract Documents of the proposed change; and (3) establish that all provisions of the Contract Documents have been complied with.

10.1.3 COUNTY or ENGINEER may give instructions which may result in changes in the Work not involving an adjustment in the Contract Price or the Contract Time when such changes are necessary or expedient to the satisfactory performance and completion of the Work. These instructions shall be binding on CONTRACTOR. Any instruction, direction, interpretation, or determination from COUNTY or ENGINEER which causes a change shall be treated as a change under this Section provided that CONTRACTOR gives ENGINEER written notice stating the date, circumstances, specific order, and that CONTRACTOR regards the instruction as a change. Such written notification shall be given to ENGINEER within seven (7) days after receipt and before CONTRACTOR acts on said instruction, direction, interpretation, or determination. No Contract Claim, change or notice by CONTRACTOR will be allowed if asserted after Work has commenced on, or if notice is not provided within the stated time limit provided after receipt of, the instruction, direction, interpretation, or determination from COUNTY, ENGINEER, or any other source.

10.1.4 In making changes under this Section, COUNTY may give consideration to a notice, proposal or Contract Claim from CONTRACTOR, provided the notice, proposal or Contract Claim is presented in accordance with the requirements of this Section. CONTRACTOR shall provide COUNTY or ENGINEER any additional or supplemental information requested for purposes of evaluation of CONTRACTOR's submittal, but such requests by the COUNTY or ENGINEER will not constitute acceptance of the notice, proposal or Contract Claim.

10.1.5 ENGINEER will evaluate a change notice from CONTRACTOR, and COUNTY will review with CONTRACTOR the results of the evaluation before rendering a determination. If COUNTY, with the advice of ENGINEER, concurs that a change in the Work has occurred or been ordered, CONTRACTOR will be directed to submit a proposal for an adjustment. If COUNTY concludes that a change has not occurred or been ordered, COUNTY's determination shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days from receipt of such decision.

10.2 Change Orders and Change Requests.

10.2.1 Contract Price, Contract Time or scope of the Work shall be changed only by Change Order (unilateral or bilateral).

10.2.2 A Change Order duly executed by COUNTY and CONTRACTOR provides for an all inclusive settlement for all changes and direct, supplemental, indirect, consequential and cumulative costs and delays, and CONTRACTOR's execution of the Change Order represents a waiver of any and all rights to file a Contract Claim on account of that instrument. An executed Change Order constitutes an accord and satisfaction of all claims related to the Change Order.

10.2.3 COUNTY and CONTRACTOR shall execute Change Orders covering changes in the Work (including any necessary adjustments in Contract Price or Contract Time) which are ordered or agreed to by the parties, changes in Contract Price or Contract Time which are agreed to in total with reasonable promptness. Adjustments to Contract Price resulting from changed Work shall only be included in Applications for Payment after a Change Order has been duly executed.

10.2.4 A Change Order, duly executed by COUNTY, but not executed by CONTRACTOR, or executed by CONTRACTOR with a notice of reservation of rights to claim additional adjustments under a Contract Claim, shall become final and binding on CONTRACTOR as a unilateral Change Order, without consideration of the reservation of rights, unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days after receipt of that instrument.

10.3 Waivers.

10.3.1 No Contract Claim by CONTRACTOR for an adjustment under these Contract Documents shall be allowed for any costs, disruption, suspension, interference, inefficiency, constructive acceleration or delay incurred more than seven (7) days before CONTRACTOR gives written notice as required.

10.3.2 No Contract Claim by CONTRACTOR for an adjustment under this Section shall be allowed if made after the date of Final Payment.

10.3.3 Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in Contract Price or an extension of Contract Time.

10.3.4 CONTRACTOR acknowledges that there may be changes during the course of the Work and acknowledges that the probable effect of changes has been accounted for in the development of the Contract Price and Progress Schedule. Whenever CONTRACTOR makes a Contract Claim under Section 11 such Contract Claim shall include the total amount of adjustment in Contract Price and Contract Time to which the CONTRACTOR believes it is entitled. Except as COUNTY and CONTRACTOR may otherwise agree in writing, CONTRACTOR shall be deemed to have waived (1) any adjustment to which it might otherwise be entitled under Section 11 where such Contract Claim fails to request such adjustments, (2) any increase in the amount of adjustment additional to that requested in the Contract Claim, and (3) any Contract Claim for reimbursement of impact allegedly resulting from the cumulative effect of the number, nature, or extent of any changes.

10.3.5 CONTRACTOR recognizes and accepts the notice provisions of these Contract Documents as material conditions of the Contract Documents and agrees to make no claim based upon COUNTY'S actual notice or lack of prejudice to the COUNTY.

SECTION 11 CHANGES IN CONTRACT PRICE OR CONTRACT TIME

11.1 Changes in Contract Price or Contract Time. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for the Work. All duties, responsibilities, risks of every nature, and obligations assigned or undertaken by CONTRACTOR shall be at CONTRACTOR's sole expense without change in the Contract Price or Contract Time except as set out below.

11.2 Change Requests or Contract Claims Substantiating Adjustments.

11.2.1 Supporting data for any change request or Contract Claim by the CONTRACTOR shall include at a minimum a complete and detailed breakdown of the proposed price and a detailed explanation of any time impact for the change. Said proposed price shall be based on the lowest reasonable cost consistent with sound construction practice. Such breakdown shall include itemizations by trade of all labor with man hours and hourly rates, Equipment with hours of use and rates, and Material by item with costs, all in sufficient detail to evaluate the cost of the individual components of the Work, including copies of purchase orders, invoices and subcontract change orders.

11.2.2 CONTRACTOR change request or Contract Claim shall state in writing, and provide evidence that the amounts included cover all direct, supplemental, indirect, consequential, and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite CONTRACTOR's reasonable, prudent and diligent efforts to mitigate them.

11.2.3 CONTRACTOR change request and Contract Claim supporting data shall become due within seven (7) days of receipt of a change request or receipt by COUNTY of written notice of Contract Claim and shall remain firm for a period of not less than sixty (60) days from receipt by ENGINEER of the proposal or supporting data. Any delay in the submittal of change request or Contract Claim will not justify or constitute basis for an increase in Contract Price or Contract Time. Contract Claims shall be submitted on the forms provided in the Contract Documents.

11.2.4 Failure of CONTRACTOR to comply with the time requirements for written notice or for submittal of supporting data shall be considered a waiver by CONTRACTOR of any Contract Claim for an addition to the Contract Price or an adjustment to the Contract Time and CONTRACTOR agrees that no additional compensation or time adjustments are due if the provisions of Section 10 and this Section are not complied with.

11.2.5 Where the change in Contract Price arises from changes in the schedule of all or part of the Work, or where a change in Contract Time is sought, the change request shall be based on a detailed analysis of the Progress Schedule, and shall cover all applicable elements affecting the Work involved.

11.2.6 Contract Claims shall cover all aspects of the Work involved, whether relating to deleted, added, revised, or impacted items of Work. Amounts for Subcontractors or Suppliers at any tier shall be equally supported.

11.2.7 Contract Claims for an adjustment in Contract Price or Contract Time shall not be valid unless submitted in accordance with Section 10 and this Section.

11.2.8 Contract Claims shall be resolved under Section 3.55, Purchasing Policy of the Seminole County Administrative Code, or successor provisions.

11.3 Methods for Determining Adjustments in Contract Price.

11.3.1 The methods to be used to determine an adjustment in Contract Price necessitated by changes ordered, negotiated pursuant to these General Conditions, or a Contract Claim, collectively to be referred to as the "Work involved," are limited to the following:

11.3.2 Where the Work involved is covered or is of the same character as Unit Price Work (whether the Work involved is within the Project limits or not), by application of those Unit Prices to the quantities of the items involved (subject to the provisions covering Unit Price Work). No additional allowances or charges shall be added to these Unit Prices.

11.3.3 Where the Work involved is not covered by Unit Prices contained in the Contract Documents, Unit Prices may be negotiated on the basis of costs calculated in accordance with this Section.

11.3.4 By mutual acceptance of a lump sum price negotiated on the basis of CONTRACTOR's itemized estimate of the anticipated cost of the Work involved, determined as specified in this Section.

11.3.5 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, COUNTY may direct CONTRACTOR to proceed with the Work involved on the basis of actual costs in accordance with this Section. When the cost of the Work basis is directed by COUNTY, COUNTY shall prescribe the required procedures for accounting of the allowed costs. These procedures shall include daily accounting of the Material and Equipment used and labor employed. Failure to submit this information for acknowledgement by the ENGINEER within one day after any part of the Work is performed shall result in any discrepancy between ENGINEER's records and CONTRACTOR's records being resolved in favor of the ENGINEER's records.

11.3.6 Where COUNTY and CONTRACTOR cannot agree on any of the methods described in subsections 11.3.2, 11.3.3, or 11.3.4, and the COUNTY does not wish to proceed on a Cost of the Work basis as described in subsection 11.3.5, COUNTY with the advice of ENGINEER shall determine a reasonable adjustment of the Contract Price for the Work involved on the basis as described in Section 10 and this Section. The adjustment in Contract Price and Contract Time will be issued by unilateral Change Order and CONTRACTOR shall be paid on that basis. COUNTY's determination shall be final and binding unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within seven (7) days of receipt of such unilateral Change Order.

11.3.7 Where the Work involved is not covered by any of the preceding methods, and when payment is to be determined under the COUNTY’s Contract Claims procedures or by a court of competent jurisdiction, it is agreed that the actual cost of the Work method shall be the appropriate method for determining the cost of the Work involved. Payroll, Equipment, Material and other costs will only be allowable when determined from daily time sheets which expressly correlate to the Work involved, were prepared while Work was in progress, clearly list actual units and usage, and were submitted to ENGINEER as the Work was performed. Costs, including but not limited to, office overhead and home office overhead of CONTRACTOR or subcontractors of every tier, shall not be derived from the computation of a rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methodology.

11.3.8 Anticipated or actual costs computed for the Work involved means the sum of all incremental costs which would be, or actually were, necessarily incurred by CONTRACTOR in the proper performance of the Work. Those costs shall be in amounts no higher than those prevailing in the locality of the Project or as allowed elsewhere in these Contract Documents, and shall include only the appropriate items for labor, Material, Equipment, and supplemental costs specified below.

11.4 Determining Cost Adjustments to Changes in Contract Price.

11.4.1 CONTRACTOR shall provide to ENGINEER proof of any burdens, including insurance costs, added to base wages to determine payroll costs described in this Section.

11.4.2.1 Changes in the Contract Price made on the basis of the methods described in Section 11.3 shall be based upon the following: Payroll costs for craft labor in the direct employ of CONTRACTOR assigned to the site and engaged in furnishing and incorporating Materials or Equipment in the Work involved. Payroll costs shall include wages plus the necessary labor burdens, which may include social security, unemployment, Workers compensation, health and retirement benefits, vacation and Holiday pay, and other payments pursuant to union agreements but shall exclude profit sharing, bonuses, and similar

remunerations. Labor charges shall be allowed only for hourly labor directly involved in the Work. Such personnel may include Working foreman at the site. The cost of all salaried employees shall be considered as a part of allowances allowed in this Section. Labor rates shall be as actually paid based on certified payroll records or in accordance with general rates for various pay categories established by union agreements or by mutual agreement between COUNTY and CONTRACTOR prior to the commencement of the Work. The expenses of performing Work outside of normal Working hours, on weekends or Holidays, shall be included in the above to the extent authorized by COUNTY as set out in the Contract Documents.

11.4.2.2 Payments by CONTRACTOR to Suppliers for all Material and Equipment in the Work involved, including transportation and storage costs, and necessary Suppliers field services. All cash deposits shall accrue to COUNTY, if COUNTY advances funds to CONTRACTOR with which to make payments. All trade discounts, rebates and refunds and all returns from sale of surplus items shall accrue to COUNTY and CONTRACTOR shall make provisions so that they may be obtained. When required by COUNTY, CONTRACTOR shall obtain competitive bids from Suppliers in order to achieve a reasonable price. When determining Material and Equipment costs, actual invoices segregating items associated with Work involved shall be the record upon which actual costs shall be based.

11.4.2.3 Payments by CONTRACTOR to Subcontractors for Work involved performed by Subcontractors. When required by COUNTY, CONTRACTOR shall obtain competitive detailed bids from Subcontractors in order to achieve a reasonable price. When determining Subcontractor costs at any tier, the Subcontractor's Cost shall be determined in the same manner as CONTRACTOR's costs. All Subcontracts shall be subject to the provisions of this Section insofar as applicable.

11.4.2.4 Costs of field supplies consumed in the performance of the Work involved, and purchase costs of small tools used or consumed in the performance of the Work involved (and purchase cost less market value if used but not consumed) which are individually valued at less than $1,000.00. Consumable shall include such items as rags, nails, fasteners, weld rod, gases, lubricants, paper, grout, stakes, power and fuel for tools and Equipment, chains, cables, hoses, water, and similar items normally used in the course of the Work. Costs of field supplies will be paid as a percentage of direct labor cost in an amount that shall not exceed the allowance shown in this Section.

11.4.2.5 Equipment costs required solely in connection with the Work involved reflecting rented or leased or owned Equipment cost for individual construction Equipment or machinery whose replacement value is in excess of $1,000.00. Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such Equipment is or was transported to the site solely to perform the Work involved. All Equipment costs shall cease when the Equipment is no longer necessary to perform the Work involved. Payroll costs for craft labor operating the Equipment shall be as in subsection 11.4. Equipment costs shall be computed using the same accounting and estimating rules regardless of whether related to added or deleted items of Work.

11.4.2.6 Rented or owned Equipment at the site, and not in actual use, shall be paid at the rates for rented Equipment, or on the basis of fifty percent (50%) of the rates for owned Equipment, respectively, as specified below. In no event shall the idle time claimed in a day exceed the established normal Working hours. Payments for idle Equipment shall come due only as long as the Equipment was idled solely by actions of COUNTY, and provided that the idle period exceeds that normally experienced for such Equipment.

11.4.2.7 Except as provided below, for Equipment rented or leased, CONTRACTOR shall be entitled to amounts based on negotiated rental or lease rates, but in no event shall the amounts allowed exceed an hourly rate based on the monthly rates, listed in the most current and most appropriate Rental Rate Blue Book (Blue Book) published by Dataquest, Inc. for the area where the Project is located (presently 3 volumes, relating to Equipment of various ages) divided by 176 hours per month. Rates for Equipment not included in the Blue Book shall be interpolated or extrapolated from the information contained therein. In addition to the rental or leasing rate, operating costs shall not exceed the estimated hourly operation rate in the Blue Book. For multiple shift Work, the allowable Equipment rate for second or third shifts shall not exceed fifty percent (50%) of the adjusted base rate.

11.4.2.8 For Equipment rented or leased from lessor firms associated with or owned by CONTRACTOR, CONTRACTOR shall be entitled to reimbursement as though the Equipment was owned Equipment, as specified below.

11.4.2.9 For Equipment owned by CONTRACTOR, CONTRACTOR shall be entitled to costs based on billings established by his normal accounting practices, but in no event shall those costs exceed the maximum allowable costs for rented or leased Equipment.

11.4.2.10 Costs of special consultants who are not employees in the direct employ of CONTRACTOR or any of the Subcontractors or Suppliers, or special Subcontractors; provided that those costs are or were authorized by COUNTY prior to proceeding with the Work involved, and only if their activities are not covered by costs included under subsection 11.4, or are not excluded by subsection 11.9.

11.4.2.11 Sales, consumer, or similar taxes related to the Work involved, and for which CONTRACTOR is liable, royalty payments, and fees for permits and licenses, any of them related solely to the Work involved.

11.4.2.12 Deposits to be lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly to be employed by any of them or for whose acts any of them may be liable, related solely to the Work involved.

11.4.2.13 Increased costs of premiums for Bonds and Insurance resulting solely because of the Work involved.

11.5 Costs Covered by CONTRACTOR's Allowances.

11.5.1 Except as otherwise specifically provided in subsection 11.9, the cost of the Work involved shall not include any of the following costs, all of which are considered to be covered by CONTRACTOR's Allowances:

11.5.2 Payroll costs and other compensation of personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for management or administration of the Work, including, but not limited to, (a) CONTRACTOR's officers, executives, principals, general managers, Project managers, Project Managers, estimators, schedulers, detailers, claims consultants, attorneys, auditors, accountants, purchasing and contracting agents, expediters, and (b) resident superintendents, nonworking foremen, field engineers and architects, safety personnel, timekeepers, and clerks.

11.5.3 Expenses of CONTRACTOR's principal, branch and site offices and all field and home office overhead expenses of any nature except as authorized in writing by COUNTY prior to proceeding with the Work involved.

11.5.4 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work involved and charges for delinquent payments.

11.5.5 Costs due to the fault or negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to deposits to be lost, costs to correct Defective Work, disposal of Materials or Equipment wrongly supplied and making good any damage to property.

11.5.6 Market value of small tools used but not consumed which remain in the property of CONTRACTOR.

11.5.7 Costs associated with the preparation of Change Orders (whether or not ultimately authorized by COUNTY), or the preparation or filing of Contract Claims or other claims of any nature.

11.5.8 Expenses of CONTRACTOR associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.

11.5.9 Costs derived from the computation of a "home office overhead" rate by application of the Eichleay, Allegheny, Burden Fluctuation, total cost, or other similar formula based methods.

11.5.10 Costs of special consultants or attorneys, whether or not in the direct employ of CONTRACTOR, employed for services specifically related to the resolution of a Contract Claim, dispute, or other matter relating to the acceptability of the Work.

11.5.11 Other administrative expense or contingent costs of any kind, and the costs of any item not specifically and expressly included in Section 11.

11.6 CONTRACTOR Allowances for Changes to the Work. CONTRACTOR's allowances, which includes costs not directly chargeable under this Section, expenses itemized in subsection 11.5, and profit shall not exceed the following percentages of the various portions of the Work involved. The percentages for allowances are specific as to each identified cost element and are not layered or cumulative in effect. No other allowances in addition to these will be allowed.

Cost Element	Allowance for Additions	Allowances for Deletions
CONTRACTOR and Subcontractor labor per subsection 11.4.2.1. exclusive of the premium portion of craft labor	15%	(7.5)%
CONTRACTOR and Subcontractor Equipment and Materials per subsection 11.4.2.2.	15%	(7.5)%
Subcontractor costs resulting from direct Subagreement with CONTRACTOR per subsection 11.4.2.3.	5%	(2.5)%
Allowance for small tools and consumable per subsection 11.4.2.4. (percentage of direct labor)	2%	0%
CONTRACTOR and Subcontractor owned or rented Equipment per subsection 11.4.2.5.	15%	(7.5)%
CONTRACTOR and Subcontractor supplemental costs per subsection 11.4.2.9. premium portion of craft labor costs; and other authorized costs.	0%	0%

11.7 Unit Price Work.

11.7.1 Where the Contract Documents provide for Unit Price Work, the Contract Price stated in the Agreement will include for all Unit Price Work an amount equal to the sum of the Unit Prices for each item of Unit Price Work times the estimated quantity of each item as indicated in the Contract Documents. Each

Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

11.7.2 CONTRACTOR shall promptly, after becoming aware of, and before proceeding with any significant quantities of affected Work, notify COUNTY in writing of any additional or reduced quantities for an item of Unit Price Work which will require a twenty percent (20%) or higher adjustment in the as-awarded quantity for that item or an increase in Contract Price greater than five percent (5%).

11.7.3 COUNTY reserves the right to notify CONTRACTOR in writing of any variation in quantities meeting the criteria established in this subsection.

11.7.4 Prior to Final Payment, or before the total amount paid exceeds the established Contract Price, an appropriate Change Order will be issued on the recommendation of ENGINEER, to adjust the estimated quantities for Unit Price Work and to correspondingly adjust the Contract Price.

11.7.5 If COUNTY determines that the additional or reduced quantities for an item of Unit Price Work justify an adjustment in the Unit Price, COUNTY shall authorize such an adjustment. No adjustment shall be provided under this subsection unless the variation between actual and estimated quantities for all Unit Price Work result in an increase or decrease in Contract Price by more than ten percent (10%). If COUNTY determines that the Unit Prices established in the Contract Documents are valid even for the additional or lower quantities, that decision shall be final and binding on CONTRACTOR unless CONTRACTOR delivers to COUNTY written notice of a Contract Claim within 7 days from receipt of such decision.

11.7.6 In re-evaluating Unit Prices contained in the Contract Documents, CONTRACTOR and COUNTY shall take into account increases or decreases in CONTRACTOR's supplemental and administrative costs for the performance of the Work solely as a result of the variation in quantities, as opposed to as a result of CONTRACTOR's fault or negligence, or bid estimate errors.

11.8 Cash Allowances. It is understood that when cash allowances are named in the Contract Documents CONTRACTOR has included in the Contract Price all allowances so named. CONTRACTOR shall cause the Work so covered to be within the limit of the allowances set forth in the Contract Documents. Upon Final Payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as the CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

11.9 Criteria for Determining Adjustments in Contract Time.

11.9.1 The criteria to be used to determine an adjustment in Contract Time necessitated by changes ordered or negotiated pursuant to these General Conditions or a Contract Claim, are limited to the following:

11.9.2 An extension in Contract Time will not be granted unless CONTRACTOR can demonstrate through an analysis of the Progress Schedule that the increases in the time to complete the Work, or specified part of the Work, beyond the corresponding Contract Time(s) arise from unforeseeable causes beyond the control and without the fault or negligence of both CONTRACTOR and his Subcontractors, Suppliers or other persons or organizations, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Time. An adjustment in Contract Time will be based solely upon net increases in the time required for the performance or completion of parts of the Work controlling achievement of the corresponding Contract Time(s) at the time that the incident which causes the change occurs. However, even if the time required for the performance or completion of Controlling Work Items of the Work is extended, an extension in Contract Time will not be granted until performance or completion of the Controlling Work Items necessarily extends beyond the Contract Time in question despite CONTRACTOR's reasonable and diligent actions to guard against those effects. Examples of unforeseeable causes include: (1) acts of God or of the public enemy; (2) acts of COUNTY or ENGINEER in its sovereign or contractual capacity; (3) acts of the Government or another Public Entity in its sovereign capacity; (4) acts of another contractor in the performance of a contract with the COUNTY,

if not identified in the Contract; (5) fires, floods, epidemics, quarantine restrictions; (6) sink holes, archaeological finds; (7) strikes, freight embargoes; (8) unusually severe weather; (9) a case of differing physical conditions; and (10) unusually severe shortages of construction Materials from such causes as area-wide shortages, an industry-wide strike, or a natural disaster which affects all feasible sources of supply.

11.9.3 Notwithstanding any provisions in the Contract Documents to the contrary, an extension of Contract Time shall be the sole remedy of CONTRACTOR for any delay of any kind. The COUNTY's exercise of any of its rights under Section 10 and this Section regardless of the extent or number of the changes, or the COUNTY's exercise of its remedies of stopping the Work or requiring correction or re-execution of any defective Work shall not under any circumstances be construed as active or intentional interference with the CONTRACTOR's performance of the Work.

11.10 Waivers. The CONTRACTOR expressly waives recovery (1) of acceleration costs incurred as an alternative to an extension in Contract Time on account of delays not meeting the requirements for extensions in Contract Time or an adjustment in Contract Price; (2) of escalation costs for any part of the Work; and, (3) of any Contract Claim for an addition to the Contract Price when the CONTRACTOR fails to comply with the time requirements for notice or submittal of supporting data under these Contract Documents.

SECTION 12 - SCHEDULES

12.1 Project and Submittal Schedules.

12.1.1 Types of Schedules

12.1.1.1 Project Schedule:

12.1.1.1.1 Project Schedule Definitions:

a) Work Items are the significant activities of the Project. There is no one “right way” to define Work Items for a given project, however all significant project activities must be identified in sufficient detail to track progress towards project completion.
b) Start Date and Finish Date are the dates a Work Item will begin and will be completed.
c) Duration is the length of time it takes for a Work Item to be completed, from Start Date to Finish Date.
d) Sequence is the order in which the Work Items must be completed. This includes Work Items that are done concurrently (at the same time), sequentially (must finish one before starting the next) or overlap (may start one before finishing the other).
e) Critical Path is the sequence of those Work Items whose durations determine the length of time needed to complete the entire project from start to finish.
f) Controlling Work Items are those Work Items on the Critical Path.
g) Float Time is the time a Work Item not on the Critical Path could be delayed without affecting the Critical Path.

12.1.1.1.2 CONTRACTOR shall prepare and submit for ENGINEER’s review a time scaled Project Schedule. The Project Schedule shall show the sequence in which CONTRACTOR proposes to accomplish the Work Items (including procurement of Materials and Equipment) and shall clearly depict the order, interdependence, duration, and installation man-days by craft of each Work Item. The Project Schedule shall show all of the Work Items to be completed and the duration of the Critical Path leading to each substantial and final completion requirement. The duration of the Project Schedule’s Critical Path shall comply with the Contract Time and shall meet the Contract Agreement’s substantial and final completion requirements. The float time for each Work Item not on the critical path shall be depicted. At a minimum, a schedule diagram shall be submitted which is neatly lettered and legibly drawn to a time scale. The Project Schedule breakdown shall be by divisions of Work subdivided into areas or facilities in sufficient detail so that ENGINEER may readily evaluate CONTRACTOR's progress at any given time during the project and shall be arranged and itemized so ENGINEER can evaluate CONTRACTOR'S requests for progress payments.

12.1.1.1.3 CONTRACTOR shall include in the Project Schedule Work Item(s) clearly showing CONTRACTOR's coordination of all utility work at, or adjacent to, the Project site. These Work Item(s) apply to all utility work at the site; including all connections to existing utilities, removal, re-locations and adjustments (temporary and permanent) regardless of whether the work is performed by CONTRACTOR, the COUNTY's own forces or by others. The CONTRACTOR shall assign reasonable and realistic start and finish dates to utility relocation work item(s) and must include a mandatory 30 days minimum float time. The 30 days of float time for utility relocations must be clearly depicted on the Project Schedule. The COUNTY will not consider any Contract Time extensions related to utility coordination matters unless the utility related delays exceed the thirty (30) Days float time and extend the Critical Path of the Project Schedule.

12.1.1.2 Shop Drawing Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review, a schedule of Shop Drawing and sample submissions. This schedule shall consist of a list of the submittals to be made over the course of the Project; anticipated and actual dates of submittal and return for both initial and resubmissions; and the anticipated dates of submittal approval so as not to delay the Project. The schedule shall allow for review and processing time by ENGINEER OF RECORD and ENGINEER.

12.1.1.3 Manpower/Cash Flow Schedule: CONTRACTOR shall prepare and submit to ENGINEER for review with the Project Schedule, manpower charts and cash flow Projections contemplated or required by the schedule in a form acceptable to ENGINEER. Updated plan and actual expended manpower charts and cash flow Projections shall be submitted with each monthly or interim Project Schedule submission.

12.1.2 Submittal.

12.1.2.1 CONTRACTOR shall submit to the ENGINEER for ENGINEER's acceptance the initial Project Schedule within thirty (30) Days of the Notice To Proceed date.

12.1.2.2 CONTRACTOR shall enter on the Project Schedules the actual progress on a monthly basis, or at such intervals as requested by ENGINEER, and shall deliver to ENGINEER five (5) copies of the schedule documentation.

12.1.2.3 Updated Project Schedules are to be submitted with each Application for Payment. An Application for Payment shall not be paid until the schedule submittal, including cash flow projections, and any requested corrections or clarifications have been accepted by ENGINEER for inclusion into the Application for Payment. If additional updated schedules are requested by ENGINEER they are to be provided within seven days of the date of request, but do not constitute permission to submit additional Applications for Payment.

12.1.3 Review.

12.1.3.1 ENGINEER shall review schedule submittals. If, in the opinion of ENGINEER, the schedule (1) does not accurately reflect CONTRACTOR's actual progress or Work plan or, (2) is unreasonable or cannot be used to effectively evaluate CONTRACTOR's progress or, (3) is not in compliance with this Section and other appropriate sections of the Contract Documents, it will be returned to CONTRACTOR for corrections or clarification. CONTRACTOR shall make the necessary corrections and resubmit or shall respond in detail to ENGINEER's comments and request that the submittal be accepted without modification. Failure by CONTRACTOR to provide corrections or clarifications to schedule submittals as directed by ENGINEER shall constitute reason to withhold approval of any Application for Payment.

12.1.3.2 ENGINEER's review of schedule submittals shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has, in writing, called COUNTY's attention to each such variation at the time of submission and COUNTY has given written approval of each such variation; nor shall any approval by COUNTY or ENGINEER relieve CONTRACTOR from responsibility for compliance with any provision of the Contract Documents.

12.1.4 The Contract Time establishes the period and duration in which COUNTY expects the Work to be performed. Any schedule which shows completion ahead of the Contract Time shall include additional supporting data to explain the basis of the shorter time for performance. Submission by CONTRACTOR of any schedule indicating completion ahead of schedule shall not constitute an adjustment in Contract Time; however, CONTRACTOR may complete the Work ahead of the Contract Time and close out the Work as provided in the Contract Documents. The increased schedule flexibility represented in the shorter schedule shall allow the use of the increased schedule flexibility by the COUNTY. In any case COUNTY shall not be responsible for any costs, actual or anticipated, resulting from any delay to CONTRACTOR that prevents completion of any part or all of the Work unless it prevents completion by the Contract Time(s); nor shall the COUNTY be obligated to incur any additional costs for administration or inspection of the CONTRACTOR's voluntary accelerated Work. No Contract Claims for Contract Time or Contract Price shall be compensated to the CONTRACTOR for County delay, disruption, interference, inefficiency, constructive acceleration or other time impacts prior to the original Contract Time(s) for completion of the Work.

12.1.5 It is understood that revisions in the schedule are inherent in the nature of construction especially when the Work involves Underground Facilities and utilities. This may require that changes be made in the schedule to reflect the dynamic nature of the design and the Work. Actions by COUNTY, ENGINEER or

ENGINEER OF RECORD that may affect the progress of any part or all of the Work shall make use of the flexibility in the Project Schedule, often expressed as schedule float or slack time, and that which may result from changes in the sequencing of individual Work items, to limit the impact of such actions. The flexibility in the Project Schedule shall not be limited by the inclusion of restraints, logic or imposed dates into the schedule that cannot be reasonably justified. Float or slack time is defined as the amount of time between the early start date and the late start date or the early finish date and the late finish date of any of the activities on the Project Schedule. Positive float or slack time is for the exclusive use or benefit of COUNTY. Positive float or slack time is owned and belongs to the COUNTY and must be used in the best interest of the public to assure timely completion of the Work. Therefore, any float or slack time shall be used to the maximum extent possible to offset: (1) unexpected delays which occur in connection with the Work; (2) acts of God; and (3) change actions initiated by the COUNTY including, but not limited to, unilateral Change Orders and acceleration orders.

12.1.6 After Substantial Completion, but prior to Final Payment, CONTRACTOR shall submit an as-built schedule. The schedule shall reflect (1) all as-built critical paths, (2) all contract activities, including all added activities, with their actual start and finish dates, (3) the actual number of separate Work days during which Work was performed on each activity, and (4) the actual number of man-days that were required to complete each activity.

12.1.7 It is expressly agreed that CONTRACTOR shall not be entitled to damages for any type of delay whatsoever under any circumstances and the CONTRACTOR expressly waives any increase in Contract Price or damages of any type on account of time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration. It is further expressly agreed that the exclusive remedy for time impacts to the Project Schedule including, but not limited to, Contract Claims for delay, disruption, suspension, interference, inefficiency and constructive acceleration, will consist of Contract Time extensions under the terms of the Contract Documents and will exclude the CONTRACTOR's right to recover any time impact monetary damages of any nature from COUNTY. The parties agree that this no damages for delay clause applies to all damages or claims that may arise because of delay or acceleration of any nature experienced by CONTRACTOR, no matter how caused, because of acts or omissions of the COUNTY, the presence and operations of the COUNTY performing work with its forces, the work of utility contractors, or the work of others at the Project site; the COUNTY assumes no direct or vicarious liability for any losses and expenses incurred by CONTRACTOR. In the event that this subsection is found by a court of competent jurisdiction to be void or inapplicable, then CONTRACTOR shall compute all damage claims as provided in subsection 17.9 of these General Conditions.

12.1.8 Delays of Subcontractors, suppliers, materialmen, or others selected by CONTRACTOR or CONTRACTOR's Subcontractors, without regard to the tier or privity of contract between the CONTRACTOR and CONTRACTOR's Subcontractors, shall not be excusable to the CONTRACTOR and shall not be the basis of a Contract Claim for Contract Time or Contract Price by CONTRACTOR.

SECTION 13 - WARRANTY AND GUARANTEE, TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE Work

13.1 Warranty and Guarantee. CONTRACTOR warrants and guarantees that all Work will be in accordance with the Contract Documents and will not be Defective. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Section. The obligations of CONTRACTOR under this subsection shall be in addition to and not in limitation of any obligation imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by Laws or Regulations.

13.2 Access to Work. COUNTY, ENGINEER, ENGINEER OF RECORD, their representatives, testing agencies and governmental entities with jurisdiction shall be permitted access to the Work for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections.

13.3.1 CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals. Inspections, tests or observations by ENGINEER, ENGINEER OF RECORD, COUNTY or their agents may be performed at their discretion to provide information to the COUNTY on the progress of the Work. However, such information is not intended to fulfill the CONTRACTOR's obligations in accordance with the Contract Documents.

13.3.2 If any law, ordinance, rule, regulation, code or order of any public body, government entity or court having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all related costs, schedule related activities at appropriate times, and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs, in connection with any inspection or testing required in connection with COUNTY's or ENGINEER's acceptance of a proposed manufacturer, fabricator, supplier or distributor of Materials or Equipment proposed to be incorporated in the Work, or of Material or Equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation of the Work. All inspections, tests or approvals shall be performed by persons or organizations acceptable to COUNTY and ENGINEER.

13.3.3 The CONTRACTOR shall perform sufficient testing and inspection of the Work to support the Warranty and Guaranty requirements.

13.3.4 Neither observations by ENGINEER or COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

13.3.5 If any testing, inspection or approval under this subsection reveal Defective Work, CONTRACTOR shall not be allowed to receive any associated costs and COUNTY shall be entitled to deduct from the Contract Price, by issuing a Change Order, COUNTY's costs arising out of the Defective Work, including costs of repeated procedures, compensation for ENGINEER's and ENGINEER OF RECORD's services and other related costs.

13.4 Uncovering Work.

13.4.1 If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense and will exclude the right to an increase in the Contract Price or Contract Time unless CONTRACTOR has given ENGINEER timely written notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.

13.4.2 If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, Material and Equipment. If it is found that such Work is Defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, any additional expenses experienced by the COUNTY due to delays to others performing additional Work, other contractual obligations, and attorneys' fees and COUNTY shall be entitled to issue an appropriate deductive Change Order. CONTRACTOR shall further bear the responsibility for maintaining the schedule and will not be allowed an increase in Contract Price or Contract Time due to the uncovering. If, however, such Work is not found to be Defective, and subsection 13.4.1 is not applicable, CONTRACTOR shall be allowed an increase in the Contract Price or the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if it makes a Contract Claim therefor as provided in Section 10.

13.5 Correction or Removal of Defective Work. CONTRACTOR shall promptly, without cost to COUNTY and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with conforming Work. The CONTRACTOR shall bear the cost of repairing or replacing all Work and property of the COUNTY or others destroyed or damaged or in any way impacted by such correction or removal.

13.6 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept it, COUNTY may do so. In such case, if acceptance occurs prior to Final Payment, COUNTY shall be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price. If the acceptance occurs after such Final Payment, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

13.7 COUNTY May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with this Section, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the Progress Schedule), COUNTY may, after seven (7) days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this subsection COUNTY shall proceed with reasonable promptness. To the extent necessary to complete corrective and remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere.

CONTRACTOR shall allow COUNTY, COUNTY's representatives, agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this subsection. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount documented by COUNTY, and COUNTY will be entitled to issue a Change Order incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, all corrective or replacement costs, compensation for additional professional services required and all costs of repair and replacement of property of others destroyed, impacted or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR shall not be allowed an increase in the Contract Price or the Contract Time because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY's rights hereunder.

13.8 Warranty Period.

13.8.1 The Warranty Period shall commence on the date of Final Completion of the entire Work, or a later date if so specified in the Contract Documents , and extend until two (2) years after that date (or whatever longer period may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.)

13.8.2 If within the designated Warranty Period, the Work, or any part of the Work, is discovered to be Defective, CONTRACTOR shall promptly, without an adjustment in Contract Price and in accordance with COUNTY's or ENGINEER's written instructions, either correct that Defective Work, or if it has been rejected by COUNTY or ENGINEER, remove it from the site and replace it with non-Defective Work. If circumstances warrant it, including, but not limited to, in an emergency, COUNTY may have the defective Work corrected or the rejected Work removed and replaced. In that event, CONTRACTOR shall not be allowed to recover any associated costs, and he shall reimburse COUNTY for all direct, indirect and consequential costs of COUNTY, or COUNTY shall be entitled to issue a Change Order to incorporate an appropriate decrease in Contract Price if prior to Final Payment. COUNTY shall reserve and retain all of its rights and remedies at law and equity against CONTRACTOR and its Surety for damages and for corrections of any and all latent defects.

13.9 Extended Warranties and Guarantees.

13.9.1 COUNTY may at its sole discretion advance or defer the date of commencement of the Warranty Period, in which case CONTRACTOR shall maintain the warranties and guarantees in full force and effect until the revised date for commencement of the Warranty Period. If such advancement or deferral in the date for commencement of the Warranty Period causes an increase or decrease in the cost of the warranties and guarantees provided by CONTRACTOR, COUNTY shall make an adjustment in Contract Price or Contract Time, as provided in Sections 10 and 11.

13.9.2 In circumstances where COUNTY undertakes partial utilization of a portion of the Work which was specifically identified in the Contract Documents, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.9.3 In special circumstances where CONTRACTOR fails to complete the Work or a separable portion of the Work within the corresponding Contract Time, including any authorized adjustments and COUNTY undertakes partial utilization, CONTRACTOR shall maintain the warranties and guarantees in full force and effect during the period between the applicable commencement of partial utilization date, and the date of commencement of the Warranty Period, and for such warranties and guarantees CONTRACTOR shall receive no adjustment in Contract Price.

13.10 Special Maintenance Requirements. In special circumstances where the Work, or a designated part, reaches Substantial Completion, but as provided in the Contract Documents, is not placed in continuous service until the commencement of the Warranty Period, CONTRACTOR shall maintain the Work, or designated part, in good order and in proper Working condition, provide suitable drainage, and take all other actions as are necessary for its protection during the period between the applicable Substantial Completion date and the date of commencement of the Warranty Period, and for such maintenance CONTRACTOR shall receive no adjustment in Contract Price. In the event that Work suffers loss or damage, however caused, CONTRACTOR shall rebuild, repair, restore, and make good without an increase in Contract Price all losses or damages to any portion of any Work and shall without an increase in Contract Price provide suitable drainage and erect such temporary structures and take all other actions as are necessary for its protection. Suspension of Work or the granting of an extension in Contract Time for any cause shall not relieve CONTRACTOR of his responsibility for the Work, or designated part, as specified in this subsection.

13.11 Extended Warranty Period Due to Defective Work. Any Defective Work that is either corrected or rejected and replaced will be warranted and guaranteed for a period of two (2) years from the date of such correction or removal and replacement, even if it had previously been corrected or replaced, in accordance with the provisions of this Section 13. If within such extended Warranty Period, that Work is once again found to be Defective, COUNTY shall be entitled to all of COUNTY's rights and remedies under this Section.

SECTION 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules. The Contractor will not be entitled to receive a Progress Payment until the Progress Schedule is approved by the ENGINEER.

14.2 Application for Payment. Not later than the first day of each month, CONTRACTOR shall meet with ENGINEER to agree on quantities of Work completed and Materials on site to be used as the basis for an Application for Payment for the previous month. The COUNTY's Project manager shall review and approve a draft copy of the Application For Payment prior to ENGINEER and CONTRACTOR agreeing on the applicable figures. Using the agreed upon figures, ENGINEER shall generate the Application for Payment and deliver it to CONTRACTOR for completion and signature. CONTRACTOR shall submit the signed Application for Payment to ENGINEER, accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

14.2.1 On each Application for Payment, CONTRACTOR shall (1) list the name and address of each of its Subcontractors and Suppliers who have performed Work or provided supplies or Material during the time period of Work reflected by the Application; (2) submit certified payroll sheets for his own forces and all Subcontractors for the month preceding this application; and, (3) submit a monthly updated Progress Schedule including cash flow projections. After the first Application for Payment, CONTRACTOR shall include an affidavit stating that all previous progress payments received on account of the Work have been applied (1) to discharge CONTRACTOR's obligations and (2) to pay in full (less retainage) all amounts owed to its Subcontractors and Suppliers reflected in prior Applications for Payment. CONTRACTOR shall on the Application for Payment form note and explain when it has not discharged its obligations or paid in full (less retainage) all amounts owed as stated above.

14.2.2 The CONTRACTOR shall submit partial releases of liens from all Subcontractors and Suppliers in a form satisfactory to the COUNTY, prior to processing any Pay Applications.

14.2.3 Neither COUNTY or ENGINEER is under any duty or obligation whatsoever to any Subcontractor, Supplier, laborer or any other party to ensure that payments due and owing by CONTRACTOR to any of them are or will be made.

14.3 Stored Materials.

14.3.1 COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work but delivered and suitably stored, less in each case the aggregate of payments previously made. In no event shall payments for Materials and Equipment stored on site exceed ninety percent (90%) of the value of the related cost for the specific item of Work shown in the schedule of values regardless of the stated value of the Material or Equipment. COUNTY may, at its sole option, pay an amount equal to ninety percent (90%) of the value of Materials and Equipment not incorporated into the Work and stored off site. When payment to CONTRACTOR is made for stored Material and Equipment, CONTRACTOR shall submit invoices marked paid by the Supplier with the Application for Payment following payment to CONTRACTOR documenting that CONTRACTOR has paid for said Materials and Equipment or the previously paid amount shall be deducted from remaining payments or retainage for stored Materials and Equipment not so properly documented.

14.3.2 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but delivered and suitably stored at the site or at a bonded warehouse, the Application for Payment shall be accompanied by such data, satisfactory to COUNTY, as will establish COUNTY's title to the Material and Equipment and protect COUNTY's interest therein, including applicable insurance. In no event shall the quantity of Material and Equipment submitted for payment be in excess of the actual final installed quantity. COUNTY may deduct from the final Application for Payment amounts paid CONTRACTOR for Material and Equipment not finally installed in the Work.

14.3.3 If payment is requested on the basis of Materials and Equipment not incorporated into the Work but stored off site, the CONTRACTOR shall store all off site Materials and Equipment in a bonded warehouse. The shipping yards of manufacturers or suppliers are not suitable off site storage sites.

14.3.4 Without limitation, the CONTRACTOR shall assume all risk of loss and be solely responsible for all stored Materials and Equipment on-site, off-site stored in bonded warehouses including, but not limited to, stored Materials paid under prior Applications For Payment.

14.4 CONTRACTOR's Warranty of Title. The CONTRACTOR warrants and guarantees that title to all Work, Materials and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COUNTY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

14.5 Review and Payment.

14.5.1 ENGINEER must approve all Applications For Payment prior to recommending payment to the COUNTY. Applications For Payment shall be processed in accordance with Chapter 218, Part VII “Florida Prompt Payment Act” including all applicable provisions for Engineer's review time.

14.5.2 ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to COUNTY, based on on-site observations of the Work in progress and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that the Work has progressed to the point indicated; that to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project prior to or upon Substantial Completion; to the results of any subsequent tests called for in the Contract Documents; or to any qualifications stated in the recommendation) and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment, ENGINEER will not thereby be deemed to have represented that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, Materials or Equipment has passed to COUNTY free and clear of any lien.

14.5.3 ENGINEER may refuse to recommend the whole or any part of any payment if, in its opinion, it would be incorrect to make such representations to COUNTY. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect COUNTY from loss or anticipated loss because: (1) the Work is Defective, or completed Work has been damaged requiring correction or replacement or, (2) written Contract Claims have been made against COUNTY or Liens have been filed in connection with the Work or, (3) the Contract Price has been reduced because of Change Order or, (4) COUNTY has been required to correct Defective Work or complete the Work or, (5) of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents or, (6) of CONTRACTOR's failure to make payment to Subcontractors, Suppliers or for labor,or (7) of CONTRACTOR's failure to provide acceptable schedule submittals for inclusion into the Application for Payment or, (8) of CONTRACTOR's failure to properly maintain and submit with Application for Payment Record Documents.

14.6 Retainage.

14.6.1 The value of each Application for Payment shall be equal to the total value of the Work performed to date, less an amount retained in accordance with Chapter 255.078, “Public Construction Retainage” and Chapter 218.735, Part VII “Florida Prompt Payment Act”, and less payments previously made and amounts withheld in accordance with the Contract Documents.

14.6.2 Retainage under the Contract Documents is held by COUNTY as collateral security to assure completion of the Work.

14.7 Overpayment. Any overpayment by COUNTY to CONTRACTOR shall be promptly repaid to COUNTY upon demand.

14.8 Final Application for Payment.

14.8.1 After CONTRACTOR has completed all corrections to the satisfaction of COUNTY and ENGINEER as verified by Final Inspection and delivered all maintenance and operating instructions, schedules, guarantees, warranties, Bonds, certificates of inspection, marked-up record documents and other documents, all as required by the Contract Documents and acceptable to COUNTY, and after ENGINEER has indicated that Work is acceptable, CONTRACTOR may make application for Final Payment following the procedure for Applications for Payment.

14.8.2 The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waiver (satisfactory to COUNTY) of all Liens and Contract Claims arising out of or filed in connection with the Work. In lieu thereof and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full with an affidavit of CONTRACTOR that the releases and receipts include all labor, services, Material and Equipment for which a Lien or Contract Claim could be filed, and that all payrolls, Material and Equipment bills and other indebtedness in connection with the Work for which COUNTY might in any way be responsible, have been paid or otherwise satisfied. COUNTY shall require consent of the Surety to Final Payment.

14.9 Final Payment and Acceptance.

14.9.1 If, on the basis of ENGINEER's observations of the Work during construction and Final Inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of its obligations under the Contract Documents, ENGINEER will, within twenty days after receipt of the final Application for Payment, indicate in writing its recommendation of payment and present the Application to COUNTY for payment. Thereupon ENGINEER will give written notice to COUNTY and CONTRACTOR that the Work is acceptable. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend Final Payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, COUNTY shall, within twenty days after receipt from ENGINEER, pay CONTRACTOR the amount due giving consideration to the recommendations of ENGINEER, but not being bound thereby.

14.9.2 After receipt of the ENGINEER's written notice that the Work is acceptable and prior to Final Payment, CONTRACTOR shall submit an affidavit, in a form acceptable to COUNTY, certifying that the Bonds and insurances required under Section 5 are in effect and will not be allowed to expire for the required period of time.

14.10 Waiver of Claims.

14.10.1 The making and acceptance of Final Payment shall constitute:

14.10.2 A waiver of all claims by COUNTY against CONTRACTOR, except claims arising from unsettled liens, from Defective Work appearing after final inspection, from fraud or gross negligence or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein or the terms of any Bonds; however, it shall not constitute a waiver by COUNTY of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.10.3 A waiver of all Contract Claims, requests for equitable adjustment or claims of any nature by CONTRACTOR against COUNTY, ENGINEER, and ENGINEER of RECORD.

14.11 COUNTY's Obligations.

14.11.1 In no event shall any interest be due and payable to CONTRACTOR on any of the sums retained by COUNTY pursuant to any of the terms or provisions of any of the Contract Documents.

14.11.2 Any provision to the contrary notwithstanding, COUNTY shall not be obligated to make any payment to CONTRACTOR and may withhold partial payments if any one or more of the following conditions exists: (1) COUNTY has reason to believe CONTRACTOR is in default of any of its obligations or otherwise is in default under any of the Contract Documents; (2) Any part of such payment is attributable to Work which is Defective; (3) CONTRACTOR has failed to make payments promptly to Subcontractors and Suppliers or for labor and Material for which COUNTY has made payment to CONTRACTOR; (4) If COUNTY, in its good faith judgment, determines that the portion of the Contract Price remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents; (5) CONTRACTOR has failed to maintain progress of the Work in accordance with the Progress Schedule or CONTRACTOR has failed to meet an interim completion date or the Substantial or Final Completion Date.

14.12 Partial Utilization.

14.12.1 Use by COUNTY of completed portions of the Work may be accomplished at the option of COUNTY prior to Substantial Completion of all the Work subject to the following:

14.12.1.1 COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any part of the Work which COUNTY believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR shall certify to COUNTY that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and ENGINEER in writing when CONTRACTOR considers that a portion of the Work which has been identified in the Contract Documents as eligible for Partial Utilization is substantially complete. Within a reasonable time thereafter, COUNTY, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to COUNTY and CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, and attaching a list of minor items as to that part of the Work to be completed or corrected before Final Payment.

14.12.1.2 Prior to issuing a certificate of Substantial Completion as to part of the Work, ENGINEER will deliver to COUNTY and CONTRACTOR a written recommendation as to the division of responsibilities pending Final Payment between COUNTY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance and the Warranty Period for that part of the Work. COUNTY shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items described above.

14.12.1.3 In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, COUNTY may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, COUNTY and CONTRACTOR have agreed in writing as to the division of responsibilities between COUNTY and CONTRACTOR for security, operations, safety, maintenance, Warranty Period, utilities and insurance with respect to such facility. During such utilization and prior to Substantial Completion of that portion of the Work, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items and to complete other related Work.

14.13 Substantial Completion.

14.13.1 When CONTRACTOR considers the entire Work to have progressed to the point where it is substantially complete, CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete, submit to ENGINEER all operation and maintenance manuals and instructions and spare parts required by the Contract Documents, and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, COUNTY, CONTRACTOR and ENGINEER

shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. CONTRACTOR shall then accomplish the requisite Work and then recertify that the entire Work is substantially complete. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to CONTRACTOR and COUNTY a Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items (which should be minor in scope and nature) to be completed or corrected before Final Payment. CONTRACTOR shall continue to be responsible for maintaining the Work until the date of certification of Substantial Completion, or longer if so required by the Contract Documents.

14.13.2 After the date of Substantial Completion, COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the list attached to the Certificate of Substantial Completion.

14.14 Final Inspection. Upon written notice from CONTRACTOR that the minor items described in the list attached to the Certificate of Substantial Completion have been completed, ENGINEER will make an inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of the results of this inspection as to the items of the Work that appear to be incomplete, non-conforming or Defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies, and notify ENGINEER upon completion. The Final Inspection by ENGINEER with COUNTY and CONTRACTOR will verify completion of all items.

14.15 CONTRACTOR's Continuing Obligation. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or Final Payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR nor any Partial Utilization by COUNTY nor any act of acceptance by COUNTY nor any failure to do so, nor any review and approval of the Shop Drawings or samples, nor any review of a Progress Schedule, nor the issuance of a notice of acceptability by ENGINEER, nor any correction of Defective Work by COUNTY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents except as provided in a waiver of Contract Claims at the time of making and acceptance of Final Payment.

14.16 Deleted Work. The COUNTY shall have the right to cancel the portions of the Agreement relating to the construction of any item therein by the payment to the CONTRACTOR of a fair and equitable amount covering all items of cost incurred prior to the date of cancellation or suspension of the Work by order of the ENGINEER.

14.17 Partial Payments.

14.17.1 General. The CONTRACTOR will receive partial payments on monthly estimates based on the amount of Work done or completed (including delivery of certain Materials, as specified herein). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment. The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the Unit Prices, less an amount retained and less payments previously made.

14.17.2 Withholding Payment for Defective Work. Should any defective Work or Material be discovered prior to the Final Acceptance, or should a reasonable doubt arise prior to Final Acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes for doubt removed.

SECTION 15 - SUSPENSION OF WORK AND TERMINATION

15.1 COUNTY May Stop the Work. If the Work is Defective and the CONTRACTOR has been notified by ENGINEER or COUNTY, or if CONTRACTOR fails to perform the Work in compliance with the Maintenance of Traffic requirements of the Contract Documents, or if CONTRACTOR fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or suitable Materials or Equipment, or if CONTRACTOR fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to COUNTY, or if any insurance company CONTRACTOR has obtained insurance from declares bankruptcy or is declared bankrupt,or if CONTRACTOR fails to prosecute the Work without endangering persons or property, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. COUNTY's order to stop the Work may be communicated through ENGINEER or by COUNTY. This right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY or ENGINEER to exercise this right for the benefit of CONTRACTOR or any other party. CONTRACTOR shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of engineers, attorneys and other professionals, any additional expenses incurred by COUNTY due to delays to others performing Work under a separate contract with COUNTY, and other obligations), and CONTRACTOR shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. COUNTY shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.

15.2 Suspension for Convenience.

15.2.1 Without invalidating the Contract Documents, and without notice to any surety, COUNTY may, at any time, order CONTRACTOR in writing to stop, delay or interrupt Work for such a period of time as COUNTY may deem appropriate. Upon receipt of that order, CONTRACTOR shall immediately proceed in accordance with any specific provisions or instructions, protect and maintain the Work, and make reasonable and diligent efforts to mitigate costs associated with the suspension order.

15.2.2 If any suspension of Work under this subsection causes an increase or decrease in CONTRACTOR's cost or the time required to perform or complete any part of the Work, COUNTY shall make a change in Contract Price or Contract Time, as provided in Section 10 and 11; except that no change in Contract Price or Contract Time will be made for any suspension of Work to the extent that performance would have been suspended anyhow by causes not meeting the criteria in Section 11, or for which an adjustment is provided or excluded under any other provision of the Contract Documents.

15.3 Termination for Cause.

15.3.1 COUNTY may upon the occurrence of any one or more of the following events terminate the services of CONTRACTOR:

15.3.1.1 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.3.1.2 If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.3.1.3 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled Workers, sufficient supervisory personnel, or suitable Materials or Equipment or failure to adhere to the Progress Schedules);

15.3.1.4 If CONTRACTOR discontinues prosecution of the Work or any portion thereof;

15.3.1.5 If CONTRACTOR allows any final judgment against it to remain unsatisfied for a period of ten days;

15.3.1.6 If CONTRACTOR disregards laws, policies, court orders, or administrative directives, etc. of any governmental body, agency or court having jurisdiction;

15.3.1.7 If CONTRACTOR disregards the authority of ENGINEER;

15.3.1.8 If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents; or

15.3.1.9 If CONTRACTOR fails to promptly pay Subcontractors, Suppliers, Materialmen, Laborers, etc.

15.3.2 As it is recognized that if CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of its insolvency, such could impair or frustrate CONTRACTOR's performance of the Work, therefore it is agreed that upon occurrence of any such event, COUNTY shall be entitled to request CONTRACTOR or its successor to provide adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to provide said adequate assurance within seven (7) days of the delivery of the request shall entitle COUNTY to terminate CONTRACTOR. In all events pending receipt of adequate assurance of performance and actual performance in accordance herewith, COUNTY shall be entitled to proceed with the Work with its own forces or with their contractors on a time and Material or other appropriate basis the cost of which will be back charged against CONTRACTOR. COUNTY shall be entitled to deduct these costs from the Contract Price by issuing a Change Order.

15.3.3 COUNTY may, after giving CONTRACTOR and Surety seven (7) days written notice, and to the extent permitted by laws and regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction Equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all Materials and Equipment stored at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as COUNTY may deem expedient. CONTRACTOR shall assign all of its interest in any or all Subagreements to COUNTY upon COUNTY's request. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs including costs for appellate proceedings) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY. If CONTRACTOR leaves the site at any time during the seven day period, COUNTY shall have the right to secure the site to protect the property from damage and to insure the health and safety of the public.

15.3.4 Notwithstanding the above notice period, in the event of an emergency, the COUNTY may take over the site and perform any or all of the activities set out above immediately. COUNTY shall provide notice of such takeover within 24 hours after its occurrence.

15.3.5 Where CONTRACTOR's services have been terminated by COUNTY, the termination shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment due CONTRACTOR by COUNTY will not release CONTRACTOR from liability.

15.3.6 COUNTY may, at its sole discretion, permit CONTRACTOR to continue to perform Work when CONTRACTOR is in default, however caused. Such a decision by COUNTY shall in no way operate as a waiver on the part of COUNTY of any of its rights under the Contract Documents.

15.4 Termination for Convenience.

15.4.1 COUNTY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part at any time for its convenience by giving CONTRACTOR and Surety seven (7) days written notice. COUNTY shall have the right, in that event, to take over any or all of CONTRACTOR's Materials, (whether stored on or off site) supplies, Equipment, Subagreements or other obligations to complete the Work and CONTRACTOR shall assign them to COUNTY upon COUNTY's request. CONTRACTOR shall proceed to complete any part of the Work, as directed by COUNTY, and shall settle all its Contract Claims and obligations under the Agreement.

15.4.2 In any such termination for the convenience of COUNTY, CONTRACTOR shall be paid for Work completed in accordance with the Contract Documents prior to receipt of the notice of termination, and for reasonable termination settlement costs relating to commitments which had become firm prior to the termination; however, payment to CONTRACTOR will exclude any and all anticipated supplemental costs, administrative expenses overhead and profit on uncompleted Work and any type of wrongful termination damages. CONTRACTOR shall justify its Contract Claims as requested by COUNTY with thorough, accurate records and data.

15.4.3 If, after notice of Termination for Cause of CONTRACTOR, it is determined that CONTRACTOR was not in default, the termination shall be deemed to have been for the convenience of COUNTY. In such event CONTRACTOR may recover from COUNTY payment in accordance with subsection 15.4.2.

SECTION 16 - VALUE ENGINEERING INCENTIVE

16.1 Intent and Objective. This Section applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the CONTRACTOR for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the Work. This Section does not, however, apply to any such proposal unless it is identified by the CONTRACTOR, at the time of its submission to the COUNTY, as a proposal submitted pursuant to this Section.

16.1.1 VECPs contemplated are those that would result in net savings to the COUNTY by providing either: (A) a decrease in the cost of performance of the Work, or; (B) a reduction in cost of ownership (hereinafter referred to as collateral costs) of the Work, regardless of acquisition costs. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the submittal of VECPs where the required functions and characteristics could be combined, reduced or eliminated as being nonessential or excessive. Plan errors which are identified by the CONTRACTOR and which result in a cost reduction, will not qualify for submittal as a VECP.

16.1.2 The COUNTY reserves the right to reject at its discretion any VECP submitted which proposes a change in the design of the pavement system or which would require additional right-of-way. Substitution of another design alternate, which is detailed in the Plans, for the one on which the CONTRACTOR bid, will not be allowed under this Section. Pending execution of a formal supplemental agreement, implementing an approved VECP, the CONTRACTOR shall remain obligated to perform in accordance with the terms of the existing Agreement. No time extensions will be granted due to the time required to review a VECP.

16.2 Subcontractors. The CONTRACTOR is encouraged to include the provisions of this Section in contracts with subcontractors. The CONTRACTOR shall encourage submission of VECPs from subcontractors, however, it is not mandatory that VECPs be submitted nor is it mandatory that the CONTRACTOR accept or transmit to the COUNTY VECPs proposed by his subcontractors.

16.3 Data Requirements. As a minimum, the following information shall be submitted by the CONTRACTOR with each VECP:

(1) A description of the difference between the existing requirements and the proposed change, and the comparative advantages and disadvantages.

(2) Separate detailed cost estimates for both the existing requirements and the proposed change. The cost estimates shall be broken down by item numbers indicating quantity increases or decreases and deleted pay items. Additional proposed Work, now covered by the Contract Documents, shall be identified by current COUNTY pay item numbers. In preparing the estimates, the CONTRACTOR shall include overhead, profit and bond. No separate pay item(s) for these costs will be allowed.

(3) An itemization of plan details, plan sheets, design standards and Specifications that must be changed or added if the VECP is adopted. Preliminary plan drawings must be sufficient to describe the proposed changes.

(4) An estimate of the effects the VECP would have on collateral costs to the COUNTY.

(5) Engineering or other analysis in sufficient detail to identify and describe specific features of the Contract Documents which must be changed if the VECP is accepted, with a proposal as to how these changes can be accomplished and an assessment of their effect on other Project elements. The COUNTY may require that engineering analyses be performed by a prequalified consultant in the applicable class of Work. Any design changes which result from the VECP must be supported by computations sealed by a Professional Engineer registered in the State of Florida.

(6) A statement of the time by which approval of the VECP must be issued by the COUNTY to obtain the total estimated cost reduction during the remainder of this Agreement, noting any effect on the Agreement completion time or delivery schedule.

16.4 Processing Procedures. Two copies of each VECP shall be submitted, one to the ENGINEER, or his duly authorized representative, and one to the COUNTY. VECPs will be processed expeditiously; however, the COUNTY will not be liable for any delay in acting upon a VECP submitted pursuant to this Section. The CONTRACTOR may withdraw, in whole or in part, a VECP not accepted by the COUNTY within the period specified in the VECP. The COUNTY shall not be liable for any VECP development cost in the case where a VECP is rejected or withdrawn. The ENGINEER shall be the sole judge of the acceptability of a VECP and of the estimated net savings in construction and/or collateral costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Bid prices if, in the judgment of the ENGINEER, such prices do not represent a fair measure of the value of Work to be performed or to be deleted. Prior to approval, the ENGINEER may modify a VECP, with the concurrence of the CONTRACTOR, to make it acceptable. If any modification increases or decreases the net savings resulting from the VECP, the CONTRACTOR's fair share will be determined upon the basis of the VECP as modified and upon determination of final quantities. The net savings shall be computed by subtracting the revised total cost of all bid items affected by the VECP design from the total cost of the same bid items as represented in the Contract Documents. Prior to approval of the VECP, which initiates the supplemental Agreement, the CONTRACTOR shall provide acceptable contract quality Plan sheets revised to show all details consistent with the VECP design.

16.5 Computations for Change in Contract Cost of Performance. CONTRACTOR development and implementation costs for the VECP will not be recoverable. If the VECP is adopted, the CONTRACTOR's share of the net savings as defined hereinafter shall be considered full compensation to the CONTRACTOR for the VECP. COUNTY costs of processing or implementation of a VECP will not normally be considered in the estimate. However, the COUNTY reserves the right, where it deems such action appropriate, to require the CONTRACTOR to pay the COUNTY's cost of investigating and implementing a VECP submitted by the CONTRACTOR as a condition of considering such proposal. Where such a condition is imposed, the CONTRACTOR shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the COUNTY to deduct amounts payable to the COUNTY from any monies due or that may become due to the CONTRACTOR under the Agreement.

16.6 Computations for Collateral Costs. When collateral cost savings are sought by the CONTRACTOR, separate estimates must be prepared for collateral costs of both the existing Agreement requirement and the proposed change. Each estimate shall consist of an itemized breakdown of all costs and the basis for the data used in the estimate. Cost benefits to the COUNTY include, but are not limited to: reduced costs of operation, maintenance or repair, and extended useful service life. Increased collateral costs include the converse of such factors. Computations shall be as follows:

(1) Costs shall be calculated over a 20-year period on a uniform basis for each estimate.

(2) If the difference in the estimates as approved by the COUNTY indicate a savings, the CONTRACTOR shall divide the resultant amount by 20 to arrive at the average annual net collateral savings. The resultant savings shall be shared as stipulated in subsection 16.7.

16.7 Sharing Arrangements. If a VECP is approved by the COUNTY, the CONTRACTOR may be entitled to share in both construction savings and collateral savings to the full extent provided for in this subsection. Except for innovative ideas, the CONTRACTOR and COUNTY shall each receive 50 percent of net reduction in the cost of performance of this Agreement. For innovative ideas, the reduction in the cost of performance shall be shared as follows:

Accrued Net Savings	CONTRACTOR's Share %	COUNTY's Share %
Less than $25,000	100	0

$25,000 to $50,000	75	25
Over $50,000	50	50

If an approved change is identical or similar to a previously submitted VECP or an idea previously utilized by the COUNTY it will not be considered an innovative idea, thus, will only qualify for a 50 percent sharing of savings. When collateral savings occur, the CONTRACTOR shall receive 20 percent of the average one year's net collateral savings. The CONTRACTOR shall not receive construction savings or collateral savings on optional Work listed in this Agreement until the COUNTY exercises its option to obtain that Work.

SECTION 17 - MISCELLANEOUS

17.1 Giving Notice

17.1.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given as of the time of actual delivery if delivered in person; or if it is delivered by registered mail, at the actual time of delivery.

17.1.2 Written notice to be delivered to COUNTY or ENGINEER or to any of its representatives by CONTRACTOR shall be delivered at the office stated in the Agreement, unless otherwise specified in writing to CONTRACTOR. Written notice to CONTRACTOR by COUNTY or ENGINEER shall be delivered to the individual or member of the firm or to an officer of the corporation for whom it is intended at the office stated in the Agreement, or such other office or individual designated by CONTRACTOR in writing to COUNTY.

17.2 Notice to Other Agencies. CONTRACTOR shall notify all public and private entities or agencies in accordance with any and all ordinances, laws, agreements, licenses, and any other directions of construction activity, disruption of access or services. COUNTY or ENGINEER shall not be responsible for any such notification.

17.3 Computation of Time. When any period of time is referred to in the Contract Documents by Days, it shall be computed to include the first and the last Day of such period. If the last Day of any such period falls on a Saturday or Sunday or on a Holiday, such Day shall be omitted from the computation.

17.4 Claims for Injury or Damage to Person or Property. Should COUNTY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time from the first observance of such injury or damage. This provision shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.5 No Conflict with Laws or Regulations.

17.5.1 The duties, obligations, criteria or procedure imposed by these General Conditions and the rights and remedies made available are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, except that in the event that a specific part or detailed requirement of a provision, criterion or procedure in these General Conditions and a specific part or detailed requirement of a provision, criterion or procedure imposed or available by Laws or Regulations are in conflict the specific part or detailed requirement of Laws and Regulations shall govern. All other specific parts or detailed requirements in the provisions, criteria or procedures of the applicable Laws or Regulations and these General Conditions not in conflict shall remain in full force and effect and be read with the controlling specific part or detailed requirement.

17.5.2 The provisions of this subsection will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

17.5.3 Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be deemed to be inserted therein and the Contract shall be read and enforced as though it were included therein.

17.6 Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated. To that end, this Agreement is declared severable.

17.7 No Waiver of Rights, Duties.

17.7.1 Except as otherwise specifically provided in the Contract Documents, no action or failure to act by the COUNTY, ENGINEER, COUNTY's Representative(s), or CONTRACTOR on one or more occasions shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach thereunder.

17.7.2 All representations, indemnities, warranties and guarantees required by the Contract Documents, including the Warranty Period shall survive Final Payment and termination or completion of the Agreement.

17.8 Advertising. No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the services, Work product(s), or performance of CONTRACTOR under the Contract Documents or the Project to which it relates shall be at the sole discretion of COUNTY.

17.9 Recovery of Damages. In no event shall CONTRACTOR be entitled to recover from COUNTY any indirect, incidental, or consequential damages in any proceeding arising out of or relating to this Agreement or breach thereof. In the event that subsection 12.1.7 is found by a court of competent jurisdiction to be void, inapplicable or in the event that subsequent legislation renders such provisions void or inapplicable, then no formula based or total cost approaches including, but not limited to, the Eichleay, Allegheny, Burden Fluctuation or other similar formula based methods shall be used to compute damages. CONTRACTOR shall base all damage claims upon Cost and Pricing Data at the time of the occurrence of the event upon which the damage claims are based.

17.10 Recovery of Interest. Any prejudgment or postjudgment interest assessed against either party to this Agreement shall be assessed at the rate provided by Florida law or four percent (4%) per annum, whichever is less.

17.11 Notice of Claims. The contractual limitations periods for filing Contract Claims or other claims for increases in Contract Price, Contract Time, or any other claim of any nature set forth in the Contract Documents shall be controlling. However, in the event that no limitations periods is established in the Contract Documents for the specific type of claim asserted then, the parties agree that all such claims shall be made in writing with complete supporting documentation to the persons designated to receive such claims (CONTRACTOR's Superintendent, ENGINEER and COUNTY's Purchasing Manager) no more than 7 days after the occurrence of the event giving rise to any such claim, or else any such claim shall be waived and deemed invalid.

17.12 Waiver of Jury Trial. The parties expressly waive any right to jury trials under Florida law.

17.13 Attorney Fees. The parties expressly agree that each party shall be solely responsible for their own attorney's fees and costs incurred in any negotiation, use of the COUNTY’s Contract Claims procedures, or litigation related to or arising out of these Contract Documents.

SECTION 18 - MEASUREMENT AND PAYMENT

18.1 Measurement of Quantities.

18.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract Documents shall be measured, by the ENGINEER, according to United States Standard Measures.

18.1.2 Method of Measurements: Unless otherwise provided by in the Specifications for the particular items involved, all measurements shall be taken horizontally or vertically.

18.1.3 Determination of Pay Areas:

18.1.3.1 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be determined by calculation, the lengths or widths to be used in the calculations shall be the station to station dimensions shown on the Plans; the station to station dimensions actually constructed within the limits designated by the ENGINEER; or the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by the ENGINEER. The method or combination of methods of measurement shall be those which will reflect with reasonable accuracy the actual surface area of the finished Work as determined by the ENGINEER.

18.1.3.2 In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the Plan quantity, the final pay quantity shall be the plan quantity subject to subsection 18.3.2. Generally the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown in the Plans.

18.2 Scope of Payments.

18.2.1 For any item of Work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, the Unit Price (or lump sum price) for the pay item or items shall include all labor, Equipment, Materials, tools, overhead expenses, profit, and incidentals required for the complete item of Work, including all requirements of the section specifying such item of Work, except as specifically excluded from such payments.

18.2.2 If the Bid Form contains a bid item price for mobilization, partial payments will be made therefor in accordance with the following:

Percent of Original Contract	Allowable Percent of the Lump Sum
5	25
10	50
25	75
50	100

Partial payments for any project will be limited to 10 percent of the original contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

18.3 Compensation for Altered Quantities.

18.3.1 Whenever any change or combination of changes in the Plans, including changes outside the original limits of the Project, results in an increase or decrease in the original contract quantities, and the Work added or eliminated is of the same general character as that shown on the original Plans, the Contractor shall accept payment in full at the original contract Unit Prices for the actual quantities of Work done, and no allowance will be made for any loss of anticipated profits because of increases or decreases in quantities.

18.3.2 Payment Based on Plan Quantity.

18.3.2.1 Where the pay quantity for any item is designated to be the original plan quantity, such quantity will be revised only in the event that it is determined to be substantially in error. An error shall be deemed substantial if the quantity will increase or decrease in excess of five percent of the original plan quantity for that item or the amount due for that item will increase or decrease in excess of $500 (whichever is smaller). In general, such revisions will be determined by final measurement or plan calculations or both as additions to or deductions from plan quantities. In the event either the COUNTY or the CONTRACTOR contends that the plan quantity for any item is in error and additional or less compensation is thereby due, he shall submit, at his own expense, evidence of such in the form of acceptable and verifiable measurements or calculations. The plan quantity will not be revised solely on the basis of a particular method of construction selected by the CONTRACTOR. For earthWork items, any significant differences in the original ground surfaces from that shown in the original plan cross sections which would result in an adjustment to the plan quantity, must be noted by the CONTRACTOR and properly documented by appropriate level notes, acceptable to both the CONTRACTOR and the COUNTY, prior to disturbance of the original ground surface by construction operations to the extent that the original ground surface elevations in question cannot be documented. Any Contract Claim based upon significant differences in the original ground surface must be supported by documentation as provided above. A significant difference in the earthWork surface is defined as a consistent difference in elevation, either up or down, averaging in excess of 0.3 foot over a length of 500 feet in any one area, or an equivalent volume in any individual roadway area of a lesser distance.

18.3.2.2 Where the pay quantity for any item is designated to be the original plan quantity and a plan change which results in an increase or decrease in the quantity of that item is authorized, the plan quantity will be revised accordingly provided that such change will increase or decrease the amount due for the item in excess of $100. In general, such revisions will be determined by final measurement or plan calculations or both.

18.3.2.3 The limitations set out in subsections 18.3.2.1 and 18.3.2.2 do not apply:

(1) Where these Specifications provide that the pay quantity for an item to be paid for on the basis of area of finished Work is to be adjusted according to the ratio of measured thickness to nominal thickness.

(2) Where the Specifications provide for a deduction due to test results falling outside of the allowable Specification tolerances.

SECTION 19 - CONTRACT CLAIMS RESOLUTION

19.1 Purpose. The purpose of this Section is to provide a cooperative team building dispute resolution process for payment of monetary obligations and provision of time extensions under the Contract Claim provisions of the Contract Documents. The team building approach to dispute resolution provided in this Section is intended to complement other requirements imposed by the Contract Documents and is not intended to create duties or obligations not otherwise imposed by law or these Contract Documents. The parties remain responsible for performance of all obligations imposed under these Contract Documents. At all times during the time that any Contract Claim is pending and in the process of being resolved or decided, the CONTRACTOR shall proceed diligently with the Work so as to achieve completion of the Work within the Contract Time.

19.2 Administrative Forum. The parties agree that all Contract Claims arising under the Contract Documents shall be submitted for alternative dispute resolution under Section 3.55, Seminole County Administrative Code or successor provisions. CONTRACTOR agrees that the submission of Contract Claims during performance of the Work provides an efficient dispute resolution procedure and that resolution of disputes by the COUNTY's Purchasing Manager and the COUNTY's Appeal Committee or their designees provide adequate remedies. The CONTRACTOR agrees that the status of hearing officers as COUNTY employees does not violate public policy or deny due process under Section 3.55, Seminole County Administrative Code or successor provisions. The CONTRACTOR, by executing the Contract Documents, expressly agrees to resolve disputes under the COUNTY's Contract Claims procedures.

19.3 Contract Claims Procedure. Contract Claims procedure shall comply with the requirements of the Seminole County Purchasing Code & Procedures. The parties agree to voluntarily exchange information and documents necessary for resolution of the Contract Claim. The hearing officers (Purchasing Manager or Appeal Committee) under the Seminole County Purchasing Code & Procedures, shall have the right to make written requests to the COUNTY staff, ENGINEER, ENGINEER of RECORD, and CONTRACTOR at any time for additional information and documents needed to render a decision. The parties agree that persons required to render decisions under the procedures described in Section 3.5540 of the Seminole County Administrative Code shall not be required to render written decisions until Substantial Completion of the Work has been accomplished and the parties expressly waive the time periods for written decisions by the COUNTY's Purchasing Manager and Appeal Committee. In the event that CONTRACTOR appeals any decision of the Purchasing Manager under Seminole County Code, CONTRACTOR agrees to identify specific exceptions to the Purchasing Manager's decision including specific identification of the provisions of the Contract Documents relied upon. General assertions that the Purchasing Manager's decision is contrary to provisions of the Contract Documents, law, or fact are not sufficient. The CONTRACTOR recognizes and accepts the Seminole County Code requirements for posting an appeal bond.

19.4 Resolution of Contract Time and Contract Price Disputes. Contract Claims related to Contract Time under the Contract Documents provide for extensions of the Contract Time as the sole and exclusive remedy of CONTRACTOR. As to Contract Claims related to Contract Time or Contract Price disputes under the Contract Documents, the parties agree to exhaust all prescribed options under Section 3.55 of the Seminole County Administrative Code and the COUNTY's Contract Claims procedures prior to filing suit or otherwise pursuing legal remedies. The parties agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY's alternative dispute resolution procedures of which the parties had knowledge and failed to present during the COUNTY's Contract Claims procedures.

19.5 In the event that the COUNTY's Contract Claims process is exhausted then, as a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party serving a written request for the same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select a mediator who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The cost of mediation shall be split equally between

the two parties. This clause shall not prevent a party from filing a suit or other legal proceeding seeking emergency or injunctive relief.

19.6 Notice of Contract Claims. Contract Claims by the CONTRACTOR must be made by written notice on the form provided in the Contract Documents with complete documentation to ENGINEER and the COUNTY's Purchasing Manager. Notwithstanding the allowance of a specific time for giving notice in the Contract Documents, notices shall be given at the earliest possible moment and in no event later than the time allowed in the Contract Documents.

19.7 Contract Claim Correspondence. To assure prompt resolution of Contract Claims, the CONTRACTOR's correspondence related to Contract Claims shall have Contract Claim identification numbers assigned by CONTRACTOR. The Contract Claim numbers shall be sequential and assigned chronologically so that each Contract Claim can be individually identified by reference to the Contract Claim number. Each document submitted in support of a Contract Claim must bear the appropriate Contract Claim number.

19.8 Contract Claim Disposition. Each Contract Claim shall be treated separately under 3.55, Seminole County Administrative Code and this Section. Continuing Contract Claims or Contract Claims asserting damages for the cumulative effect of more than one Contract Claim are not permitted. However, if CONTRACTOR files a timely notice of Contract Claim under the Contract Documents, CONTRACTOR may file supplemental documents in support of any Contract Claim prior to the decision of the COUNTY's Purchasing Manager under Section 3.55, Seminole County Administrative Code. As to Contract Claim disputes under the Contract Documents, the decision of the COUNTY's Purchasing Manager or Appeal Committee or their designees shall stand as a COUNTY staff recommendation of settlement of the Contract Claim to the Seminole County Board of County Commissioners.

19.9 Reservation of Contract Claims. The parties agree that these Contract Documents provide no procedure for reservation, notice of reservation or notice of intent to file a Contract Claim and that such notices are void and of no effect. The parties agree that prompt and separate resolution of each Contract Claim benefits CONTRACTOR, COUNTY and the public.

19.10 False Claims. The COUNTY and CONTRACTOR acknowledge that the "Florida False Claims Act" provides civil penalties not more than $10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim.

Purchasing & Contracts Division
1301 East Second Street
Sanford, FL 32771-1468
Phone: (407) 665-7112
FAX: (407) 665-7956

ADDENDUM #2

October 17, 2019

To: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

From: Betsy J. Cohen, C.P.M., Procurement Administrator

Subject: IFB-603616-19/BJC – Pavement Management Program

Due Date: October 23, 2019 @ 2:00 P.M. (EST)

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the solicitation documents and is considered part and parcel to the IFB Package.

The estimated annual budget is $6.8M/year. The expenditures for the previous contract IFB-602096-14/BJC and the annual amounts spent are as follows:

2015 - $3,742,551.69

2016 - $11,289,183.54

2017 - $11,262,693.33

2018 - $5,140,109.27

2019 - $6,244,033.21 (Estimated thru Dec.)

END OF ADDENDUM #2

Purchasing & Contracts Division
1301 East Second Street
Sanford, FL 32771-1468
Phone: (407) 665-7112
FAX: (407) 665-7956

ADDENDUM #1

October 11, 2019

To: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED
From: Betsy J. Cohen, C.P.M., Procurement Administrator
Subject: IFB-603616-19/BJC – Pavement Management Program
Due Date: October 23, 2019 @ 2:00 P.M. (EST)

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the solicitation documents and is considered part and parcel to the IFB Package.

Question #1 - The project specifications contain bid item numbers, sections, article and sub-article numbers that appear to be based on the FDOT. Will the construction on this project to be based on the FDOT 2019 Standard Specifications for Road and Bridge Construction? If not, please provide detailed specifications for each bid item.

Answer to question #1: Yes, as stated in Part 1 Scope of Services "All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions stated in the solicitation". (See Exhibit B General Conditions) Section 1.1 of Definitions for Standard Specifications states: The covenants, directions, provisions and requirements set forth in Division I "General Conditions" set forth in this document, Division II "Construction Details" and Division III "Materials". Division II "Construction Details" and Division III "Materials" are incorporated by reference to Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, 2019. In addition, the attached Supplemental Specifications (Exhibit A) for this contract shall take priority to the County's General Conditions as they are specific to the pay items and basis of payment for this contract, as stated in Part 1 Scope of Services.

Question #2 - Please provide actual item descriptions, quantities and dollar amounts of work completed, per year for each of the last five years for Seminole County IFB-602096-14/BJC.

Answer to question #2: The annual usage of the project fluctuates per year and previous year information has no bearings on the expenditure for the upcoming years. Due to the magnitude of this request, the County will not be able to produce the information before the due date of this project.

Question #3 - Part 1 Scope of Services, page 2, Notes states "104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above." How is it possible to include costs for these activities when the scope of the project if not defined or even what type and/or quantity range of asphalt will be the top lift?

Answer to question #3: Yes, the costs for these items are to be included in the top lift of asphalt, and has not changed from the current IFB-602096-14/BJC contract. For the most part these activities have been

incidental to, or never used on completed projects under the current paving contract. Individual project bid solicitation documents sent to contractors under this Agreement will include Paving Map Book, Bid Tab with Pay Items and Quantities, Anticipated Quantity Calculation Spreadsheet and Bid Memo. The solicitation will detail any project specific requirements and conditions needed to complete the project, including the activities mentioned above.

Question #4 - Is the FDOT Specification, Section 9 Measurement and Payment, 9-2.1.2 Bituminous Materials in effect for the entire duration of the contract?

Answer to question #4: No, for this contract the Seminole County's General Conditions are Division I of the Standard Specifications. Measurement and Payment is covered in Section 18, see Exhibit B General Conditions beginning on page 173.

Question #5 - Is it the intent of the County to award this contract to multiple contractors, setting base line pricing for the contract, then request pricing for individual projects in the same way that the previous contract (IFB-602096-14/BJC) was executed?

Answer to question #5: Yes, it is the County intent to award to multiple Contractors.

Question #6 - Is a bid bond required for this project? If so, please provide a bid bond form and the amount required.

Answer to question #6: No, there is no a bid bond requirement for this project.

Question #7 - What is Seminole County's budget per year for this contract?

Answer to question #7: The estimated annual budget is $1.5M.

END OF ADDENDUM #1

Purchasing & Contracts Division
1301 East Second Street
Sanford, FL 32771-1468
Phone: (407) 665-7112
FAX: (407) 665-7956

ADDENDUM #3

October 23, 2019

To: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

From: Betsy J. Cohen, C.P.M., Procurement Administrator

Subject: IFB-603616-19/BJC – Pavement Management Program

Revised Due Date: November 6, 2019 @ 2:00 P.M. (EST)

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the solicitation documents and is considered part and parcel to the IFB Package.

The due date for this project is extended to November 6, 2019 at 2:00 PM

END OF ADDENDUM #3

Proposal of

Halifax Paving, Inc.

P.O. Box 730549 Ormond Beach, Fl 32173
Phone 386-676-0200 Fax 386-676-0803
E-mail; halifaxpaving@cfl.rr.com

DATE: 4/11/2023 **TIME:** 3:24 PM

TO: City Of New Smyrna Beach

ATTN: Joseph Boyle
PHONE: jboyle@cityofnsb.com **FAX:**

JOB NAME: New Smyrna Beach Resurfacing **LOCATED AT:** NSB, FL

PLANS BY: **DATE OF PLANS:**

****UNIT PRICES WILL BE HONORED FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL. MARKET INCREASES MAY APPLY THEREAFTER.****

BID ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Maintenance Of Traffic- Approximately 45 Days	45	DA	$ 1,500.00	$ 67,500.00
Milling	217260	SY	$ 1.50	$ 325,890.00
Asphalt 1 1/2" SP-9.5	17924	TN	$ 110.00	$ 1,971,640.00
Mobilization	1	LS	$ 120,000.00	$ 120,000.00

We propose to execute the above scope of work for the sum of: $ 2,485,030.00

EXCLUSIONS:

WE PROPOSE TO PERFORM ONLY THE WORK EXPLICITLY DESCRIBED ABOVE
ANY ITEM OF WORK WHICH IS NOT EXPLICITLY DESCRIBED ABOVE IS NOT INCLUDED IN THIS PROPOSAL
THIS ITEMIZED PROPOSAL SHALL BECOME A BINDING ADDENDUM TO ANY CONTRACT DERIVED FROM THIS PROPOSAL.
This proposal only includes work shown in the Civil Drawings.
Permit Applications, Permit Fees, Impact Fees, or Other Fees of any kind are NOT INCLUDED in this Proposal.
This Proposal may be withdrawn by us if not accepted within 30 days.
All work is guaranteed to be as specified.
All work is to be completed in a workmanlike manner according to standard construction practices.
Any alteration or deviation from the above scope of work, will be executed only upon written orders.
Any alteration or deviation from the above scope of work, involving extra costs, will become an extra charge over and above this Proposal.
Owner to carry Fire, Tornado, Hurricane and other necessary insurance.
Our Workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal –
The above scope of work, specifications, conditions, and prices are satisfactory and are hereby accepted.
Halifax Paving is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date of Acceptance _____

Authorized Signature _____ Date of Acceptance _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of Florida, Inc.
3520 Thomasville Rd., Ste. 500
Tallahassee FL 32309

CONTACT NAME: Tina Graham
PHONE (A/C, No, Ext): (850) 656-3747 FAX (A/C, No): (850) 656-4065
E-MAIL ADDRESS: Tina.Graham@bbrown.com

INSURED
Halifax Paving, Inc.
PO Box 730549
Ormond Beach FL 32173

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Travelers Indemnity Company of America	25666
INSURER B :	The Phoenix Insurance Company	25623
INSURER C :	Travelers Property Casualty Company of America	25674
INSURER D :	Bridgefield Employers Insurance Company	
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractural Liability [X] XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Contractors Pollution Liab	Y		5N643358	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5N572459	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5N646348	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-56467	07/01/2022	07/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Equipment Floater			5N318107	07/01/2022	07/01/2023	Rented/Leased Equipment	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of New Smyrna Beach is included as an Additional Insured with regard to General Liability Coverage as required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach Utilities Commission
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#	ON STREET	From	To
1	QUAY ASSISI	N CAUSEWAY	LAGOON CT
2	QUAY ASSISI	LAGOON CT	JACARANDA CAY CT
3	QUAY ASSISI	JACARANDA CAY CT	SABAL CAY CT
4	QUAY ASSISI	SABAL CAY CT	HEATHER POINT CT
5	QUAY ASSISI	HEATHER POINT CT	POINCIANA COVE CT
6	QUAY ASSISI	POINCIANA COVE CT	BARRACUDA BLVD
7	QUAY ASSISI	BARRACUDA BLVD	VIA AMALFI
8	QUAY ASSISI	VIA AMALFI	VIA BENEVENTO
9	QUAY ASSISI	VIA BENEVENTO	VIA CAPRI
10	QUAY ASSISI	VIA CAPRI	VIA DUOMO
11	VIA AMALFI		
12	VIA BENEVENTO		
13	VIA CAPRI		
14	QUAY ASSISI	VIA DUOMO	QUAY ASSISI CDS
15	QUAY ASSISI	QUAY ASSISI CDS	SOUTH END
16	CAUSEWAY DR	DESOTO DR	DESOTO DR
17	DESOTO DR	CAUSEWAY FRONTAGE RD	N CAUSEWAY
18	DESOTO DR	CAUSEWAY FRONTAGE RD	N CAUSEWAY
19	DESOTO DR	CAUSEWAY DR	CAUSEWAY FRONTAGE RD
20	DESOTO DR	CAUSEWAY DR	CAUSEWAY FRONTAGE RD
21	DESOTO DR	DESOTO DR	GRANADA ST
22	DESOTO DR	GRANADA ST	CAUSEWAY DR
23	DESOTO DR	GRANADA ST	CAUSEWAY DR
24	DESOTO DR	SALUDO ST	GRANADA ST
25	DESOTO DR	CASTILLE ST	SALUDO ST
26	DESOTO DR	DESOTO DR	CASTILLE ST
27	DESOTO DR	SE END	DESOTO DR
28	SALUDO ST	DESOTO DR	GRANADA ST
29	CASTILLE ST	DESOTO DR	GRANADA ST
30	BOAT YARD ST	SOUTH END	OLD FEGER DR
31	SUGAR MILL DR	PIONEER TR	CELOSIA DR
32	SUGAR MILL DR	CELOSIA DR	MERTZ LN
33	HORTON	3RD AVE	2ND AVE
34	HORTON	2ND AVE	LOCUST ST
35	HORTON	LOCUST ST	E 1ST AVE
36	HORTON	E 1ST AVE	MAPLE ST
38	TRUIST BANK APRON		
39	17TH AVE APRON		
40	17TH AVE	SAXON DR	S ATLANTIC AVE
41	16TH AVE APRON		
42	16TH AVE	SAXON DR	S ATLANTIC AVE
43	15TH AVE APRON		
44	15TH AVE	SAXON DR	S ATLANTIC AVE
45	14TH AVE APRON		
46	14TH AVE	SAXON DR	S ATLANTIC AVE
47	13TH AVE APRON		
48	13TH AVE	SAXON DR	S ATLANTIC AVE
49	SAXON DR	13TH AVE	12TH AVE
50	12TH AVE	SAXON DR	S ATLANTIC AVE
51	12TH AVE	S ATLANTIC AVE	HILL ST
52	SAXON DR	12TH AVE	11TH AVE
53	11TH AVE	SAXON DR	S ATLANTIC AVE
54	SAXON DR	11TH AVE	9TH AVE
55	10TH AVE	SAXON DR	S ATLANTIC AVE

56	9TH AVE	SAXON DR	S ATLANTIC AVE
57	SAXON DR	9TH AVE	8TH AVE
58	10TH AVE APRON		
59	8TH AVE APRON		
60	8TH AVE	S ATLANTIC AVE	HILL ST
61	8TH AVE	SAXON DR	S ATLANTIC AVE
62	SAXON DR	8TH AVE	7TH AVE
63	SAXON DR	7TH AVE	3RD AVE
64	SAXON DR	SCHOOLWAY AVE	SAXON PALM CT
65	S GLENCOE RD	WOOD CREEK LN	SR 44
66	S GLENCOE RD	LYMESTONE CT	WOOD CREEK LN
67	S GLENCOE RD	CONSERVATION CT	LYMESTONE CT
68	BUENOS AIRES ST	COLUMBUS AVE	FLAGLER AVE
69	BUENOS AIRES ST	S ATLANTIC AVE	COLUMBUS AVE
70	JESSAMINE AVE	S PINE ST	S COOPER ST
71	JESSAMINE AVE	S COOPER ST	S ATLANTIC AVE
72	COLUMBUS AVE	CANOVA DR	S PENINSULA AVE
73	COLUMBUS AVE	S PENINSULA AVE	S PINE ST
74	COLUMBUS AVE	S PINE ST	S COOPER ST
75	COLUMBUS AVE	S COOPER ST	S ATLANTIC AVE
76	COLUMBUS AVE	S ATLANTIC AVE	BUENOS AIRES ST
77	FAULKNER	CANAL ST	JULIA ST
78	FAULKNER	JULIA ST	WASHINGTON ST
79	FAULKNER	WASHINGTON ST	MURRAY ST
80	FAULKNER	MURRAY ST	MARY AV
81	FAULKNER	MARY AV	MARSHALL ST
82	FAULKNER	MARSHALL ST	RONNOC LN
83	FAULKNER	RONNOC LN	WAYNE AV
84	S MYRTLE AVE	10TH ST	W 7TH ST
85	S MYRTLE AVE	W 7TH ST	CAVEDO ST
86	S MYRTLE AVE	CAVEDO ST	BROWN ST
87	S MYRTLE AVE	BROWN ST	THOMAS ST
88	S MYRTLE AVE	THOMAS ST	SUITOR ST
89	S MYRTLE AVE	SUITOR ST	FIELD ST
90	S MYRTLE AVE	FIELD ST	MEADOWOOD ST
91	S MYRTLE AVE	MEADOWOOD ST	LYTLE AV
92	S MYRTLE AVE	LYTLE AV	DOWNING ST
93	S MYRTLE AVE	DOWNING ST	CANAL ST
94	N MYRTLE AVE	CANAL ST	JULIA ST
95	N MYRTLE AVE	JULIA ST	WASHINGTON ST
96	N MYRTLE AVE	WASHINGTON ST	JEFFERSON ST
97	N MYRTLE AVE	JEFFERSON ST	MARY AVE
98	N MYRTLE AVE	MARY AVE	PETTIS CT
99	N MYRTLE AVE	PETTIS CT	ROSE CT
100	N MYRTLE AVE	ROSE CT	ENTERPRISE AVE
101	N MYRTLE AVE	ENTERPRISE AVE	CHARLOVIX ST
102	N MYRTLE AVE	CHARLOVIX ST	RONNOC LN
103	N MYRTLE AVE	RONNOC LN	NW END
104	FAIRWAY CIR	WAYNE AVE	FAIRWAY CIR
105	FAIRWAY CIR	FAIRWAY CIR	GREEN RD
106	FAIRWAY CIR	GREEN RD	SANDWEDGE DR
107	FAIRWAY CIR	SANDWEDGE DR	FAIRWAY CIR
108	BOGEY CIR	FAIRGREEN AV	PUTTER LN
109	BOGEY CIR	PUTTER LN	FAIRGREEN AV
110	BOGEY CIR	PUTTER LN	GRACE DR

111	BOGEY CIR	GRACE DR	PUTTER LN
112	S GOLF LAKE DR	SOUTH END	N GOLF LAKE DR
113	N GOLF LAKE DR	S GOLF LAKE DR	MAYPORT AVE
114	S GOLF LAKE DR	N GOLF LAKE DR	MAYPORT AVE
115	ANDREA DR	FAIRGREEN AV	GOLF CLUB DR
116	TEE CIR	SOUTH END	SANDWEDGE DR
117	SANDWEDGE DR	FAIRWAY CIR	TEE CIR
118	SANDWEDGE DR	TEE CIR	GREEN RD
119	GREEN RD	FAIRWAY CIR	SANDWEDGE DR
120	GREEN RD	SANDWEDGE DR	WAYNE AV
121	FIELD ST	SLATTON ST	CHISHOLM ST
122	FIELD ST	CHISHOLM ST	S DUSS ST
123	SLATTON ST	FIELD ST	MEADOWOOD ST
124	CHISHOLM ST	FIELD ST	MEADOWOOD ST
125	CHISHOLM ST	MEADWOOD ST	LYTLE AVE
126	DUSS ST S	FIELD ST	MEADOWOOD ST
127	MAGNOLIA ST	8TH ST	7TH ST
128	MAGNOLIA ST	7TH ST	6TH ST
129	MAGNOLIA ST	6TH ST	5TH ST
130	MAGNOLIA ST	5TH ST	4TH ST
131	MAGNOLIA ST	4TH ST	3RD ST
132	MAGNOLIA ST	3RD ST	2ND ST
133	MAGNOLIA ST	2ND ST	1ST ST
134	MAGNOLIA ST	1ST ST	CLINCH ST
135	MAGNOLIA ST	CLINCH ST	SMITH ST
136	MAGNOLIA ST	LYTLE AVE	ALLEY W OF MAGNOLIA ST
137	MAGNOLIA ST	ALLEY W OF MAGNOLIA ST	DOUGLAS ST
138	MAGNOLIA ST	DOUGLAS ST	DOWNING ST
139	MAGNOLIA ST	DOWNING ST	CANAL ST
140	RIVERVIEW PL	N INDIAN RIVER RD	N PENINSULA AV
141	CORTEZ	N INDIAN RIVER RD	N PENINSULA AV
142	CORTEZ	N PENINSULA AV	BEACON ST
143	CORTEZ	BEACON ST	N ATLANTIC AV
144	OCEAN DR	DUNE CIR	NORTH END
145	OCEAN DR	DUNE CIR	N PENINSULA AV
146	SPYGLASS LN	DUNE CIR	NW END
148	SURF ST	N PENINSULA AV	BEACON ST
149	BEACHWAY AV	BEACON ST	N ATLANTIC AV
150	BEACHWAY AV	N PENINSULA AV	BEACON ST
151	PENINSULA AV	SMYRNA DUNES RD	WEST END
152	PENINSULA AV	MINORCA BEACH LN	SMYRNA DUNES RD
153	PENINSULA AV	MINORCA BEACH WAY	MINORCA BEACH LN
154	PENINSULA AV	OCEAN DR	MINORCA BEACH WAY
155	PENINSULA AV	OCEAN DR	OCEAN DR
156	PENINSULA AV	DUNE CIR	OCEAN DR
157	PENINSULA AV	SURF ST	DUNE CIR
158	PENINSULA AV	RIVERVIEW PL	SURF ST
159	PENINSULA AV	CORTEZ ST	RIVERVIEW PL

Commission Zone	Width (ft)	Length (ft)	Area (yd2)	tonnage
1	30.0	633.13	2110.43	174.11
1	38.0	51.08	215.67	17.79
1	27.0	159.77	479.31	39.54
1	24.0	132.15	352.40	29.07
1	24.0	216.42	577.12	47.61
1	23.0	1336.24	3414.84	281.72
1	19.0	1276.70	2695.26	222.36
1	19.0	502.43	1060.69	87.51
1	19.0	614.01	1296.24	106.94
1	21.0	574.46	1340.41	110.58
1	34.0	169	638.07	52.64
1	25.0	643	1785.36	147.29
1	25.0	943	2619.25	216.09
1	22.0	1676.11	4097.16	338.02
1	28.0	483.45	1504.07	124.09
1	15.0	1,518	2530.00	208.73
1	29.0	88	282.40	23.30
1	29.0	86	276.85	22.84
1	20.0	161	358.20	29.55
1	23.0	164	418.65	34.54
1	20.0	150	332.40	27.42
1	20.0	205	454.96	37.53
1	20.0	167	370.33	30.55
1	20.0	790	1755.53	144.83
1	20.0	312	693.42	57.21
1	23.0	663	1694.54	139.80
1	18.0	247	494.84	40.82
1	20.0	510	1132.24	93.41
1	20.0	441	979.58	80.82
1	24.0	548	1461.25	120.55
3	27.0	1019.06	3057.18	252.22
3	22.0	1664.43	4068.61	335.66
2	29.0	342	1101.55	90.88
2	20.0	302	672.00	55.44
2	20.0	284	631.40	52.09
2	20.0	278	618.78	51.05
2			63.2	5.21
2			41.3	3.41
2	20.0	1,376	3057.80	252.27
2			39.1	3.23
2	20.0	1,385	3077.16	253.87
2			40.9	3.37
2	18.0	1,389	2778.78	229.25
2			48.8	4.03
2	20.0	1,404	3120.53	257.44
2			52	4.29
2	19.0	1,418	2992.67	246.90
2	21	351.58	820.35	67.68
2	18.0	1,435	2870.94	236.85
2	18.0	158	315.72	26.05
2	21	348.87	814.03	67.16
2	21.0	1,455	3394.32	280.03
2	21	353.61	825.09	68.07
2	20.0	1,472	3270.49	269.82

2	21.0	1,473	3436.23	283.49
2	21	708.93	1654.17	136.47
2			49	4.04
2			46.4	3.83
2	15.0	154	256.15	21.13
2	22.0	1,456	3558.45	293.57
2	21	342.3	798.70	65.89
2	21	1964.03	4582.74	378.08
2	21	640.86	1495.34	123.37
4	24.0	1,738.00	4634.67	382.36
4	31.0	473.68	1631.56	134.60
4	38.0	256.80	1084.27	89.45
2	20.0	473	1051.53	86.75
2	17.0	516	975.31	80.46
2	19.0	648	1367.30	112.80
2	19.0	705	1488.52	122.80
2	17.0	283	535.33	44.16
2	19.0	655	1382.17	114.03
2	18.0	643	1286.28	106.12
2	20.0	827	1837.29	151.58
2	20.0	228	506.47	41.78
1	30.0	464	1547.17	127.64
1	29.0	412	1329.10	109.65
1	21.0	596	1390.81	114.74
1	22.0	240	587.47	48.47
1	19.0	406	856.12	70.63
1	18.0	603	1205.66	99.47
1	18.0	1,354	2708.54	223.45
1	31.0	1,478	5091.41	420.04
1	22.0	1,789	4372.96	360.77
1	22.0	686	1677.99	138.43
1	22.0	341	832.77	68.70
1	22.0	447	1092.89	90.16
1	22.0	679	1660.51	136.99
1	23.0	1,046	2673.90	220.60
1	30.0	96	320.70	26.46
1	24.0	695	1852.24	152.81
1	28.0	343	1066.02	87.95
1	18.0	452	904.30	74.60
1	19.0	420	886.22	73.11
1	19.0	427	901.17	74.35
1	19.0	399	841.76	69.45
1	19.0	241	509.24	42.01
1	19.0	218	461.15	38.04
1	19.0	74	155.38	12.82
1	17.0	149	280.71	23.16
1	17.0	347	655.48	54.08
1	19.0	870	1836.33	151.50
1	22.0	284	695.05	57.34
1	21.0	1,507	3516.05	290.07
1	21.0	300	701.10	57.84
1	21.0	423	986.39	81.38
3	21.0	123	286.16	23.61
3	21.0	126	293.21	24.19
3	20.0	221	491.60	40.56

3	20.0	931	2069.11	170.70
3	14.0	427	664.91	54.85
3	18.0	1,195	2390.30	197.20
3	18.0	829	1658.16	136.80
3	20.0	959	2130.96	175.80
1	31.0	302	1041.32	85.91
1	22.0	288	704.32	58.11
1	22.0	280	683.76	56.41
1	22.0	837	2045.12	168.72
1	22.0	448	1095.04	90.34
1	19.0	286	602.72	49.72
1	18.0	523	1045.20	86.23
1	19.0	950	2004.86	165.40
1	19.0	962	2030.93	167.55
1	31.0	67	231.91	19.13
1	20.0	987	2192.84	180.91
1	29.0	581	1871.08	154.36
1	30.0	851	2836.27	233.99
1	30.0	575	1916.10	158.08
1	32.0	586	2084.34	171.96
1	31.0	590	2032.33	167.67
1	32.0	459	1631.68	134.61
1	30.0	355	1184.93	97.76
1	31.0	360	1238.38	102.17
1	31.0	394	1356.25	111.89
1	32.0	75	266.67	22.00
1	36.0	275	1098.28	90.61
1	40.0	339	1508.71	124.47
1	39.0	356	1544.79	127.45
	18.0	321	642.78	53.03
	18.0	295	589.70	48.65
	18.0	294	588.20	48.53
	18.0	321	642.50	53.01
	20.0	917	2037.73	168.11
	20.0	428	950.78	78.44
	27.0	595	1784.37	147.21
	22.0	341	832.72	68.70
	20.0	301	668.02	55.11
	20.0	296	658.33	54.31
	20.0	104	232.00	19.14
	20.0	1,174	2609.38	215.27
	20.0	439	976.31	80.55
	21.0	861	2009.14	165.75
	20.0	156	347.51	28.67
	19.0	301	636.44	52.51
	19.0	240	507.11	41.84
	20.0	720	1600.62	132.05
	20.0	321	714.38	58.94

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

CONSIDER THE APPROVAL TO SUBMIT A GRANT APPLICATION FOR CONSTRUCTION OF AN ENCLOSED BOAT HOUSE FOR POLICE AND FIRE VESSELS UNDER THE U.S. DEPARTMENT OF HOMELAND SECURITY PORT SECURITY GRANT PROGRAM.

May 9, 2023

Background:

The Fiscal Year (FY) 2023 Port Security Grant Program (PSGP) is one of four grant programs that constitute the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA) focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the nation's critical infrastructure against potential terrorist attacks. The PSGP provides funds to state, local, territorial, and private sector partners to support increased port-wide risk management and protect critical maritime transportation infrastructure from acts of terrorism.

If approved, the city will be responsible for 25% of permitting, design, construction, and other elements.

Fiscal Analysis:

If approved, the city will be responsible for 25% of permitting, design, construction, and other elements.

Strategic Plan Item:

No

Staff Report Created By: Shawn Vandemark - Fire Chief

Attachments:

FY 2023 Port Security Grant Program Frequently Asked Questions.pdf

FY 2023 Port Security Grant Program Frequently Asked Questions

Release Date: Feb 27, 2023

Download a PDF copy of this webpage.

The Fiscal Year (FY) 2023 Port Security Grant Program (PSGP) is one of four grant programs that constitute the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA) focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the nation's critical infrastructure against potential terrorist attacks. The PSGP provides funds to state, local, territorial, and private sector partners to support increased port-wide risk management and protect critical maritime transportation infrastructure from acts of terrorism.

About the Program

1. **What is the purpose of the FY 2023 PSGP?**

   The Fiscal Year (FY) 2023 Port Security Grant Program (PSGP) is one of four grant programs that constitute the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency's (FEMA) focus on transportation infrastructure security activities. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS to help strengthen the nation's critical infrastructure against potential terrorist attacks. The PSGP provides funds to state, local, territorial, and private sector partners to support increased port-wide risk management and protect critical maritime transportation infrastructure from acts of terrorism.

2. **What legislation authorized funding for the FY 2023 PSGP?**

Section 102 of the *Maritime Transportation Security Act of 2002* (Pub. L. No. 107-295), codified as amended (46 U.S.C. § 70107). PSGP funding was appropriated by Congress in the *Department of Homeland Security Appropriations Act, 2022* (Pub. L. No. 117-103).

3. **How much funding is available under the FY 2023 PSGP?**

   The total amount distributed will be $100 million.

4. **What are the changes in funding levels between FY 2022 and FY 2023?**

   The FY 2023 funding level for PSGP is the same as FY 2022.

5. **Where is the FY 2023 PSGP Notice of Funding Opportunity located?**

   The FY 2023 PSGP NOFO is located online at www.fema.gov/grants.

6. **Who is eligible to apply for FY 2023 PSGP funds?**

   All entities subject to an Area Maritime Security Plan, as defined by 46 U.S.C. § 70103(b), may apply for PSGP funding. Eligible applicants include, but are not limited to, port authorities, facility operators, and state, territorial, and local government agencies.

   Any ferry system electing to participate and receive funds under the FY 2023 PSGP will not be eligible to participate in the FY 2023 Transit Security Grant Program (TSGP). Likewise, any ferry system that participates in the TSGP will not be eligible for funding under the PSGP.

7. **What is meant by "facility operator" as an eligible entity?** A facility operator owns, leases, or operates any structure or facility of any kind located in, on, under, or adjacent to any waters subject to the jurisdiction of the United States. Examples of facility operators include, but are not limited to, terminal operators, ferry systems, bar/harbor pilots, and merchant's exchanges.

8. **What types of security-related activities are allowable under PSGP?**

   Please refer to the FY 2023 Preparedness Grants Manual for detailed information on these allowable cost categories. Allowable activities and costs will generally fall under one of the following categories:

   - Planning;
   - Operational Activities, including Operational Packages;
   - Equipment and Capital Projects;
   - Training and Awareness Campaigns;
   - Exercises; and/or
   - Maintenance and Sustainment.

9. **What makes a strong Investment Justification (IJ)?**

   - Clearly identified threats, vulnerabilities, and consequences;
   - Description of findings from a previously conducted vulnerability assessment;
   - Details of any incident(s) including description, dates, etc.;
     - A brief description of any supporting documentation (such as police reports or photographs) that is submitted as part of the application, if applicable;
   - Explanation of how the investments proposed will mitigate or address the vulnerabilities identified from a vulnerability assessment;
   - Clear linkage between investment(s) and core capabilities (See National Preparedness Goal);
   - Verification that all proposed activities are allowable costs per the FY 2023 THSGP NOFO;

- Realistic milestones that consider the Environmental Planning and Historic Preservation (EHP) review process, if applicable; and
- Description of the project manager(s) level of experience.

10. **How will the FY 2023 PSGP funds be allocated?** Projects submitted by a public sector applicant or projects otherwise certified by the U.S. Coast Guard Captain of the Port as having a port-wide benefit will have their final scores increased by a multiplier of 10%. PSGP recipients will be selected for funding through a competitive review process as outlined in the FY 2023 PSGP NOFO. Applicants will receive a 20% increase to their scores for addressing one or more of the following National Priority Areas in their Investment Justification:

    - Enhancing cybersecurity; and
    - Enhancing the protection of soft targets and crowded places.

11. **How will the FY 2023 PSGP applications be submitted?**

    Applying for an award under the PSGP is a multi-step process; the registration process can take four weeks or more to complete. Therefore, applicants are encouraged to register early to ensure it does not impact the applicant's ability to meet required submission deadlines. Please refer to Section D in the FY 2023 PSGP NOFO for detailed information and instructions.

    Eligible applicants should submit their initial application at least three days prior to the final application submission through the Grants.gov portal at www.grants.gov. Applicants needing Grants.gov support should contact the Grants.gov customer support hotline at (800) 518-4726, which is available 24 hours per day, seven days per week except federal holidays.

    Eligible applicants will be notified by FEMA within one to two business days and asked to proceed with submitting their complete application package in the Non-Disaster (ND) Grants System. Applicants needing technical support

with the ND Grants System should contact ndgrants@fema.dhs.gov or (800) 865-4076, Monday through Friday from 9 a.m. – 6 p.m. Eastern Time (ET).

Completed applications must be submitted in the ND Grants system no later than 5 p.m. ET on May 18, 2023.

12. **What are the key dates associated with the FY 2023 PSGP?**

    - February 27, 2023: NOFO released.
    - May 18, 2023, 5 p.m. ET: Applications due to FEMA.

13. **What is the FY 2023 PSGP period of performance?**

    The period of performance is 36 months.

14. **What other resources are available to address programmatic, technical, and financial questions?**

    For additional program-specific information, please contact the Centralized Scheduling and Information Desk (CSID) help line at (800) 368-6498 or by e-mail at AskCSID@fema.dhs.gov, 9 a.m. – 5 p.m. ET, Monday through Friday.

    For support regarding financial grants management and budgetary technical assistance, applicants may contact the FEMA Award Administration Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE FIREWORKS, MUSIC & FOOD TRUCKS EVENT 2023, JULY 4, 2023.

May 9, 2023

Background:

The City of New Smyrna Beach will be holding the Fireworks, Music and Food Trucks event on Tuesday July 4th in Riverside Park to include Riverside Drive starting at 4pm until 9:40pm. The event location will require the closure of a section of South Riverside Drive to vehicles, between Lytle Avenue going northbound to Canal Street starting at 1pm until 12:00am. For public parking during the event; the City will suspend all designated no parking areas of North and South Riverside Drive, including those areas designated no parking areas along the north causeway west of the bridge. Food and Beverage sales will be provided by 15-20 food truck vendors; which will be located in the roadway of the closed section of S. Riverside Drive starting at Downing Street. A fireworks presentation produced by Kynex will start at 9:15pm in the river, southeast of Chicken Island concluding by 9:45pm. Musical entertainment will be provided by a live band during the event. No alcoholic beverages will be allowed at the event. Handicap parking will be available from Canal Street at Riverside Drive proceeding southbound to Downing Street. The City will be providing 4 Port-O-Lets restroom facilities for public use, while also utilizing the restrooms in the park. The Fire Department will provide fire safety inspections to all food service vendors and the fireworks provider. Security and emergency services will be provided by the City Police and Fire Departments.

Findings:

Staff recommends the approval of the Fireworks, Music & Food Trucks Event 2023, July 4, 2023.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Darryl Pierce - Admin/Contract Administrator

Attachments:

July 4th Fireworks_Music & Food Trucks 2023.pdf

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Fireworks, Music & Food Trucks

Event Date July 4, 2023

Contact Information Leisure Services

Brief Description of Event Music in Gazebo, Fireworks over River & Food Trucks along Riverside Dr.

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	4/4/23
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	4/4/23
	Planning & Dev.	386-410-2800	rmathen@cityofnsb.com	4-5-23
	Fire Department	386-402-8125	kgaines@cityofnsb.com	4-5-23
	Police Department	386-402-7790	jholloway@cityofnsb.com	4/10/23
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	4/4/2023
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	4/4/23

Conditions of Approval

All requirements and payments must be met 72 hours prior to event or event will be cancelled.

Barricade from Riverside Dr. to overpass. / 25 tables 20 cans.
Will need 3 people to work

Building Dept - Permit Required - Major Event

FD - Provide Fireworks and Cooking Vendor Inspections. Also Fire + EMS Standby.

Road Closures:

City Commission Approval Required? Yes ☒ No ☐

City Event? Yes ☒ No ☐

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION

OFFICE USE ONLY
DATE RECEIVED: 3/3/23
RECEIVED BY: KS
REVIEW DATE:

SPECIAL EVENTS:

A **Special Event** is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation.

Application for Special Events must be submitted at least thirty (30) days in advance of the requested event.

*This application is **not** a permit to conduct a special event.*

1.0 **REQUIRED INFORMATION:**

1.1 Name of Event July 4th Food Trucks, Music and Fireworks

1.2 Name of Producer and/or Promoter City of New Smyrna Beach

1.2 Type of Organization ☐ Non-Profit ☐ For-Profit ☐ Charitable ☑ Government

1.3 Contact Person Kimla Shelton

1.4 Address 210 Sams Ave

City New Smyrna Beach State FL Zip Code 32168

1.5 Work Phone 410-2890 Home Phone _____ Fax Number _____

Email Address kshelton@cityofnsb.com Website www.cityofnsb.com

2.0 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☑ Yes ☐ No

If no, please provide the proper information below:

Name: City of New Smyrna Beach Address: 210 Sams Ave

City: New Smyrna Beach State: _____ Zip Code: _____

Work Phone: _____ Fax Number: _____

3.0 **EVENT INFORMATION:**

3.1 Date(s) Requested: 7/4/2023

3.2 Location of Event: Riverside Park and Riverside Dr

3.3 Description of Event: Fireworks, Music & Food Trucks

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☑ Location of Port-o-Lets (if any) ☐ Dumpsters and/ or Trash Cans ☑ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☐ Tents ☑ Barricades/ Cones

3.5 Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

3.6 Will an admission fee be charged for the event? ☐ Yes ☑ No

Will an admission fee be charged prior to the event? ☐ Yes ☑ No

Will fees be collected on-site before/ during event? ☐ Yes ☑ No

3.7 Event time: Date: 7/4 Start: 4:00 a.m./ ☑. End: 9:40 a.m./ ☑.

Set-up: Date: 7/4 Start 1:00 a.m./ ☑. End: 12:00 a.m./ ☑.

Breakdown: Date: 7/4 Start: 9:45 a.m./ ☑. End 10:30 a.m./ ☑.

Rain date: Date: n/a Start: _____ a.m./ ☐. End _____ a.m./ ☐.

How will the general public be notified about a cancellation/ postponement of the event?

n/a Anticipated number of attendees: 2,000

3.8 Have you held this event in the City of New Smyrna Beach previously? ☑ Yes ☐ No

If yes, previous date(s): _____ Location(s): _____

Have you held this event in another City? ☐ Yes ☑ No If yes, list location _____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☑ Yes ☐ No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

3.10 Will the special event involve the use of aircraft? ☐ Yes ☑ No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ☑ No

4.0 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☑ Yes ☐ No If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Music in Riverside Park

4.2 Will you be using a sound system? ☑ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor: Band will provide sound Type of System: _____

4.4 Sound Time: Start: _____ a.m./ p.m. End: _____ a.m./ p.m.

4.5 Will there be carnival games and/or rides? ☐ Yes ☑ No If yes, please describe the types of games and/or rides _____

4.6 Name of Contractor: _____

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company: _____ Policy Number: _____

5.0 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☑ Yes ☐ No If yes, complete below.

5.2 Type of effects: ☑ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air devices ☐ Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passers by. ☐ Other

5.3 Effect time: Date: 7/4 Start: 9:15 ☐ a./☑ End: 9:45 ☐ p./☑

5.4 Location of Special Effects: In river, southeast of Chicken Island

5.5 Effects Producer/ Company Name: Kynex

5.6 Address: _____

5.7 Phone Number: _____ Fax Number _____

5.8 Proof of insurance is required for all special events.

Insurance Company: _____ Policy Number: _____

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

6.0 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ☑ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date: _____ Start: _____ a.m./ p.m. End: _____ a.m./ p.m.

6.5 Breakdown: Date: _____ Start: _____ a.m./ p.m End: _____ a.m./ p.m.

6.6 Rain Date: Date: _____ Start: _____ a.m./ p.m End: _____ a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7.0 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ☑ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? _____

7.3 Type of vending (including number of each): (1 – 49) Vendors = $150 (50+) Vendors = $250

☐ Clothing _____ ☑ Food/ Beverage Food Trucks ☐ Jewelry _____

☐ Other (describe) _____

8.0 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ☐ Yes ☑ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

_____

_____

9.0 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

☐ Yes ☑ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: _____

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ☐ For-Profit ☐ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10.0 **PROMOTION:**

10.1 At what level will the event be promoted? ☑ Local ☐ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☐ Newspaper ☑ Radio ☐ Television ☑ Internet ☐ Direct Mail ☐ Billboard ☐ Other _____

10.3 Telephone number to be released for public information: _____

11.0 **SIGNS:**

11.1 Will you be using signs at your event? ☑ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? 2 Roadside Banners

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12.0 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☑ Yes ☐ No If yes, complete below.

☐ Stages ☐ Tents ☐ Scaffolding ☐ Booths ☐ Fences ☑ Barricades ☑ Cones ☑ Other picnic tables & trash cans

12.2 How many tents exceeding 120 square feet or greater? None

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan. _____

_____

12.4 List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

_____

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13.0 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☑ Yes ☐ No

13.2 Will there be any road closures? ☑ Yes ☐ No Road Name: Riverside Dr From Canal to Lytle

(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ☑ Yes ☐ No

13.5 Will the event have on-site parking? ☑ Yes ☐ No

13.6 Will the event require off-site parking? ☐ Yes ☑ No

13.7 Will a shuttle be used to transport people to the off-site parking area?

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14.0 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participants.

14.2 How many Port-O-Lets will be on-site? 4 regulars plus bathrooms in the park

14.3 The location of the Port-O-Lets must be included on the site plan.
RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio.

15.0 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City's Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well.

15.4 Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

16.0 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? Police and Fire

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures. There will be a minimum requirement of five (5) business days to evaluate the event requirements.

NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

17.0 **CONFIRMATION:**

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Signature: Kimla Shelton

Printed Name: Kimla Shelton

Date: 3/31/23 Title of Applicant: Leisure Services Affiliation: Employee

Event Contact Information:

Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time. (Please Print)

Contact Name	Contact on-site phone number	Time Period

****

THE ***BANNER FORM*** AND ***FACILITY USAGE FORM*** ARE ATTACHED FOR YOUR CONVENIENCE. IF YOU NEED TO UTILIZE A FACILITY OR REQUEST BANNER SPACE RESERVATION, IT IS ***YOUR RESPONSIBILITY TO TURN THESE FORMS INTO THE PARKS & RECREATION DEPARTMENT*** SEPARATELY FROM THIS APPLICATION.

New Smyrna Beach Fire - Rescue

Office of the Fire Chief

238 Industrial Park Drive, New Smyrna Beach, Fl 32168
Phone: 386-402-8125 Fax: 386-424-2166

Special Events Comments

Event Name/Date: July 4th Fireworks and Food Trucks

1. During all special events the fire department shall require adherence to all applicable Florida Fire Prevention Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to the event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages, and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure the Volusia County Sheriffs Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 423-3888 and provide notification as soon as the roads have been re-opened
5. Anytime the transportation shuttles are required, or any other event with unique characteristics that may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

FD- To provide Fire work and Cooking vendor inspections.
FD- To provide Fire + Ems Stand by.

Kimla Shelton / 1/19/21

Applicant Print and Sign Date

4-5-23

Fire Chief/Designee Date

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

COMMUNITY ENHANCEMENT ENGAGEMENT COMMITTEE: CONSIDER THE APPOINTMENT OF ONE (1) CITIZEN TO SERVE A THREE-YEAR TERM, EXPIRING ON SEPTEMBER 1, 2025, AS A REGULAR MEMBER.

May 9, 2023

Background:
The Community Enhancement Engagement Committee is a newly established meeting body. There is one vacancy remaining.

Purpose: The Committee shall serve to strengthen neighborhood identity and resiliency, review the value of community events to ensure resilient outcomes for the community as well as the relevancy, entertainment and cultural values of community programs, facilitate communication and cooperation between neighborhoods and City offices, recommend mentoring and volunteer opportunities and suggest ideas to promote and get the best use out of City Resources such as the Golf Course, Sports Complex, Skate Parks and Parks.

Qualifications: City of New Smyrna Beach residents who have demonstrated the expertise, training, education or experience in a sports, marketing or business management related field.

Meetings: Every other month on the third Wednesday of each month at 4:00 pm in the City Commission Chambers.

Findings:
A current roster is attached. The City Commission appointed the following citizens to serve in the following capacities:

- Jennifer Devine (at-large citizen with leadership expertise in community and civic engagement)
- Noa Dodge (student)
- Stephanie Ford (Southeast Volusia Chamber of Commerce Member)
- Elizabeth Jones (Canal Street Historic District Member)
- Jeanne Miller (Zone 2 citizen)

- Susan Sigler (at-large citizen with leadership expertise in community and civic engagement)
- Michael Sokota (student)
- Richard Stephens (FABA Member)
- Julie Strickland (Zone 1 citizen)
- Jonathan Thompson (Zone 3 citizen)
- Vacant (Zone 4 Citizen)

On March 23rd, the City Clerk's Office received a notification from Nichol Fisher, who was originally appointed to fill the Zone 4 citizen seat. Ms. Fisher shared that she would be moving out of New Smyrna Beach this summer and resigned from the Committee.

The City Clerk's Office received two applications from citizens who have expressed the interest and desire to serve as a member on the Community Engagement and Enhancement Committee. The applicants are:

- Aaron Denys, 431 Luna Bella Lane #209
- Susanne Jones, 2688 Sicily Drive

Both applicants meet the vacancy requirements, as they reside in Zone 4.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

CEEC Roster.pdf
Aaron Denys Application.pdf
Susanne Jones Application.pdf

City of New Smyrna Beach, FL

Community Engagement and Enhancement Committee

Board Roster

Jennifer Beth Devine

1st Term Nov 23, 2022 - Sep 01, 2025

Appointing Authority City Commission

Category At-Large Community & Civic Leader

Noa Dodge

1st Term Nov 23, 2022 - Sep 01, 2025

Appointing Authority City Commission

Category Student

Stephanie R Ford

1st Term Jan 25, 2023 - Sep 01, 2025

Appointing Authority City Commission

Category SEV Chamber of Commerce Member

Elizabeth Jones

1st Term Jan 25, 2023 - Sep 01, 2025

Appointing Authority City Commission

Category Canal Street Historic District Member

Jeanne Miller

1st Term Aug 10, 2022 - Sep 01, 2025

Appointing Authority City Commission

Category Zone 2 Citizen

Susan Sigler

1st Term Nov 23, 2022 - Sep 01, 2025

Appointing Authority City Commission

Category At-Large Community & Civic Leader

Michael Sokota

1st Term Jan 25, 2023 - Sep 01, 2025

Appointing Authority City Commission
Category Student

Richard Stephens

1st Term Jan 25, 2023 - Sep 01, 2025

Appointing Authority City Commission
Category FABA Member

Julie Strickland

1st Term Mar 14, 2023 - Sep 01, 2025

Appointing Authority City Commission
Category Zone 1 Citizen

Jonathan Thompson

1st Term Aug 10, 2022 - Sep 01, 2025

Appointing Authority City Commission
Category Zone 3 Citizen

Vacancy

Category Zone 4 Citizen

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
	Aaron	C	Denys

Email Address: aaron.denys@icloud.com

Home Address: 431 Luna Bella Lane #209

Suite or Apt:

City: New Smyrna Beach

State: FL

Postal Code: 32168

Primary Phone: Home: (386) 847-9311

Alternate Phone:

Which Boards would you like to apply for?

Community Engagement and Enhancement Committee: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 months

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

NA / Home Schooled

College(s)

Daytona State College

Degrees held

Bachelor in Supervision and Management

Upload a Resume

Work Experience

Berlin & Denys Insurance
Employer

Marketing Manager
Job Title

Please describe your work experience, if any.

Through my family's business, I manage our advertising and public events. I am familiar with Facebook, Instagram, and Google Ads. I have overseen the development of TV ads, magazine ads, and other ads that our business has done. I am skilled in constant contact and have launched several email campaigns using it. I am proficient in Office 365 as well. I have attended dozens of local events as a vendor.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

I am a member of the Southeast Volusia Kiwanis Club. I am an ambassador with the Southeast Volusia Chamber of Commerce. I have attended events hosted by the city of NSB as a vendor, as well as events by the POCT, and the city of Edgewater. Plus many others.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am interested in learning more about how our city government works. Based on my work experience, I believe that this board is well suited for me. While I have only been an official resident of NSB for 3 months, my family has resided here for over 30 years. I have worked in NSB for over 5 years. To be frank, I feel at home in New Smyrna. It's always been my intention to live here in this town, and now that I am a resident I would like to try to make a positive impact on my community.

References

Name of Reference #1

Jay Toth

Address of Reference #1

807 E 17th Ave

Telephone Number of Reference #1

386 424-0131

Email address of reference #1

Nature of your relationship (business/personal).

Family Friend

Name of Reference #2

Kaye Walker

Address of Reference #2

2428 S Glencoe Road

Telephone Number of Reference #2

(386) 846-8755

Email Address of Reference #2

Nature of your relationship (business/personal).

Met at community events

Name of Reference #3

Fred Baker

Address of Reference #3

1226 Lane Ave

Telephone Number of Reference #3

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(386) 689-8123

Email address of Reference #3

Nature of your relationship (business/personal).

Met through the Kiwanis Club

Boards & Commissions Application

Profile

Prefix	First Name	Middle Initial	Last Name
Ms	Susanne	M	Jones

Email Address: susanne_jns@yahoo.com

Home Address: 2688 Sicily Dr

Suite or Apt:

City: New Smyrna Beach

State: FL

Postal Code: 32168

Primary Phone: Home: (386) 314-6047

Alternate Phone:

Which Boards would you like to apply for?

Community Engagement and Enhancement Committee: Submitted

Are you registered to vote in the City of New Smyrna Beach?

- (●) Yes
- ( ) No

What zone do you live in? *

- [x] Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

15 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

- ( ) Yes
- (●) No

If yes, please provide amplifying information.

Educational Background

High School

yes

College(s)

yes

Degrees held

Registered Nurse, Masters in Health Care Administration

Upload a Resume

Work Experience

Employer	Job Title
Retired	Supervisor for United Health Care, Charge Nurse=US Navy, Director of Nursing Services,

Please describe your work experience, if any.

I have several years of nursing positions in management and in patient care that are too numerous to mention. I am presently the Parish Nurse at Our Lady Star of The Sea. I hold an active RN license in Florida.

Community Involvement

Are you currently serving on another Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community groups or events you have been involved with:

I belong to the Faith Community Nurse group in NSB. I belong to 2 book clubs at Coronado Methodist Church. Volunteer for construction at Habitat for Humanity for 10 years.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I want to be involved to be a patriotic citizen. I take volunteering seriously. I have been retired for 5 years and think I have the time and knowledge to be of value.

References

Name of Reference #1

Regis Sloan

Address of Reference #1

40 Fairgreen Circle , NSB 32168

Telephone Number of Reference #1

3864097496

Email address of reference #1

regis_sloan@yahoo.com

Nature of your relationship (business/personal).

friend

Name of Reference #2

Mary Beth Traynor

Address of Reference #2

4708 Van Kleek, NSB 32169

Telephone Number of Reference #2

4077315342

Email Address of Reference #2

mbkrolik@gmail.com

Nature of your relationship (business/personal).

friend

Name of Reference #3

Susan Bruce

Address of Reference #3

228 Live Oak Lane, NSB, Fl 32168

Telephone Number of Reference #3

40777667868

Email address of Reference #3

sllbroadway@gmail.com

Nature of your relationship (business/personal).

friend

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CITY CLERK'S REPORT

May 9, 2023

Background:
The City Clerk's Office would like to share the following information:

Upcoming Events

- Tuesday, May 9, 2023 at 6:00 pm: Police Chief Swearing in Ceremony
- Tuesday, May 9, 2023 at 6:30 pm: City Commission Regular Meeting
- Wednesday, May 10, 2023 @ 8:30 am: SEV Chamber Membership Breakfast
- Wednesday, May 10, 2023 @ 5:00 pm: Public Meeting: Proposed land development regulation changes for properties located within existing National Registered Historic Districts, Brannon Center
- Thursday, May 11, 2023 @ 9:30 am: Closed/Shade Meeting, Commission Chamber
- Thursday, May 11, 2023 @ 11:30 am: Employee Appreciation Day, Brannon Center
- Tuesday, May 16, 2023 @ 9:00 am: New PD Recruit Swearing-In Ceremony, Brannon Center
- Wednesday, May 17, 2023 @ 9:00 am: State of the Hospital Address, Brannon Center
- Thursday, May 18, 2023 @ 3:30 pm: 2nd Annual SEV Afternoon Tea, Live Oak Cultural Arts Center
- Tuesday, May 23, 2023 @ 5:15 pm: City Commission Budget Workshop
- Tuesday, May 23, 2023 @ 6:20 pm: CRA Meeting
- Tuesday, May 23, 2023 @ 6:30 pm: City Commission Regular Meeting

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk