

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • OCTOBER 24, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. RECESS THE CC MTG & CONVENE AS THE CRA**3. CRA AGENDA ITEM**

- 1. Resolution 2017-R-64 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding the US1 Landscaping Contract to RJ Landscaping Contractors, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents; Providing for Severability; and Providing for an Effective Date.

(Requested by Beth Wrenn, Public Works)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG**5. PUBLIC COMMENTS****6. APPROVAL OF MINUTES**

- 1. Minutes - October 10, 2017 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 4)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

- 1. Resolution Resolution 2017-R-65 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Tetra Tech, Inc., for Disaster Cost Recovery and Related Grant and Project Management Services Under Volusia County RFP 17-SQ-43BB; Providing for Severability; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)

- 2. Resolution Resolution 2017-R-66 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of FY2017-2018 Police Vehicles as Outlined in the Fleet Replacement Schedule and Authorizing the City Manager to Execute the Purchase from Bartow Ford; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)

3. Resolution Resolution 2017-R-67 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Joint Project Agreement (JPA) Between the County of Volusia and the City of Holly Hill to Approve the JPA for Relocation of the City's Utility Lines Within the County's Right-Of-Way, Grant the County an Easement for Their Drainage Line Within City Property, in Collaboration with the County's Drainage Improvements Work in the Rio Way Area; Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

4. Group Medical Insurance for Eligible Employees - January 1, 2018 through December 31, 2018

(Requested by Valerie Manning, City Clerk)

8. REGULAR AGENDA

1. Resolution Resolution 2017-R-68 A Resolution of the City of Holly Hill, Florida, Awarding the US1 Landscaping Contract to RJ Landscaping Contractors, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents; Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

2. Request for a 90% Lien Reduction on Property Located at 1221 Jarecki Avenue

(Requested by Joseph Forte, City Manager)

9. PUBLIC HEARINGS

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

1. Ordinance Ordinance 2996 An Ordinance of the City of Holly Hill, Florida, Repealing Ordinance 2988, Which Established a Twelve Month Moratorium on the Growing, Processing, Manufacturing, Distributing, Dispensing and Selling of Medical Marijuana Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Resolution Resolution 2017-R-69 A Resolution of the City of Holly Hill, Florida, Approving the Vacation of Two Sections of Unopened Right-Of-Way in the Rio Vista Subdivision; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Thomas Harowski,)

10. COMMUNICATIONS

A. City Manager & Staff Comments

a. Emergency Replacement of WWTP Equalization Pump #1

(Requested by Mark Juliano, Public Works)

B. City Attorney Comments

C. Mayor's Comments

D. City Commission Comments

11. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
CRA Resolution**

MEETING DATE: October 24, 2017
FROM: Beth Wrenn
SUBJECT: Resolution 2017-R-64 A Resolution of the Community
Redevelopment Agency (CRA) of the City of Holly Hill,
Florida, Awarding the US1 Landscaping Contract to RJ
Landscaping Contractors, Inc., and Authorizing the City
Manager to Execute the Appropriate Contract Documents;
Providing for Severability; and Providing for an Effective
Date.
NUMBER: (ID # 1821)
APPLICANT:
PLANNER:

DISCUSSION:

On September 19, 2017, a mandatory pre-bid meeting was held in City Hall for the US1 Landscaping Project. Six (6) bidders were in attendance and all of them pre-qualified by FDOT to perform the work.

On October 4, 2017, sealed bids were opened and publicly read aloud. All six bidders submitted proposals for consideration. Of the bids received, RJ Landscaping Contractors Inc., of Port Orange submitted the lowest base bid in the amount of \$839,700.00.

RJ Landscaping Contractors, Inc., has successfully completed similar projects locally and has the experience and resources necessary to complete our project. The bid tabulation and a Letter of Recommendation from the Project Engineer, as well as, the plans and specifications are attached for your review.

FISCAL ANALYSIS:

FDOT has awarded the City of Holly Hill a Grant to complete this project in the amount of \$860,233.00. RJ Landscaping's bid is well within the established budget.

STAFF RECOMMENDATION:

Upon receiving Concurrence and Notice to Proceed from the Florida Department of Transportation, approve the attached agreement, award the US1 Landscaping Contract to the lowest responsive bidder, RJ Landscaping Contractors, Inc., and authorize the City Manager to execute the appropriate contract documents.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2017-R-64, AND UPON RECEIVING CONCURRENCE AND NOTICE TO PROCEED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), APPROVE THE ATTACHED AGREEMENT, AWARD THE US1 LANDSCAPING CONTRACT TO THE LOWEST RESPONSIVE BIDDER, RJ LANDSCAPING CONTRACTORS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS.

ATTACHMENTS:

- Award Recommendation (PDF)
- Bid Tabulation (PDF)
- HH117.1 US1 Median LS_BID SET PLANS 08-21-2017 (PDF)
- HH117.1_US1 Median Landscape Specifications_08.21.17 (PDF)
- Addendum 1 (PDF)
- Addendum 2 (PDF)
- Addendum_3 (PDF)

CRA Resolution No. (ID # 1821)

RESOLUTION 2017-R-64 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE US1 LANDSCAPING CONTRACT TO RJ LANDSCAPING CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-64

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE US1 LANDSCAPING CONTRACT TO RJ LANDSCAPING CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency (CRA) of the City of Holly Hill has applied for and received a grant from the Florida Department of Transportation (FDOT) for the US1 Landscaping Project to improve the medians along US1 within the City limits of Holly Hill; and

WHEREAS, On September 19, 2017, the City held a mandatory pre-bid meeting in City Hall for the US1 Landscaping Project. Six (6) bidders were in attendance and all of them pre-qualified by FDOT to perform the work; and

WHEREAS, On October 4, 2017, sealed bids were opened and publicly read aloud. All six bidders submitted proposals for consideration. Of the bids received, RJ Landscaping Contractors, Inc., of Port Orange submitted the lowest base bid in the amount of \$839,700.00; and

WHEREAS, RJ Landscaping Contractors, Inc., has successfully completed similar projects locally and has the experience and resources necessary to complete our project; and

WHEREAS, the City now wishes to contract with RJ Landscaping Contractors, Inc., for the construction of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY

REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the Community Redevelopment Agency (CRA) of the City of Holly Hill does hereby award the contract US1 Landscaping Project to RJ Landscaping Contractors, Inc.

SECTION 2. Upon Concurrence and Notice to Proceed issued from the Florida Department of Transportation (FDOT), that the City Manager of the City of Holly Hill is hereby authorized to execute the contract for the US1 Landscaping Project to RJ Landscaping Contractors, Inc., for a cost not to exceed \$839,700.00.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2017.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

October 6, 2017

Mark Juliano
Public Works Director
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: mjuliano@hollyhillfl.org
Hard Copy Mailed Only on Request

**CITY OF HOLLY HILL
US1 MEDIAN LANDSCAPING
FM# 439690-1-58-01 / BID # 16CRA1
RECOMMENDATION OF AWARD**

Dear Mark,

As you are aware, the City received six (6) bids for this project on October 4, 2017. All six (6) bidders were in attendance at the September 19, 2017 mandatory pre-bid and all are FDOT prequalified. Therefore, all six (6) bidders were eligible to bid this project.

RJ Landscape Contractors, Inc. of Port Orange submitted the lowest base bid of \$839,700.00 as represented in the attached bid tabulation. Their total bid price is less than the current project budget/FDOT grant amount of \$860,233.00.

RJ Landscape's bid was found complete. Both the City and our firm are very familiar with RJ Landscape Contractors, Inc. RJ Landscape has successfully completed many past projects for many of our other clients. We believe RJ Landscape has the necessary resources and experience to successfully complete this project. Therefore, we recommend award of Bid #16CRA1 to RJ Landscape Contractors, Inc. in the amount of \$839,700.00. The City should request concurrence of the bid award and request a Notice to Proceed from FDOT.

Please contact our office if you have any questions or need additional information.

Sincerely,

David A. King, P.E.
Vice President/Business Unit Leader

DAK:bf
Enclosure: Bid Tabulation

CITY OF HOLLY HILL
U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
FM# 439690-1-58-01 BID# 16CRA1
BID TABULATION

				RJ LANDSCAPE CONTRACTORS, INC. Port Orange, FL		GREEN CONSTRUCTION TECHNOLOGIES, INC. Wilton Manors, FL`		C&L LANDSCAPE, INC. Jacksonville, FL		VERDEGO Bunnell, FL		ARAZOZA BROTHERS CORPORATION Homestead, FL		SUPERIOR LANDSCAPING & LAWN SERVICE, INC. Miami, FL	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A.	LANDSCAPING														
1	Mobilization	1	LS	\$ 17,900.00	\$17,900.00	\$ 25,000.00	\$ 25,000.00	\$ 96,000.00	\$ 96,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 56,439.90	\$ 56,439.90
2	Maintenance of Traffic	1	LS	\$ 45,000.00	\$45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 78,000.00	\$ 78,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,050.00	\$ 28,050.00
3	Clearing and Grubbing	1	LS	\$ 19,000.00	\$19,000.00	\$ 87,288.00	\$ 87,288.00	\$ 50,000.00	\$ 50,000.00	\$ 121,000.00	\$ 121,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,406.00	\$ 10,406.00
4	Median #1 Landscaping	1	LS	\$ 47,000.00	\$47,000.00	\$ 47,435.00	\$ 47,435.00	\$ 46,248.00	\$ 46,248.00	\$ 48,739.86	\$ 48,739.86	\$ 62,845.00	\$ 62,845.00	\$ 81,077.32	\$ 81,077.32
5	Median #2 Landscaping	1	LS	\$ 46,000.00	\$46,000.00	\$ 51,260.00	\$ 51,260.00	\$ 46,248.00	\$ 46,248.00	\$ 48,503.55	\$ 48,503.55	\$ 65,335.00	\$ 65,335.00	\$ 82,395.44	\$ 82,395.44
6	Median #3 Landscaping	1	LS	\$ 97,000.00	\$97,000.00	\$ 97,042.00	\$ 97,042.00	\$ 46,248.00	\$ 46,248.00	\$ 95,872.60	\$ 95,872.60	\$ 128,230.00	\$ 128,230.00	\$ 163,432.60	\$ 163,432.60
7	Median #4 Landscaping	1	LS	\$ 26,000.00	\$26,000.00	\$ 28,654.00	\$ 28,654.00	\$ 46,248.00	\$ 46,248.00	\$ 29,179.12	\$ 29,179.12	\$ 38,150.00	\$ 38,150.00	\$ 47,075.95	\$ 47,075.95
8	Median #5 Landscaping	1	LS	\$ 61,000.00	\$61,000.00	\$ 63,844.00	\$ 63,844.00	\$ 46,248.00	\$ 46,248.00	\$ 62,953.33	\$ 62,953.33	\$ 81,150.00	\$ 81,150.00	\$ 105,416.85	\$ 105,416.85
9	Median #6 Landscaping	1	LS	\$ 38,000.00	\$38,000.00	\$ 41,119.00	\$ 41,119.00	\$ 46,248.00	\$ 46,248.00	\$ 40,757.50	\$ 40,757.50	\$ 52,650.00	\$ 52,650.00	\$ 66,082.06	\$ 66,082.06
10	Median #7 Landscaping	1	LS	\$ 36,000.00	\$36,000.00	\$ 36,523.00	\$ 36,523.00	\$ 46,248.00	\$ 46,248.00	\$ 37,746.75	\$ 37,746.75	\$ 49,265.00	\$ 49,265.00	\$ 61,829.21	\$ 61,829.21
11	Median #8 Landscaping	1	LS	\$ 14,000.00	\$14,000.00	\$ 19,311.00	\$ 19,311.00	\$ 46,248.00	\$ 46,248.00	\$ 17,191.30	\$ 17,191.30	\$ 22,075.00	\$ 22,075.00	\$ 26,946.83	\$ 26,946.83
12	Median #9 Landscaping	1	LS	\$ 12,000.00	\$12,000.00	\$ 15,453.00	\$ 15,453.00	\$ 46,248.00	\$ 46,248.00	\$ 14,570.86	\$ 14,570.86	\$ 20,075.00	\$ 20,075.00	\$ 24,057.07	\$ 24,057.07
13	Median #10 Landscaping	1	LS	\$ 13,000.00	\$13,000.00	\$ 17,661.00	\$ 17,661.00	\$ 46,248.00	\$ 46,248.00	\$ 16,435.57	\$ 16,435.57	\$ 21,180.00	\$ 21,180.00	\$ 25,647.15	\$ 25,647.15
14	Median #11 Landscaping	1	LS	\$ 47,000.00	\$47,000.00	\$ 47,711.00	\$ 47,711.00	\$ 46,248.00	\$ 46,248.00	\$ 48,916.55	\$ 48,916.55	\$ 62,945.00	\$ 62,945.00	\$ 79,819.26	\$ 79,819.26
15	Median #12 Landscaping	1	LS	\$ 46,000.00	\$46,000.00	\$ 44,880.00	\$ 44,880.00	\$ 46,248.00	\$ 46,248.00	\$ 47,073.59	\$ 47,073.59	\$ 61,810.00	\$ 61,810.00	\$ 77,474.24	\$ 77,474.24
16	Median #13 Landscaping	1	LS	\$ 54,000.00	\$54,000.00	\$ 55,817.00	\$ 55,817.00	\$ 46,248.00	\$ 46,248.00	\$ 56,303.22	\$ 56,303.22	\$ 75,850.00	\$ 75,850.00	\$ 94,110.16	\$ 94,110.16
17	Median #14 Landscaping	1	LS	\$ 11,000.00	\$11,000.00	\$ 9,148.00	\$ 9,148.00	\$ 46,248.00	\$ 46,248.00	\$ 13,287.38	\$ 13,287.38	\$ 15,755.00	\$ 15,755.00	\$ 18,697.26	\$ 18,697.26
18	Median #15 Landscaping	1	LS	\$ 84,000.00	\$84,000.00	\$ 87,259.00	\$ 87,259.00	\$ 46,248.00	\$ 46,248.00	\$ 86,332.51	\$ 86,332.51	\$ 119,085.00	\$ 119,085.00	\$ 146,395.51	\$ 146,395.51
19	Median #16 Landscaping	1	LS	\$ 62,000.00	\$62,000.00	\$ 63,554.00	\$ 63,554.00	\$ 46,248.00	\$ 46,248.00	\$ 62,119.14	\$ 62,119.14	\$ 83,815.00	\$ 83,815.00	\$ 106,140.29	\$ 106,140.29
20	Median #17 Landscaping	1	LS	\$ 24,000.00	\$24,000.00	\$ 32,363.00	\$ 32,363.00	\$ 46,248.00	\$ 46,248.00	\$ 27,163.72	\$ 27,163.72	\$ 42,150.00	\$ 42,150.00	\$ 50,443.32	\$ 50,443.32
	Sub-Total (FDOT JPA Funded)				\$799,900.00		\$921,322.00		\$944,716.00		\$962,146.55		\$1,122,365.00		\$1,351,936.42
B.	CITY ENTRY SIGNS - Furnish and install entry sign per requirements in bid documents, including electrical, electrical														
1	City Entry Sign, Complete	2	EA	\$ 19,900.00	\$39,800.00	\$ 10,000.00	\$ 20,000.00	\$ 12,500.00	\$ 25,000.00	\$ 21,250.00	\$ 42,500.00	\$ 25,500.00	\$ 51,000.00	\$ 48,725.00	\$ 97,450.00
	Sub-Total (City Funded)														
	TOTAL BASE BID (A+B)				\$839,700.00		\$ 941,322.00		\$ 969,716.00		\$ 1,004,646.55		\$ 1,173,365.00		\$1,449,386.42
C.	ADDITIVE ALTERNATE - Unit pricing is requested and may be utilized to award additional work to replace existing tree														
1	Crepe Myrtle	1	EA	\$ 650.00	\$ 650.00	\$ 975.00	\$ 975.00	\$ 900.00	\$ 900.00	\$ 775.00	\$ 775.00	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00
2	Medjool Palm	1	EA	\$ 4,600.00	\$ 4,600.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,850.00	\$ 4,850.00	\$ 5,500.00	\$ 5,500.00	\$ 7,750.00	\$ 7,750.00

COMPONENTS OF CONTRACT PLANS SET

LANDSCAPE PLANTING PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY MEDIAN PLANS

SHEET No.	SHEET DESCRIPTION
LA-0	COMPONENT COVER SHEET
LA-1	LANDSCAPE PLANTING PLAN
LA-2	LANDSCAPE PLANTING PLAN
LA-3	LANDSCAPE PLANTING PLAN
LA-4	LANDSCAPE PLANTING PLAN
LA-5	LANDSCAPE PLANTING PLAN
LA-6	LANDSCAPE PLANTING PLAN
LA-7	LANDSCAPE PLANTING PLAN
LA-8	LANDSCAPE PLANTING PLAN
LA-9	LANDSCAPE PLANTING PLAN
LA-10	LANDSCAPE PLANTING PLAN
LA-11	LANDSCAPE PLANTING PLAN
LA-12	LANDSCAPE PLANTING PLAN
LA-13	GENERAL CONSTRUCTION NOTES, PLANT LIST
LA-14	LANDSCAPE AND IRRIGATION DETAILS
LA-15	LANDSCAPE AND IRRIGATION MAINTENANCE

THE SPEED LIMIT IS 35 MPH AND 40 MPH NORTH OF 15TH STREET.

FDOT JANUARY, 2017 Design Standards

SIGHT DISTANCE (d) AND RELATED DISTANCES (dL, dr) (FEET)

PROJECT DESIGN SPEED 40

CHANNELIZED DIRECTIONAL MEDIAN OPENINGS

d 525

40 MPH DESIGN SPEED
TWO (2) LANES CROSSED

dL 375

da 355

dr 115

dm 430

TREE SPACING TABLE

40 mph Speed

<4 <11 35 Feet
>11 ≤18 120 Feet

PROJECT LANDSCAPE NOTES:

THIS PROJECT DOES NOT IMPACT ANY WETLAND OR DRAINAGE FEATURES.

ALL EXISTING VEGETATION SHOWN TO BE REMOVED (HOLLY TREES, SELECT CREPE MYRTLE TREES, SHRUBS AND GROUND COVERS) ARE TO BE REMOVED AND PROPERLY DISPOSED.. NO DISTURBED SOIL MATERIAL LEAVES THE PROJECT SITE.

ALL PROPOSED LANDSCAPE PLANTING SHALL NOT BLOCK ANY EXISTING F.D.O.T. ROADWAY SIGN.

THE EXISTING IRRIGATION SYSTEM IS TO REMAIN. AMEND THE SYSTEM WITH FLOOD BUBBLERS AT ALL PALMS AND UNDERSTORY TREES. IN ADDITION, NEW IRRIGATION CONTROLLERS WITH WITH RAIN SENSORS SHALL BE INSTALLED. MAINTAIN 100% IRRIGATION COVERAGE WITH A MINIMUM 40% OVERLAP OF ALL LANDSCAPE AREAS. CONTRACTOR IS TO ENSURE THAT THE SPRAY PATTERNS DO NOT ENCROACH ONTO THE ADJACENT TRAFFIC LANES. CORRECT ANY OVERSPRAY COMING FROM THE MEDIANS. THERE ARE NO NECESSARY DETAILS OR NEW SLEEVING REQUIRED

THE CITY WILL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

THIS PROJECT MUST BE COORDINATED WITH THE AIRPORT MANAGERS OF THE DAYTONA BEACH INTERNATIONAL AIRPORT AND THE ORMOND BEACH MUNICIPAL AIRPORT BE INFORMED OF ALL STAGES TO ENSURE ALL SAFETY ISSUES, REGARDING AIRPORT ACTIVITY ARE BEING REVIEWED. THESE ISSUES MAY INCLUDE SMOKE GENERATED BY EQUIPMENT, TALL STRUCTURES SUCH AS CRANE AND LIGHT POLES, SHIELDING OF LIGHTING DURING NIGHTTIME OPERATIONS, AND THE STOCKPILING OF MATERIAL ATTRACTING WILDLIFE.

EXISTING DRAINAGE NOTES:

ALL EXISTING DRAINAGE PATTERNS AND CONVEYANCE SHALL BE MAINTAINED.

CAPACITY OF CONVEYANCE DRAINAGE SYSTEM SHALL BE MAINTAINED DURING AND POST CONSTRUCTION LANDSCAPE IMPROVEMENTS. THEY ARE TO BE INSPECTED AND MAINTAINED ON A REGULAR BASIS. BY THE CONTRACTOR INACCORDANCE WITH SJRWMD, DEP, NPDES, AND BEST MANAGEMENT PRACTICES (BMP'S) STANDARDS AND REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.

ALL EXISTING DRAINAGE STRUCTURES SHALL REMAIN WITHIN UNLESS NOTED TO BE REMOVED.

THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ACQUIRE A NPDES CONSTRUCTION PERMIT FROM FDEP DUE TO DISTURBANCE OF MORE THAN ONE (1) ACRE..

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS HEREIN, FY 2017/2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS. REFER TO PPM VOLUME 2, CHAPTER 3, EXHIBIT KS-1.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:

<http://www.dot.state.fl.us/rddesign/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE:

<http://www.dot.state.fl.us/specificationsoffice/>

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

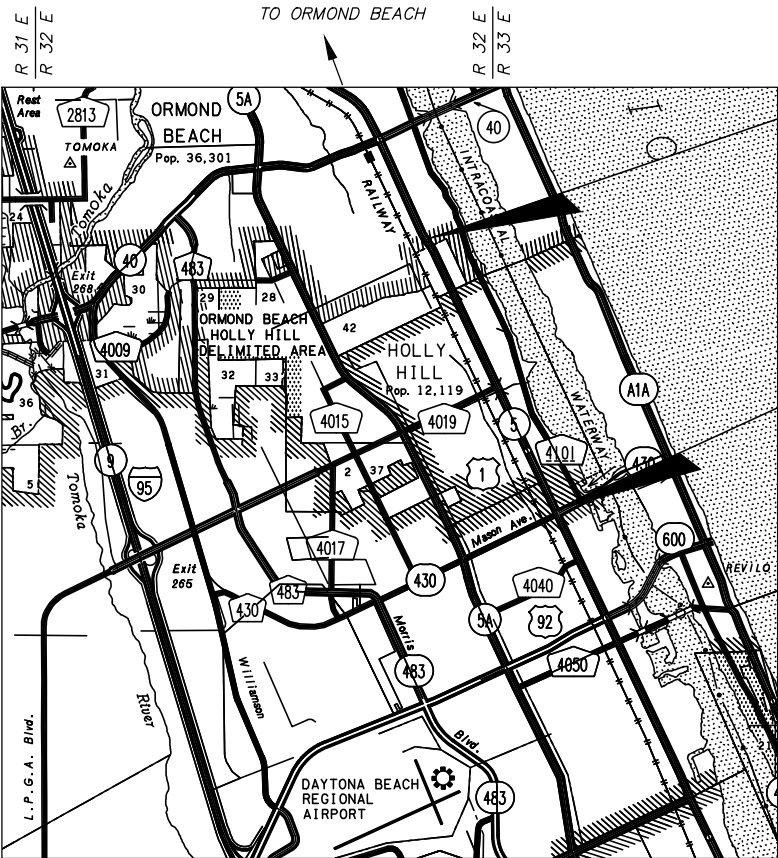
FINANCIAL PROJECT ID. No.

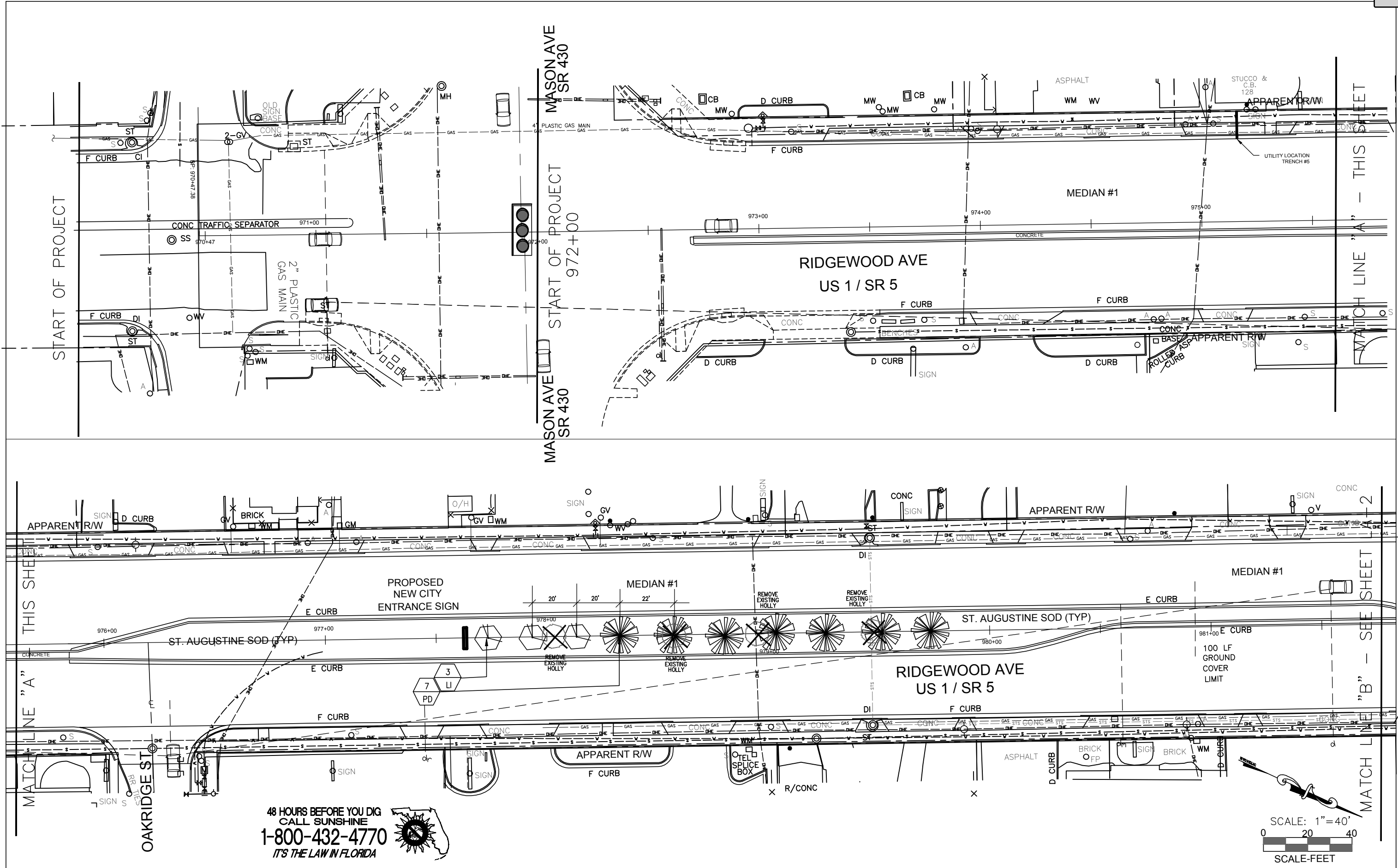
No. 439690-1-58-01

BID No. 16CRA1

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

US1-SR5 MEDIAN LANDSCAPING
SR 430 (MASON AVENUE) TO CALLE GRANDE STREET





DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	J.S.	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

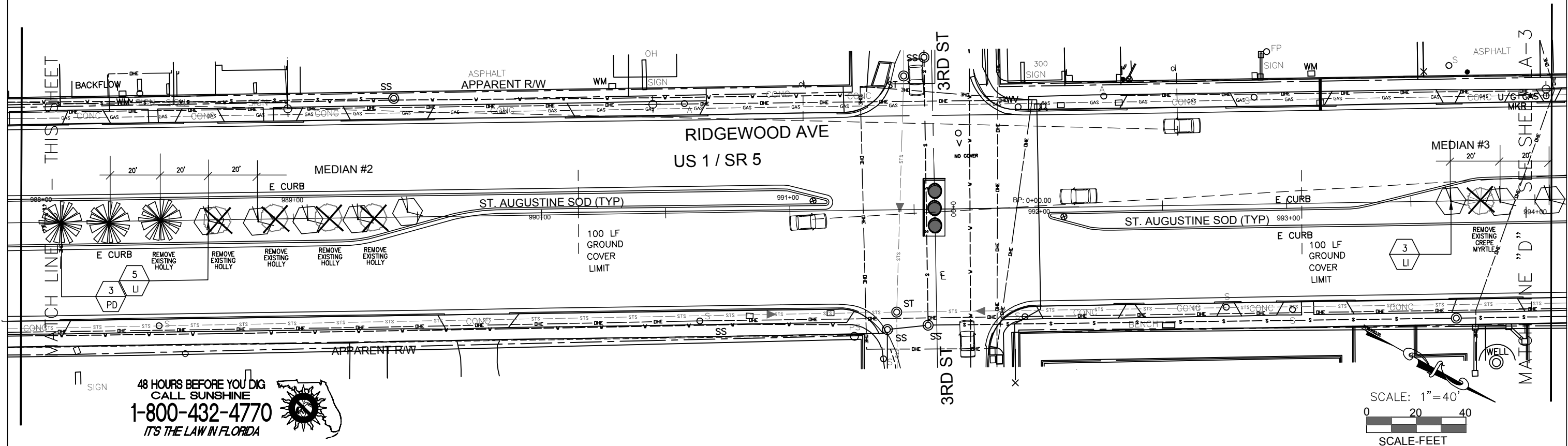
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 972+00
(P.O.B.) TO 981+50

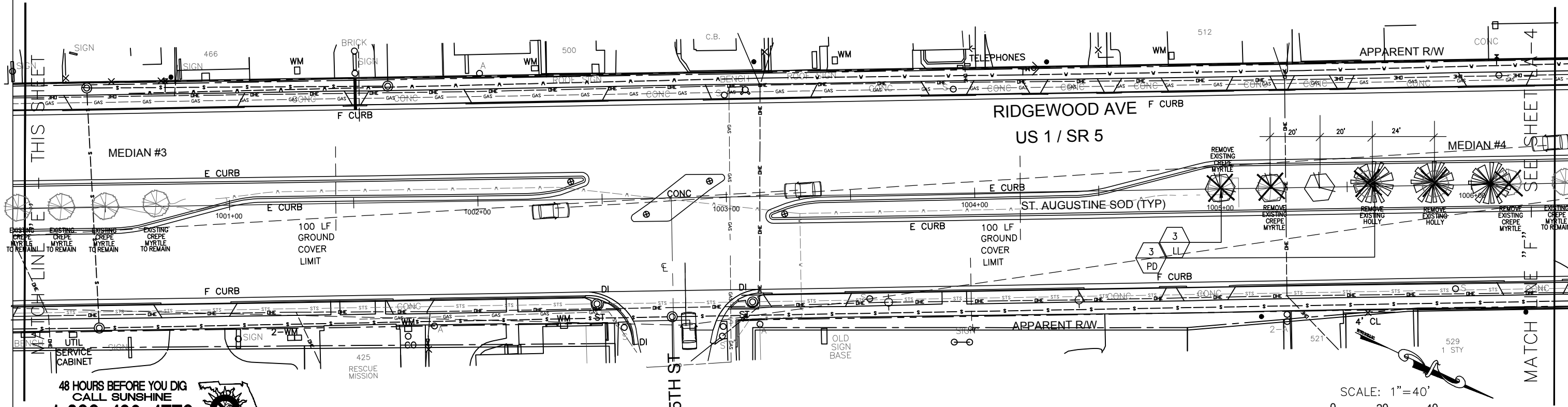
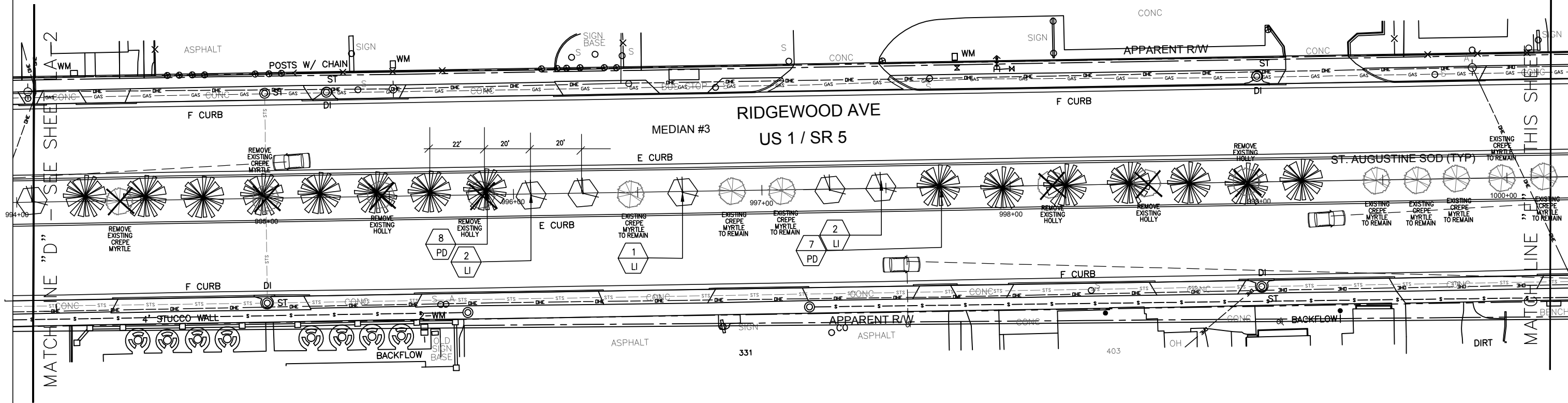
PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

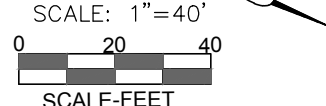
SEAL	SHEET NO.
	LA-1



SHEET NO.
LA-2

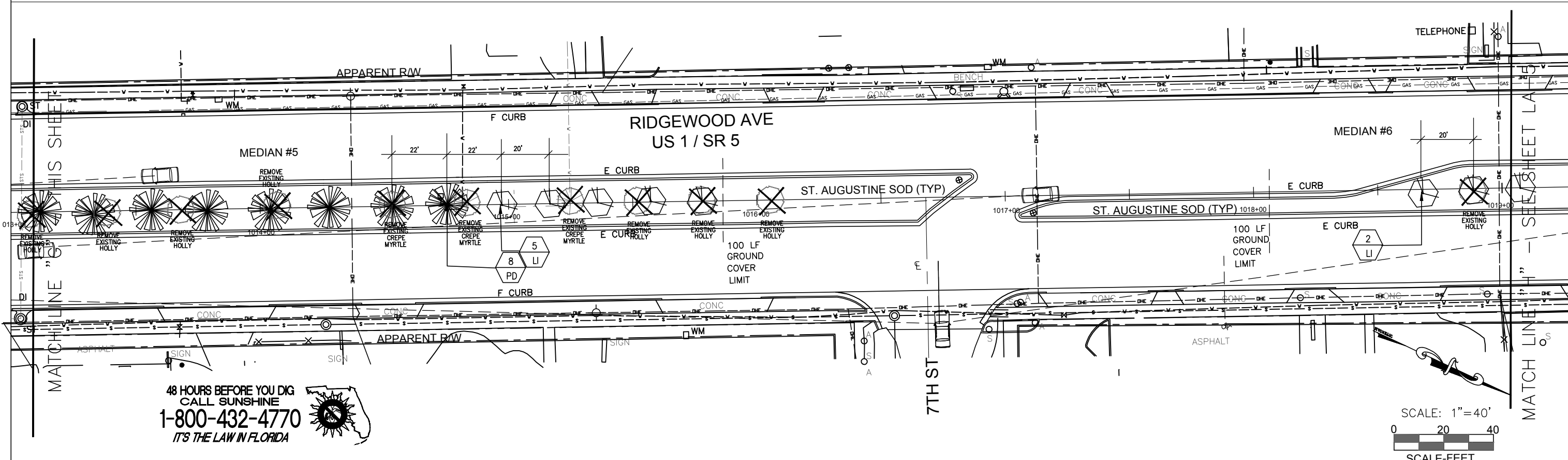


48 HOURS BEFORE YOU DIG
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DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A. LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS 1685 Promenade Circle, Port Orange, Florida 32129 (386) 788-3788 (O) (386) 290-6411 (C)	THE CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA US1 - SR5 MEDIAN LANDSCAPING CITY LIMITS	STATION POINT 994+00 TO 1006+00	PROJECT NUMBER SDG #2015-0918 JAN B. STERN, RLA L.A. # 0001160	DESIGNED J.S. DATE 07/18/16 CHECKED J.S. DATE APPROVED J.S. DATE	SHEET NO. LA-3 OF 16
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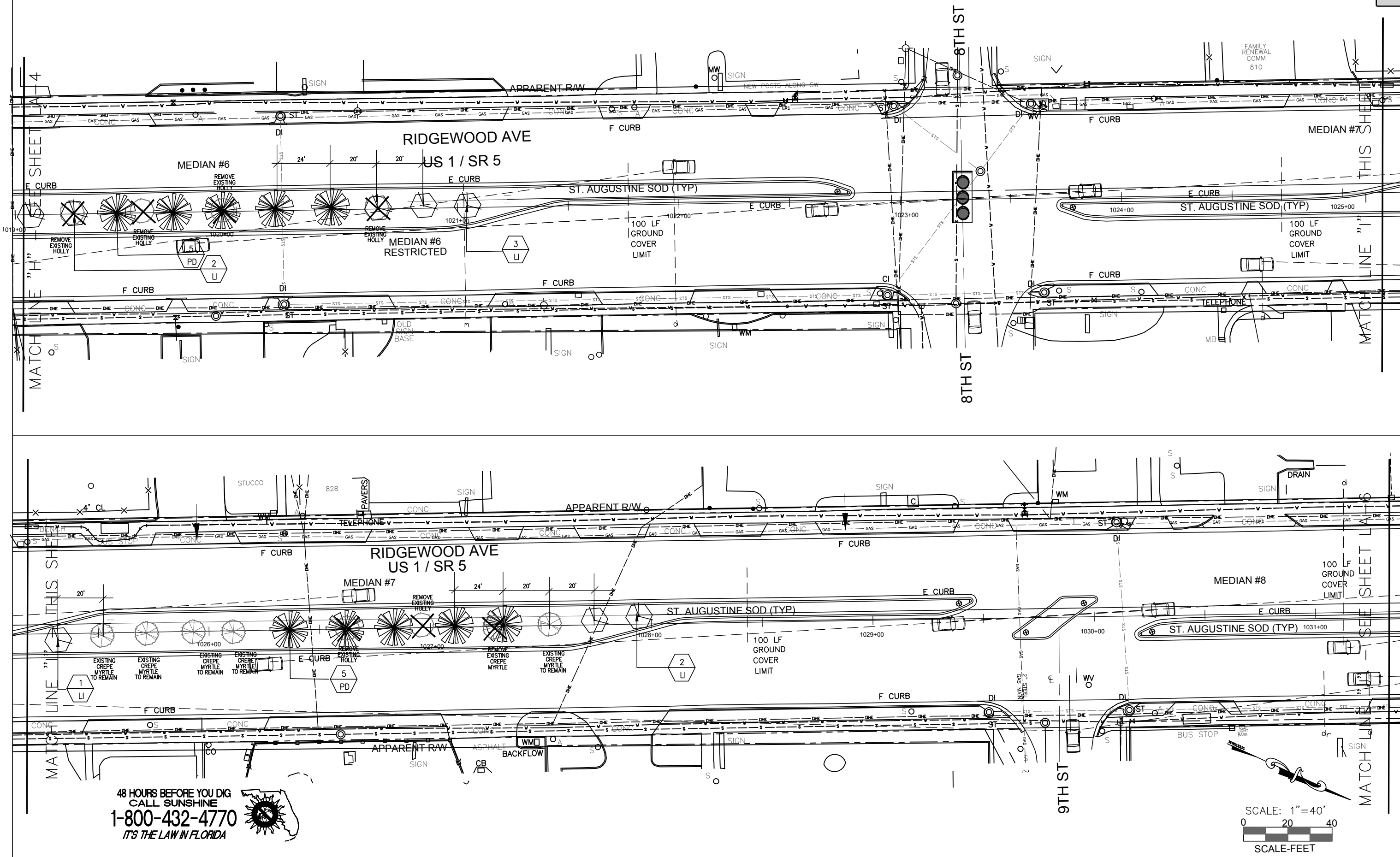


SCALE: 1" = 40'

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SCALE-Feet

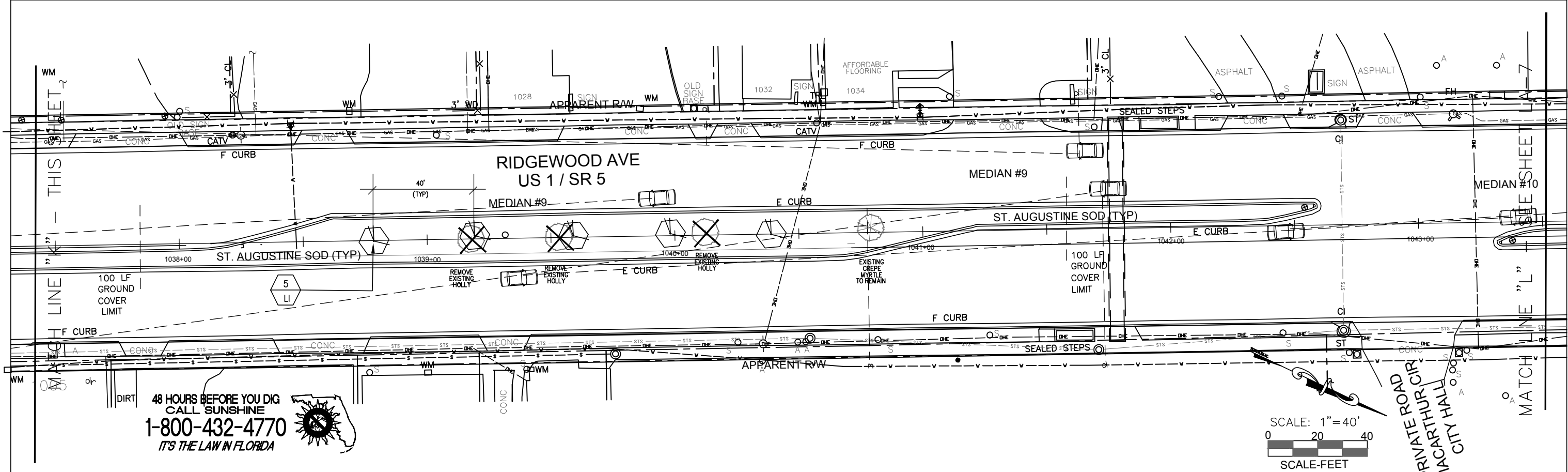
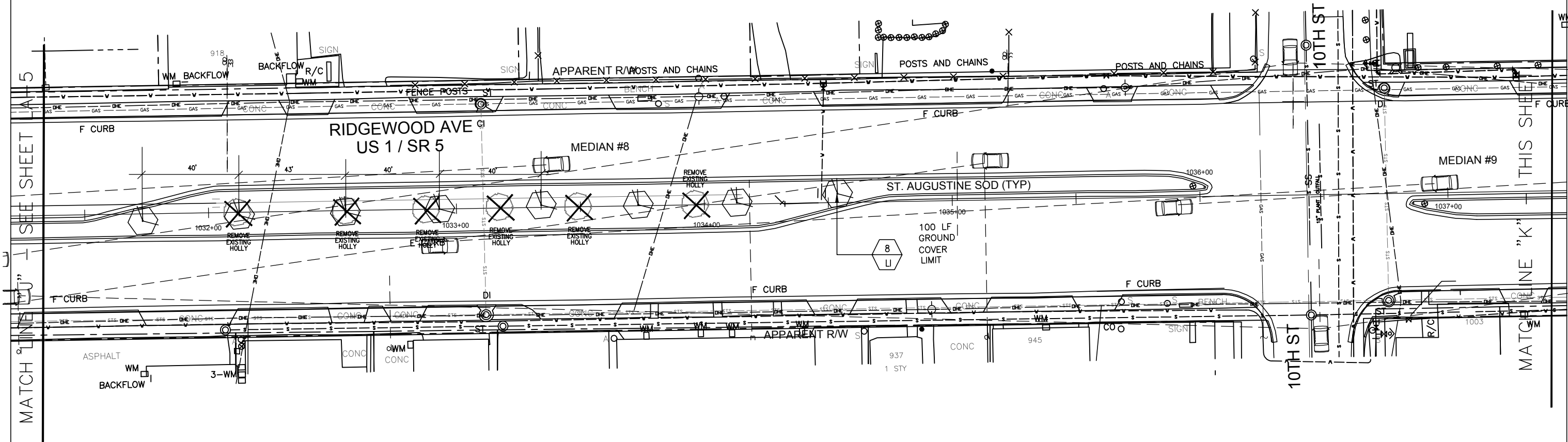
Packet Pg. 15



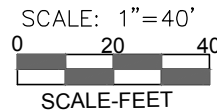
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REVISION						THE STERN DESIGN GROUP, P.A. LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS 1685 Promenade Circle, Port Orange, Florida 32129 (386) 788-3788 (O) (386) 290-6411 (C)	THE CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA US1 - SR5 MEDIAN LANDSCAPING CITY LIMITS	STATION POINT 1019+00 TO 1031+00	PROJECT NUMBER SDG #2015-0918 JAN B. STERN, R.L.A. L.A. # 0001160	DESIGNED	J.S.	DATE	--	SEAL NOT VALID WITHOUT EMBOSSED	SHEET NO. LA-5 OF 16
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION					DRAWN	J.S.	DATE	07/18/16		
										CHECKED	J.S.	DATE	--		
										APPROVED	J.S.	DATE	--		
06/09/2017 03/31/17	J.S. JS	STAFF COMMENTS FROM 04/25/2017 STAFF FEBRUARY COMMENTS													

Attachment: HH117.1 US1 Median LS_BID SET PLANS 08-21-2017 (1821 : US-1 Landscaping Project Recommendation of Award of Bid (16CRA1



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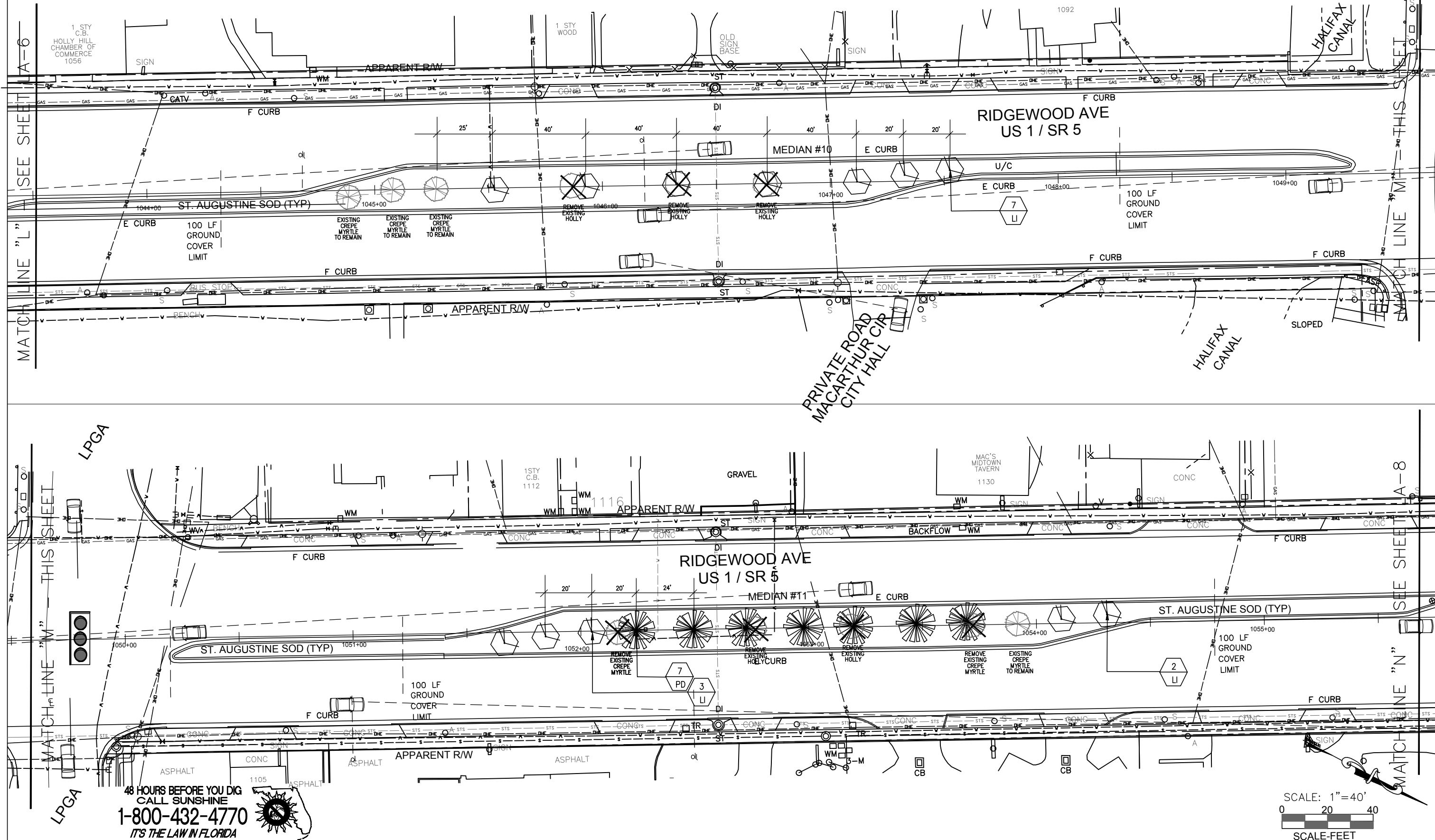
THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1031+50
TO 1043+50

PROJECT NUMBER SDG #2015-0918 JAN B. STERN, RLA L.A. # 0001160	DESIGNED DRAWN CHECKED APPROVED	J.S. J.S. J.S. J.S.	DATE DATE 07/18/16 DATE DATE
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SEAL NOT VALID WITHOUT EXEMPTED BY	SHEET NO. LA-6 OF 16
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DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
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03/31/17	J.S.	STAFF FEBRUARY COMMENTS			

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THE CITY OF HOLLY HILL
 VOLUSIA COUNTY, FLORIDA
 US1 - SR5 MEDIAN LANDSCAPING
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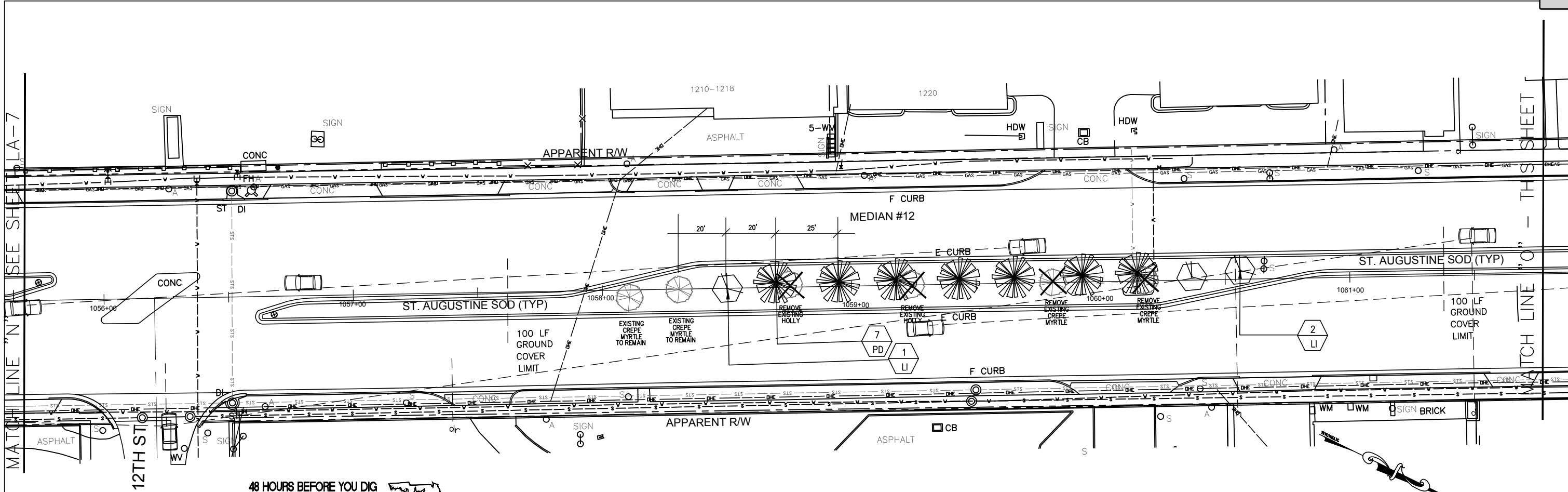
STATION POINT 1044+00
 TO 1055+50

PROJECT NUMBER
 SDG #2015-0918
 JAN B. STERN, R.L.A.
 L.A. # 0001160

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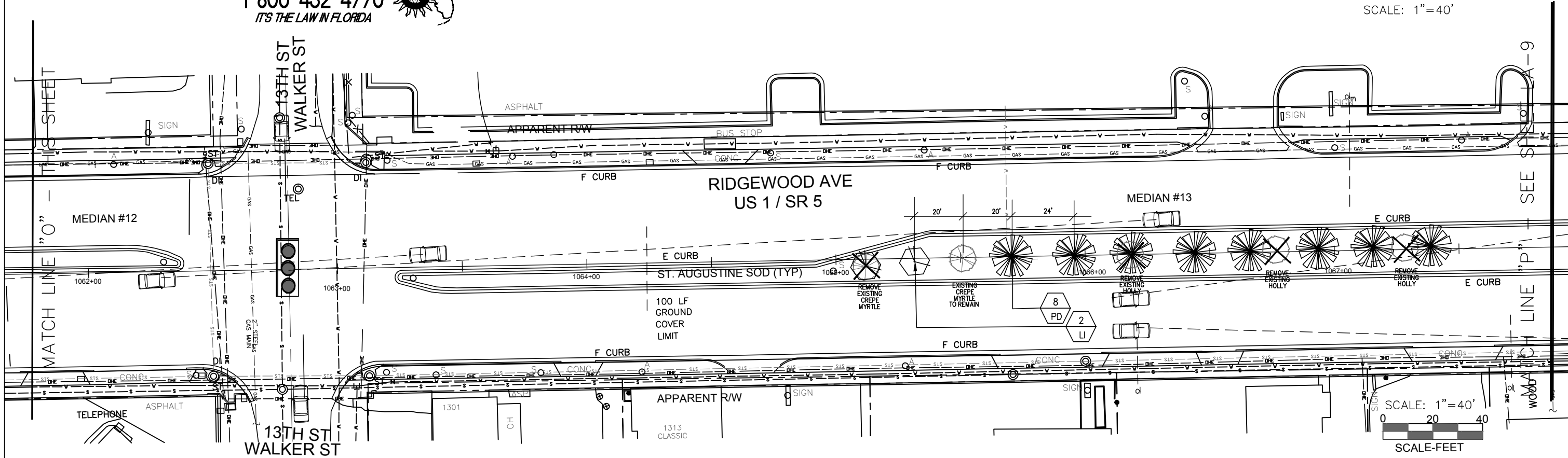
SEAL
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SHEET NO.
 LA-7
 OF 16



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
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SCALE: 1"=40'



SCALE: 1"=40'
0 20 40
SCALE-Feet

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THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
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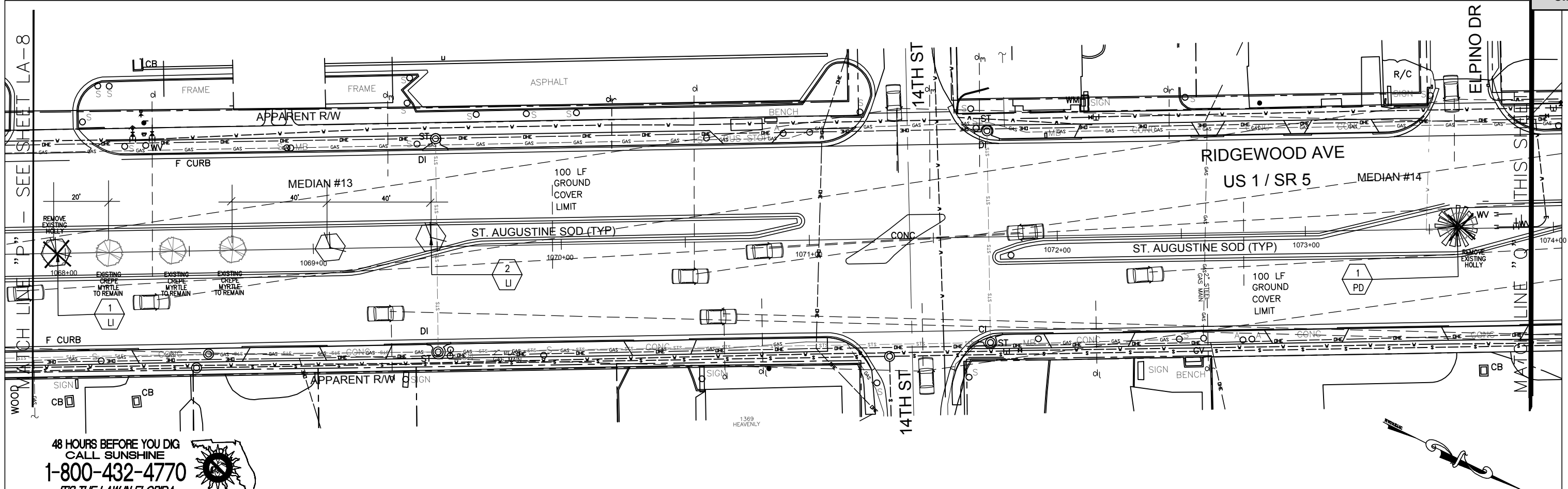
STATION POINT 1056+00
TO 1067+50

PROJECT NUMBER
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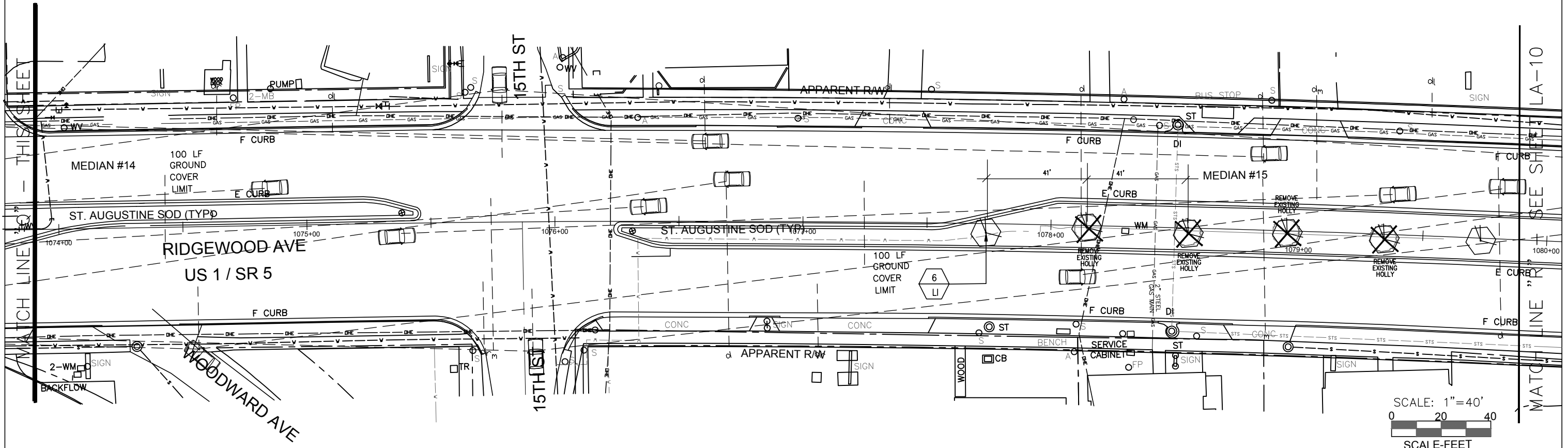
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SHEET NO.
LA-8



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SCALE: 1"=40'



SCALE: 1"=40'
0 20 40
SCALE-Feet

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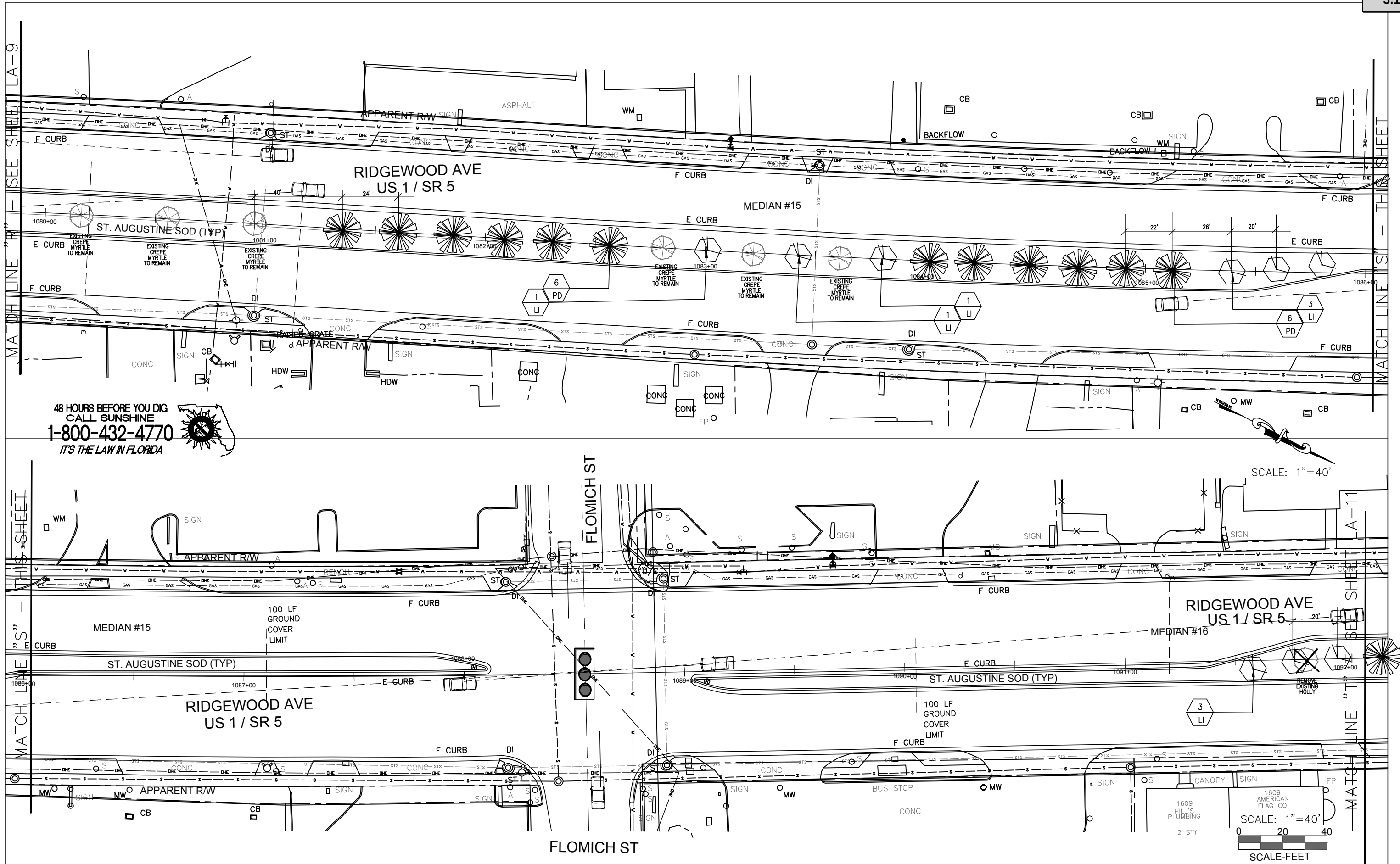
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1068+00
TO 1079+50

PROJECT NUMBER
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JAN B. STERN, RLA
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CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

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LA-9
OF 16



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03/31/17		J.S.	STAFF FEBRUARY COMMENTS				

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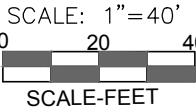
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1080+00
TO 1092+00

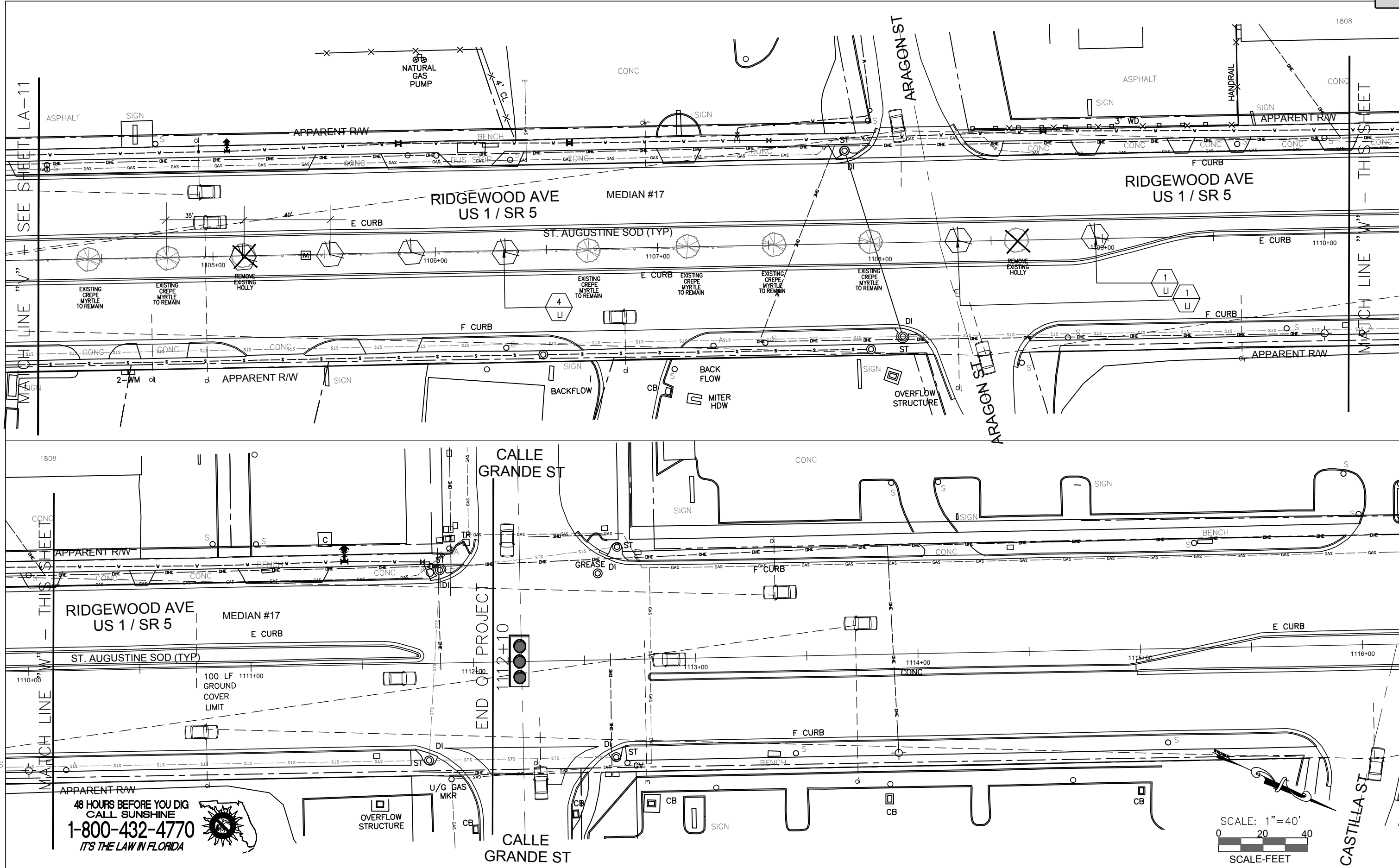
PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
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CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.
LA-10
OF 16



Packet Pg. 22



DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

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(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1104+50
TO 1112+10 (END OF
PROJECT)

PROJECT NUMBER SDG #2015-0918 JAN B. STERN, R.L.A. L.A. # 0001160	DESIGNED J.S.	J.S.	DATE 07/18/16
	CHECKED J.S.	J.S.	DATE --
	APPROVED J.S.	J.S.	DATE --

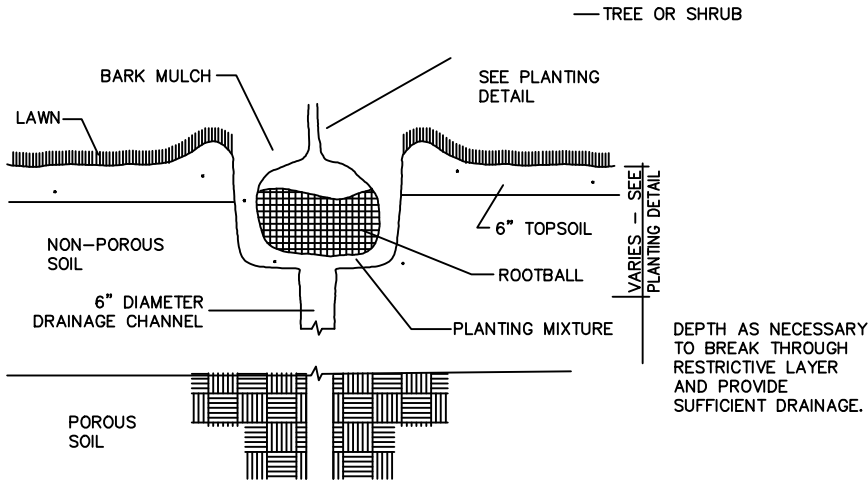
SHEET NO. LA-12

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES. CONTACT VOLUSIA COUNTY TRAFFIC ENGINEERING FOR LOCATES NOTIFICATION FOR SIGNALS.
2. ALL EXISTING UTILITY BOXES AND APPURTENANCES SHALL BE ADJUSTED TO THE PROPOSED GRADE AS NECESSARY.
3. CONTRACTOR TO STAKE-OUT EACH MEDIAN FOR TREE/PALM LOCATIONS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.

PROPOSED UNDERSTORY TREES AND PALMS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
LI	114	Lagerstroemia indica 'STD' Crepe Myrtle Tree 'Tuscarora'	14'-16'	5'-6'	Min 3.5" Cal 100 Gal Cont Single Trunk/ Min Five (5) Branches Min 8' CLEAR TRUNK (C.T.)
PD	92	Phoenix dactylifera 'Medjool' Medjool Palm	16' C.T.		Florida Nursery Grown Match Heights Min 10" Cal



DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

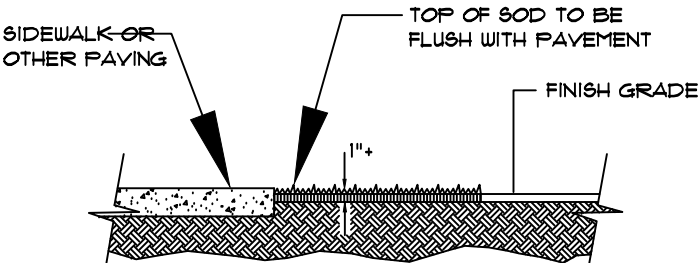
- A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- B. FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

DRAINAGE CHANNEL DETAIL

NOT TO SCALE

PROJECT NOTE:1\

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND MAINTAINING THE EXISTING CREPE MYRTLE TREES SHOWN ON THE LANDSCAPE PLANTING PLAN TO REMAIN. FOLLOW FDOT PRESERVATION DETAILS.



SOD PLACEMENT ADJ. TO PAVEMENT

Scale: N.T.S.

PLANTING NOTES

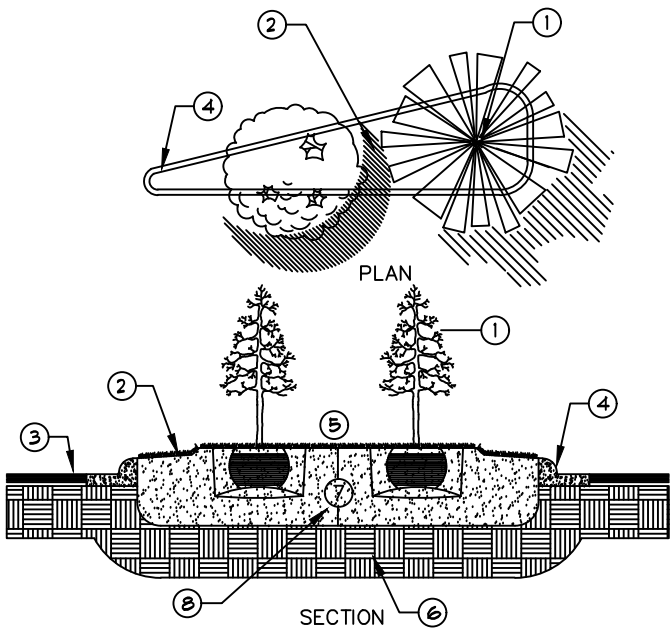
- 1. ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
- 2. MULCH IS TO BE 100% PINE BARK NUGGETS, GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 30" WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
- 3. ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH WEED-FREE ST. AUGUSTINE SOLID SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS.
- 4. LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION LINES.
- 5. LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
- 6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
- 7. NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO BE MADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
- 8. ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SO. FLORIDA BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- 9. ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
- 10. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH. AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
- 11. ALL EXISTING PLANT MATERIALS THAT ARE TO BE REMOVED (SHRUBS AND TREES) ARE TO BE PROPERLY DESTROYED OFF SITE.
- 12. ENSURE THAT IF ANY SOIL DISTURBED WHILE REMOVING THE EXISTING VEGETATION, THAT IT DOES NOT LEAVE THE PROJECT SITE.
- 13. REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
- 14. PLACE TERRA SORB, OR EQUAL, UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
- 15. ALL TREES ARE TO BE GUYED WITHIN "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED FDOT EQUAL.
- 16. ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
- 17. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386-788-3788)
- 18. ALL PLANT MATERIAL TO BE GUARANTEED AND MAINTAINED FOR A PERIOD OF NOT LESS THAN TWO (2) YEARS FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHIN TWO (2) WEEKS OF CONTRACTOR NOTIFICATION.
- 19. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AS-BUILT DRAWINGS DIRECTLY TO THE LANDSCAPE ARCHITECT UPON COMPLETION.

THE PROJECT HAS AN EXISTING IRRIGATION SYSTEM

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING SYSTEM INCLUDING, BUT, NOT LIMITED TO VALVES, WIRING, IRRIGATION HEADS, AND PIPE. ANY BREAKAGE AND REPLACEMENT IS THE SOLE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.

IRRIGATION REPAIR NOTES

- 1. ALL SLEEVES AND MAIN LINE TO BE SCHEDULE 40 P.V.C. PIPE.
- 2. THE ENTIRE SYSTEM TO BE REPAIRED AND INSTALLED IN COMPLIANCE WITH ALL LOCAL CODES. CONTRACTOR TO SUPPLY AND INSTALL ALL CHECK VALVES, BACK FLOW PREVENTORS, PERMITS, ETC. AS REQUIRED BY THESE CODES EVEN IF THOSE ITEMS ARE NOT SHOWN ON DRAWINGS.
- 3. ALL LOW VOLTAGE WIRING TO BE #14 DIRECT BURIAL WIRE.
- 4. ALL SPRAY HEADS OR NOZZLES IN PLANTING BEDS ARE TO BE TWELVE-INCH (12") POP-UPS. CONSULT CITY FOR MANUFACTURER.
- 5. FLOOD BUBBLER SPRAY HEADS SHALL BE ADDED TO EACH ZONE FOR ALL UNDERSTORY TREES AND PALMS.
- 6. ALL IRRIGATION HEADS TO BE INSTALLED USING SPX SERIES SWING PIPE WITH APPROPRIATE FITTINGS.
- 7. ALL WORK TO BE DONE IN GOOD WORKMAN LIKE MANNER AND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 8. IRRIGATION HEAD LOCATIONS MAY VARY. CONTRACTOR TO MAINTAIN 100% COVERAGE WITH APPROXIMATELY 50% OVERLAP WHEN MINOR HEAD LOCATION CHANGES ARE NECESSARY DUE TO FIELD CONDITIONS AND/OR BREAKAGE.
- 9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY UTILITIES IN THE FIELD. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE AND ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES.
- 10. THERE SHALL BE A TWO (2) YEAR GUARANTEE ON ALL PARTS AND A NINETY (90) DAY GUARANTEE ON LABOR FROM THE DATE OF FINAL ACCEPTANCE.
- 11. AT THE END OF 90 DAYS FROM THE DATE OF ACCEPTANCE, THE CONTRACTOR SHALL CHECK AND ADJUST (IF NECESSARY) THE ENTIRE SYSTEM.
- 12. CONTRACTOR SHALL MARK STATIONS ON THE CONTROLLER PANEL TO CORRESPOND WITH THE ZONE NUMBERS ON THIS PLAN AND SET OPERATING SEQUENCE TO CORRESPOND TO THE NUMBERING.
- 13. IRRIGATION CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
- 14. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR A FINAL FINISHED WORKING IRRIGATION SYSTEM. IF ANY CHANGES WERE MADE, AN AS-BUILT DRAWING IS REQUIRED.



TYPICAL HIGHWAY MEDIAN

NOT TO SCALE

DATE		BY		DESCRIPTION		REVISION		DATE		BY		DESCRIPTION	

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THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

LANDSCAPE/IRRIGATION
DETAILS

PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

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DRAWN	J.S.	DATE	07/18/16
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APPROVED	J.S.	DATE	--

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BUDGET

SHEET NO.
LA-14

Packet Pg. 25

TECHNICAL MAINTENANCE PLAN																										
MAINTENANCE OPERATION	NINETY (90) DAY ESTABLISHMENT WEEKLY CYCLE												LOCAL GOVERNMENT COMMITMENT ON YEARLY CYCLE													
WEEK / MONTH	1	2	3	4	5	6	7	8	9	10	11	12	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
MOWING	XX XX XX XX XX XX XX XX XX XX XX XX XX XX												X	X	XX	XX	XX	XX	XX	XX	XX	XX	XX	X	X	X
ST. AUGUSTINE	CONTRACTOR TO MOW TWICE A MONTH WITHIN CONSTRUCTION LIMITS DURING WARRANTY PERIOD USING APPROVED LAWN MOWING EQUIPMENT. MOWING HEIGHT TO BE 2 1/2" TO 3" TALL.												LOCAL GOVERNMENT TO MOW ONCE (1X) A MONTH FROM OCTOBER TO FEBRUARY IN THE COOL SEASON AND TWICE (2X) A MONTH FROM MARCH TO SEPTEMBER DURING THE WARM SEASON.													
EDGING	X X X X				X X X X				X X X X				X	X	X	X	X	X	X	X	X	X	X	X		
	EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.												EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.													
WEEDING									X				X		X		X		X		X		X			
	CONTRACTOR TO MANUALLY WEED ALL PLANTING BEDS ONE TIME (1X) IN THE THIRD, FOURTH (4TH) WEEK PERIOD PRIOR TO THE END OF THE NINETY (90) DAY WARRANTY PERIOD.												ALL GROUND COVERS SHALL BE HAND WEEDED. SHRUB BED WEEDING SHALL BE FOUR (4) TIMES PER YEAR BY CHEMICAL HERBICIDE 'ROUNDUP ®', OR EQUAL, APPLIED AT A RATE OF 1 1/2OZ., PER ONE (1) GALLON OF WATER, MIXED THOUROUGHLY, USING A BACKPACK SPRAYER UNDER THE SUPERVISION OF A FLORIDA LICENSED OPERATOR.													
WATERING	3 3 3 3				2 2 2 2				1 1 1 1				LOCAL GOVERNMENT TO WATER AS PER THE IRRIGATION SCHEDULE INDICATED ON THE LANDSCAPE IRRIGATION DRAWINGS USING THE THE DESIGNED AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR. CHANGES IN THE IRRIGATION USEAGE CAN BE MADE AFTER THIS ONE (1) YEAR INITIAL PERIOD. HOWEVER, ALL CHANGES MUST FALL UNDER THE GUIDELINES OF THE VOLUSIA COUNTY "WATER-WISE" IRRIGATION ORDINANCE.													
	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING BACKFILLING AND LAYERING). SUPPLIMENTAL WATERING IS TO BE PERFORMED EACH WEEK AS REQUIRED DURING THE WARRANTY PERIOD AT THE FREQUENCIES INDICATED ABOVE. THIS WATERING IS IN ADDITION TO THE AUTOMATIC IRRIGATION SYSTEM. COMPLETELY SATURATE EACH PLANTING HOLE.												WATERING OF THE TURF AREA TO BE ONE-INCH (1") PER WEEK DURING THE GROWING SEASON (MAY THROUGH OCTOBER) AND 1/2" PER WEEK DURING THE REMAINDER OF THE YEAR. LOCAL GOVERNMENT IS TO ENSURE WEEKLY INSPECTIONS AND MAINTENANCE OF THE AUTOMATED IRRIGATION SYSTEM													
MULCHING	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING SAUCERING, LAYERING, AND THICKNESS).												MAINTAIN A THREE TO FOUR-INCH (3"-4") THICK MULCH BED. REMOVE AS NECESSARY ALL EXCESS TO MAINTAIN NO MORE THAN A FOUR-INCH (4") LEVEL.													
PINE BARK NUGGETS SHREDDED EUCALIPIS COARSLY GROUND RECYCLED PLANT PALLETS	MAINTAIN MULCH AT A MINIMUM THREE-INCH (3") LAYER AROUND AND IN ALL LANDSCAPE PLANTING BEDS																									
PRUNING	AS NEEDED TO REMOVE MECHANICALLY DAMAGED BRANCHES DUE TO HANDLING, VISIBILITY AND/OR WIND DAMAGE. PLANT MATERIAL MUST BE MAINTAINED AT A FLORIDA #1 GRADE FORM FOR THE FINAL ACCEPTANCE.												PRUNING TO BE ACCOMPLISHED USING CHAIN SAWS, HAND SAWS, LOPPING SHEARS, AND/OR HAND PRUNERS. ALL BLADES ARE TO BE SHARP AND IN GOOD WORKING CONDITION. TREES ARE TO BE PRUNED AS NEEDED. CLEAR TRUNK (C.T.) IS TO BE MAINTAINED AT EIGHT-AND-ONE-HALF-FEET (8 1/2') FOR ALL TREES AND SINGLE TRUNK UNDERSTORY ACCENT TREES. MULTI-TRUNK UNDERSTORY TREES SHALL HAVE A EIGHT-FOOT (8') C.T. ALL SHRUBS AND GROUNDCOVERS PLANTED IN THE MEDIANS ARE TO BE MAINTAINED TO A HEIGHT NOT TO EXCEED THIRTY-SIX INCHES (36"), DEPENDING ON THE PLANT SPECIES. ALL SHRUBS AND/OR GROUNDCOVERS LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED AT A HEIGHT NOT TO EXCEED EIGHTEEN-INCHES (18"). PRUNING OF TREES LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED WITH A C.T. OF 8 1/2'. THE CITY SHALL REVIEW THE TREES FOR PRUNING ONCE A YEAR.													
PALM MAINTENANCE	PALMS SHALL BE HAND WATERED EVERY DAY FOR THE FIRST THIRTY (30) DAYS, EVERY OTHER DAY FOR THE NEXT THIRTY (30) DYAS, AND TWICE A WEEK THEREAFTER FOR A PERIOD OF NINETY (90) DAYS. THE APPLICATION RATE SHALL BE A MINIMUM OF TEN (10) GALLONS PER PALM AS A SLOW POUR. ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL ALSO BE REMOVED.												ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL BE REMOVED.													
FERTILIZATION	ALL INSTALLED TREES AND SHRUBS SHALL BE FERTILIZED USING A PELLETIZED SLOW RELEASE FERTILIZER WITH A 15-5-15 ANALYSIS. FERTILIZER SHALL BE PLACED AROUND THE ROOT BALL AT THE TOP OF THE FIRST LAYER OF PREPARED BACKFILL. RATES AND DETAILS ARE SHOWN IN THE PLANTING DETAILS.												TREES ARE TO BE FERTILIZED ANNUALLY IN THE LATE FALL OR WHEN DORMANT. FETILIZER SHALL BE APPLIED TO THE TOP DRESSING OF THEIR ROOT AREA. UNDER THE MULCH, AT THE SOIL SURFACE WITH A PELLETIZED, SLOW RELEASE FERTILIZER CONTAINING A 16-4-8 ANALYSIS. FERTILIZER SHALL BE APPLIED AT THE RATE OF TWO (2) POUNDS PER TREE/APPLICATION BETWEEN THE TREE TRUNK AND THE TREE DRIP-LINE. LAWNS AND LANDSCAPE BEDS SHALL BE FERTILIZED IN MID-MARCH AND AGIN IN MID-SEPTEMBER USING A 16-4-8 ANALYSIS CONTAINING MINOR ELEMENTS. LIQUID FERTILIZER MAY BE USED AS A SUPPLEMENT, HOWEVER, NEVER AS A REPLACEMENT FOR THE GRANULAR.													
PESTICIDES													ALL LAWN AREAS SHALL RECIEVE FIVE (5) APPLICATIONS PER YEAR. TREES AND SHRUBS SHALL BE SPRAYED AS REQUIRED TO ENSURE THEIR HEALTH AND PROPER GROWTH. PESTICIDE TYPE AND APPLICATION AMOUNTS SHALL BE UNDER THE SUPERVISION OF A FLORIDA LICENSED AND TRAINED OPERATOR.													

DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

LANDSCAPE /
IRRIGATION
MAINTENANCE

PROJECT NUMBER	SDG #2015-0918
JAN B. STERN, RLA	L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SEAL	SHEET NO.
	LA-15

CITY OF HOLLY HILL, FLORIDA



U.S. 1 Median Landscaping Improvements

***FM# 439690-1-58-01
BID #16CRA1***

August 2017

**TABLE OF CONTENTS
CITY OF HOLLY HILL
U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

<u>Section</u>	<u>Title</u>
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS	
00 02 00	Invitation to Bid
00 10 00	Instruction to Bidders
00 11 00	Local Bidder Preference
00 30 00	Proposal
00 31 00	Schedule of Unit Prices
00 32 00	Statement of Bidder's Qualifications
00 33 00	Listing of Subcontractors
00 33 20	Experience in Landscaping (FDOT Form (850-070-09)
00 41 00	Bid Bond
00 47 00	Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
00 48 00	Anti-Collusion Statement
00 48 50	Drug Free/Tie Preference Statement
00 50 00	Agreement
00 62 00	Certificate as to Corporate Principal
00 64 00	Payment and Performance Bond and Public Construction Bond
00 65 00	Certificate of Insurance for Public Liability & Property Damage
00 66 00	Affidavit Regarding Workman's Compensation
00 66 50	Certificate of Insurance For Workman's Compensation
00 67 00	Contractor's Statement Under Oath, To Owner
00 68 00	Receipt and Release
00 69 00	Consent of Surety For Final Payment
00 70 00	Standard General Conditions of the Construction Contract
00 70 50	Release of All Claims
00 80 00	Supplementary Conditions
00 80 00A	Contractor's Standard Insurance Requirement and Indemnification Clause
00 81 50	Special Conditions
00 84 00	Contractor Request for Information (RAI)
00 84 10	Notice of Award Form
00 84 20	Notice to Proceed Form
00 84 30	Change Order Form
00 84 40	Application and Certificate for Payment Form
00 84 60	Materials Stored on Site Form
00 84 80	Certificate of Substantial Completion
00 84 90	Contractor's Final Release of Lien
Joint Participation Contract (For Informational Purposes Only)	
Welcome Sign Lighting and Design Plans	

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID# 16CRA1

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **US 1 MEDIAN LANDSCAPING IMPROVEMENTS**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 3:00 p.m. on September 27, 2017**, at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a MANDATORY pre-bid meeting for this project **at 2:00 p.m. on September 12, 2017**. The meeting will be held in the Workshop Conference Room, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work: *Installation of landscaping within existing medians along an approximate 2.7 mile length of U.S. 1 as well as installation of two welcome signs at the north and south City limits. Contractor is required to be prequalified landscape contractor with the Florida Department of Transportation (FDOT) or be found by the City to be an experienced qualified contractor based on experience information required to be submitted with the bid. Work shall include removal of existing landscaping and restoration of disturbed medians. Project is funded by a Joint Participation Agreement between the City of Holly Hill and FDOT.*

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to mjuliano@hollyhillfl.org. Questions to be submitted no later than 5:00 p.m. on September 20, 2017.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"US 1 MEDIAN LANDSCAPING IMPROVEMENTS"**.

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ **Joseph Forte**
City Manager

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL**1.01 PROJECT DESCRIPTION**

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

**US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Stern Design Group, and entitled, “**US 1 MEDIAN LANDSCAPING IMPROVEMENTS**”

- B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

- a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
- b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
- c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.
- d. Bidder must meet all requirements contained in Exhibit D, Section 7 of the Joint Participation Agreement.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

The Bidder shall be a FDOT Pre-qualified Landscape Contractor or an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. The Bidder shall submit the following with their bid if they desire to be given consideration as an experienced qualified contractor.

- (a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.
 - (1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.
 - (2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:
 - (i) Project name with a brief description that evaluates the landscape work performance.
 - (ii) Location of the project (city, state).
 - (iii) Professional substantiation of the contractor's skills, efficiency and competence.
 - (3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any

omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.14 SUBMITTING PROPOSAL

Two (2) copies of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

**US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

1.15 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.16 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.17 SURETY BONDS

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.18 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

- A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public

Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.
- D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.19 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within

thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.20 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.21 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.22 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

END OF SECTION

SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

To account for the financial advantages accruing to the City by the award of a contract to a local business or county business, the City has adopted through Ordinance 2920 a local bidder preference, Code of Ordinances Section 30-78. A bid/proposal from a local business shall receive bid preference in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00. A bid/proposal from a county business shall receive bid preference in an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local business" means a vendor or contractor which has a place of business (other than a post office box) within the City Limits and has a valid, current business tax receipt issued by the City. To qualify as a local business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its City of Holly Hill local business tax at least 12 months prior to the opening of the bid/proposal, does business in the Holly Hill community, maintains a physical business address located within the jurisdictional limits of the City of Holly Hill. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a local business submits a bid/proposal.

A "county business" means a vendor or contractor which has a place of business (other than a post office box) within the County Limits and has a valid, current business tax receipt issued by the City of its permanent address. To qualify as a county business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its local business tax to the City of its permanent residence at least 12 months prior to the opening of the bid/proposal, does business in the Volusia County community, maintains a physical business address located within the jurisdictional limits of Volusia County. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a county business submits a bid/proposal.

SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY
LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

- LEGAL NAME OF BUSINESS: _____
 Physical Address: _____ Mailing Address (if different) _____

- Year your business was established in the City of Holly Hill: _____
- Business Tax Receipt Number Issued by the City of Holly Hill
 BTR Number: _____ Date Issued: _____
- Please provide a brief description of the nature of your business and how it relates to the community.

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By:

Sworn to and subscribed before me

Signature

This _____ day of _____ 20__

Name, Typed or Printed

Signature of Notary (& Stamp)

Title, Typed or Printed

Notary Public, State of

Mailing Address

Personally Known _____ or

City, State, Zip Code

Produced Identification

Telephone Number

(type of identification)

**SECTION 00 30 00
PROPOSAL**

FOR

**CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1
(To be completed in Duplicate)**

Bidder's Name: _____

Submitted: _____, 2017

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **"US 1 MEDIAN LANDSCAPING IMPROVEMENTS"**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

(In Words)

Dollars \$_____ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,584 (One Thousand Five Hundred Eighty Four Dollars)** per day shall be

deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Local Bidder Preference Affidavit 00 11 00
 Schedule of Unit Prices: Section 00 31 00
 Statement of Bidder's Qualifications: 00 32 00
 Listing of Subcontractors: Section 00 33 00
 FDOT Experience in Landscaping Form: Section 00 33 20
 Bid Bond: Section 00 41 00
 Public Entity Crimes Statement: Section 00 47 00
 Anti-Collusion Statement: Section 00 48 00
 Drug Free/Tie Preference Statement: Section 00 48 50
 Trench Safety Affidavit: Section 00 49 00
 Certificate as to Corporate Principal: Section 00 62 00
 City of Holly Hill Insurance Requirements: Section 00 80 00A
 W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
 _____ or Bid Bond for the sum of
 _____ Dollars (_____),
 made payable to _____ (Owner).

 (Name of Bidder) (Affix Seal)

 (Signature of Officer)

 (Title of Officer)

 Name of Bidder

 Address

 City/State/Zip

 Telephone

 Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

END OF SECTION

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL
U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
FM# 439690-1-58-01 BID# 16CRA1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	LANDSCAPING				
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Clearing and Grubbing	1	LS		
4	Median #2 Landscaping	1	LS		
5	Median #3 Landscaping	1	LS		
6	Median #4 Landscaping	1	LS		
7	Median #5 Landscaping	1	LS		
8	Median #6 Landscaping	1	LS		
9	Median #7 Landscaping	1	LS		
10	Median #8 Landscaping	1	LS		
11	Median #9 Landscaping	1	LS		
12	Median #10 Landscaping	1	LS		
13	Median #11 Landscaping	1	LS		
14	Median #12 Landscaping	1	LS		
15	Median #13 Landscaping	1	LS		
16	Median #14 Landscaping	1	LS		
17	Median #15 Landscaping	1	LS		
18	Median #16 Landscaping	1	LS		
19	Median #17 Landscaping	1	LS		
	Sub-Total (FDOT JPA Funded)				
B.	CITY ENTRY SIGNS - Furnish and install entry sign per requirements in bid documents, including electrical, electrical permitting and all other work required.				
1	City Entry Sign, Complete	2	EA		
	Sub-Total (City Funded)				
	TOTAL BASE BID (A+B)				
C.	ADDITIVE ALTERNATE - Unit pricing is requested and may be utilized to award additional work to replace existing tree originally designed to remain.				
1	Crepe Myrtle	1	EA		
2	Medjool Palm	1	EA		
	TOTAL ADDITIVE ALTERNATE BID (C)				

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment _____.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$_____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that

he is the _____ of _____ and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My commission expires: _____

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

**Experience in Landscaping
This Form is for the Bidder to list Work
Experience.**

Bidder's Name (Print Company name)

Contract ID

Bidder's FEID Number

Experience in **Landscape Installation, Establishment and Maintenance** is required to bid on this project as defined below.

- 1) For this Contract, the contractor or Contract Project Manager is required to have at least five (5) years of experience in the active performance of roadway landscape work. Landscape work includes, but is not limited to, the acquisition, installation, establishment of plant materials, sod and irrigation systems for public roadways, but specifically excludes single family residential landscape and sod work. In order for the Contractor to be responsive, this Form must be filled out and submitted with the bid to the District Contract Administrator. This form must be signed by the owner of the company or a company officer and dated in the space provided on this form.
- 2) The contractor must provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:
 - a) Project name with a brief description that evaluates the landscape work performance
 - b) Location of the project (city, state)
 - c) Professional substantiation of the contractor's skills, efficiency, and competence
- 3) A contractor presently prequalified with the Department in "**Landscaping**" will suffice to meet the above requirements. If the contractor is prequalified as stated, mark an "X" in this space (___) and Sign and Date below.

LIST COMPANY'S ROADWAY LANDSCAPE EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Beginning Mo / Year	Contract Duration
						Days
						Days
						Days
						Days

Continued.

LIST ADDITIONAL COMPANY EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days
						Days
						Days
						Days
						Days

LIST PROJECT MANAGER'S EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days

Continued.

00 33 20-2

LIST ADDITIONAL PROJECT MANAGER'S EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days
				/ / 20		
Print Name of the Owner or Company Officer		Signature of the Owner or Company Officer				

Experience will be calculated by totaling the number of Contract Days listed on the form, and dividing by 365 to determine the number of years of experience in performing the work.

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

US 1 MEDIAN LANDSCAPING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____(Seal)
 _____(Seal)
 _____(Seal)
 Individual or Partner

Witness

ATTEST:

 Address

 Corporate Principal

 President AFFIX
 CORPORATE SEAL

ATTEST:

 Address
 By _____
 AFFIX
 CORPORATE SEAL

 Corporate Surety

 Title

END OF SECTION

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(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 with 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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(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.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. 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 entity 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 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.

I understand that a "person" as defined in Paragraph 287.133(i)(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 provision 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.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
 _____ day of _____, 20__.

 Notary Public

My Commission Expires:

**SECTION 00 48 00
ANTI-COLLUSION STATEMENT**

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____ organized and existing under the laws of the State of _____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

US 1 MEDIAN LANDSCAPING IMPROVEMENTS

herein called for, in strict accordance with the Drawings and Specifications prepared by Stern Design Group, which Contract includes, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | j. Drawings |

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **150 days with an additional 30 days for final completion.**
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,584 (One Thousand Five Hundred Eighty Four Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall

be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 90% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (10%) of the amount of each estimate until the work is fifty percent (50%) complete.
 2. When work is fifty percent (50%) complete, the Owner may allow the reduction of the withholding to five percent (5%) of the dollar value of all work satisfactorily completed to date, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.
 3. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

City Clerk

By _____
Joseph A. Forte

Title _____
City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principal in the within Bid Bond; that _____
who signed the said Bid Bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS

Name of Project

City Project No. 16CRA1

Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and _____/100 Dollars (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Jan B. Stern, A.S.L.A., Florida Registration No. LA0001160, the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes 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 Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or, with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site

available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

Attest:

(As to Corporate Principal) Secretary

(Name of Principal)

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

(Attorney-In-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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.

SECTION 00 64 00

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)**BOND No.** _____**PRINCIPAL:**

Name of Developer/Contractor: _____

Address: _____

Contact Person: _____

Phone Number: () - _____

SURETY:Address: _____

Contact Person: _____

Phone Number: () - _____

OWNER:City of Holly Hill, Florida, a chartered municipal corporation
1065 Ridgewood Avenue
Holly Hill, FL 32117

Contact Person: City Manager

Phone Number: (386) 248-9463

Amount: \$ _____**City Case/Project No.** 16CRA1

Description of Work: *Installation of landscaping within existing medians along an approximate 2.7 mile length of U.S. 1 as well as installation of two welcome signs at the north and south City limits. Contractor is required to be prequalified landscape contractor with the Florida Department of Transportation (FDOT) or be found by the City to be an experienced qualified contractor based on experience information required to be submitted with the bid. Work shall include removal of existing landscaping and restoration of disturbed medians. Project is funded by a Joint Participation Agreement between the City of Holly Hill and FDOT.*

Project Location: Holly Hill, Volusia County, Florida**Legal Description:** FDOT Right-of-Way or Easement.Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Certificate for Filing in Public Records**PAYMENT AND PERFORMANCE BOND**

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
 by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,
 is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA

pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 16CRA1.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____ a Florida _____
 Mailing Address: _____

By: _____
 Name/Title: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ as a duly authorized representative of _____ a Florida _____, the Principal named in the attached **Payment and Performance Bond No.** _____.

Notary, please check one:

_____ Personally known to me
 _____ Produced identification

 Notary Public, State of Florida

My Commission Expires: _____

Printed Name: _____

**SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE**

This is to certify _____ Company has issued to _____, of the City of _____, State of _____, the following policy or policies; Public Liability Policy No. _____ effective on _____, 20____, limits _____, Property Damage Policy No. _____ effective on _____, 20____, and expiring on _____, 20____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____, in writing thirty (30) days prior to cancellation of the policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____ being duly sworn according to law, deposes and says (it, he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20____ to _____, 20 ____.

WITNESS:

CONTRACTOR:

By _____

Title _____

Sworn to and subscribed before me this ____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My Commission Expires: _____

END OF SECTION

**SECTION 00 66 50
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION**

This is to certify that _____, Company has issued
to _____, of the City of _____, State of _____,
the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. _____
effective on _____, 20 _____.
re _____ Policy No. _____
effective on _____, 20 ____ and expiring on _____, 20 ____
re _____ limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and
the _____ in writing thirty (30) days
prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying
the risk, or a separate certificate of similar context executed on Insurance Company's Standard
Form may be attached hereto.)

END OF SECTION

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____
 for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Stern Design Group, 208 Magnolia Avenue, Daytona Beach, Florida 32114.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ____ day of _____, 20____.

By _____
 Contractor

Title _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 ____.

 Notary Public

My Commission Expires: _____

END OF SECTION

**SECTION 00 68 00
RECEIPT AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____ of _____ was heretofore, on _____, 20 __, award a Contract by _____ for the Contract Price of _____ to furnish all the materials and labor in the construction of a project entitled: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS** in accordance with the plans and specifications therefore, as prepared by Stern Design Group and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of \$ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of \$ _____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____, 20 ____.

Witnessed by:

CONTRACTOR

By _____

Title _____

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20 ____.

My Commission Expires:

Notary Public, State of Florida

END OF SECTION

Attachment: HH117.1_US1 Median Landscape Specifications_08.21.17 (1821 : US-1 Landscaping Project Recommendation of Award of Bid

**SECTION 00 69 00
CONSENT OF SURETY
For Final Payment**

Project Name: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
on the Payment Bond of the following named Contractor: _____
hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

00 69 00-1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	7
1.01 Defined Terms	7
1.02 Terminology.....	11
Article 2 – Preliminary Matters.....	13
2.01 Delivery of Bonds and Evidence of Insurance	13
2.02 Copies of Documents.....	13
2.03 Commencement of Contract Times; Notice to Proceed	13
2.04 Starting the Work.....	13
2.05 Before Starting Construction	14
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	14
2.07 Initial Acceptance of Schedules.....	14
Article 3 – Contract Documents: Intent, Amending, Reuse	15
3.01 Intent.....	15
3.02 Reference Standards	15
3.03 Reporting and Resolving Discrepancies.....	16
3.04 Amending and Supplementing Contract Documents.....	17
3.05 Reuse of Documents	17
3.06 Electronic Data.....	17
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	188
4.01 Availability of Lands	18
4.02 Subsurface and Physical Conditions	18
4.03 Differing Subsurface or Physical Conditions.....	199
4.04 Underground Facilities	20
4.05 Reference Points	22
4.06 Hazardous Environmental Condition at Site.....	22
Article 5 – Bonds and Insurance	24
5.01 Performance, Payment, and Other Bonds	24
5.02 Licensed Sureties and Insurers	25
5.03 Certificates of Insurance	25
5.04 Contractor’s Insurance	255
5.05 Owner’s Liability Insurance	27
5.06 Property Insurance	27
5.07 Waiver of Rights.....	29

5.08	Receipt and Application of Insurance Proceeds.....	309
5.09	Acceptance of Bonds and Insurance; Option to Replace	30
5.10	Partial Utilization, Acknowledgment of Property Insurer	30
Article 6 – Contractor’s Responsibilities		30
6.01	Supervision and Superintendence.....	30
6.02	Labor; Working Hours.....	31
6.03	Services, Materials, and Equipment	31
6.04	Progress Schedule	31
6.05	Substitutes and “Or-Equals”	32
6.06	Concerning Subcontractors, Suppliers, and Others.....	34
6.07	Patent Fees and Royalties	36
6.08	Permits	36
6.09	Laws and Regulations.....	37
6.10	Taxes	37
6.11	Use of Site and Other Areas	37
6.12	Record Documents.....	38
6.13	Safety and Protection	38
6.14	Safety Representative.....	39
6.15	Hazard Communication Programs	39
6.16	Emergencies	41
6.17	Shop Drawings and Samples	41
6.18	Continuing the Work	43
6.19	Contractor’s General Warranty and Guarantee	43
6.20	Indemnification	44
6.21	Delegation of Professional Design Services	43
Article 7 – Other Work at the Site.....		44
7.01	Related Work at Site.....	44
7.02	Coordination	45
7.03	Legal Relationships.....	45
Article 8 – Owner’s Responsibilities		47
8.01	Communications to Contractor	47
8.02	Replacement of Engineer.....	47
8.03	Furnish Data.....	47
8.04	Pay When Due	46
8.05	Lands and Easements; Reports and Tests.....	46
8.06	Insurance	46
8.07	Change Orders	46
8.08	Inspections, Tests, and Approvals	46
8.09	Limitations on Owner’s Responsibilities	48
8.10	Undisclosed Hazardous Environmental Condition.....	48
8.11	Evidence of Financial Arrangements	48
8.12	Compliance with Safety Program.....	497

Article 9 – Engineer’s Status During Construction	47
9.01 Owner’s Representative	47
9.02 Visits to Site	47
9.03 Project Representative	49
9.04 Authorized Variations in Work	48
9.05 Rejecting Defective Work	48
9.06 Shop Drawings, Change Orders and Payments.....	48
9.07 Determinations for Unit Price Work	50
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work.....	49
9.09 Limitations on Engineer’s Authority and Responsibilities	49
9.10 Compliance with Safety Program.....	50
Article 10 – Changes in the Work; Claims	50
10.01 Authorized Changes in the Work	50
10.02 Unauthorized Changes in the Work	52
10.03 Execution of Change Orders.....	52
10.04 Notification to Surety.....	51
10.05 Claims	51
Article 11 – Cost of the Work; Allowances; Unit Price Work.....	52
11.01 Cost of the Work.....	52
11.02 Allowances.....	55
11.03 Unit Price Work.....	58
Article 12 – Change of Contract Price; Change of Contract Times	56
12.01 Change of Contract Price.....	56
12.02 Change of Contract Times	60
12.03 Delays.....	58
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	59
13.01 Notice of Defects	59
13.02 Access to Work.....	59
13.03 Tests and Inspections	59
13.04 Uncovering Work	60
13.05 Owner May Stop the Work.....	60
13.06 Correction or Removal of Defective Work.....	61
13.07 Correction Period.....	61
13.08 Acceptance of Defective Work.....	62
13.09 Owner May Correct Defective Work	62
Article 14 – Payments to Contractor and Completion.....	63
14.01 Schedule of Values	63
14.02 Progress Payments	63
14.03 Contractor’s Warranty of Title	66
14.04 Substantial Completion.....	66

14.05 Partial Utilization	67
14.06 Final Inspection.....	68
14.07 Final Payment	68
14.08 Final Completion Delayed.....	69
14.09 Waiver of Claims	69
Article 15 – Suspension of Work and Termination	70
15.01 Owner May Suspend Work	70
15.02 Owner May Terminate for Cause	70
15.03 Owner May Terminate For Convenience	71
15.04 Contractor May Stop Work or Terminate	72
Article 16 – Dispute Resolution	72
16.01 Methods and Procedures.....	72
Article 17 – Miscellaneous	73
17.01 Giving Notice.....	73
17.02 Computation of Times	73
17.03 Cumulative Remedies.....	73
17.04 Survival of Obligations.....	74
17.05 Controlling Law	74
17.06 Headings.....	74

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. Bidder—The individual or entity who submits a Bid directly to Owner.
 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. Contractor—The individual or entity with whom Owner has entered into the Agreement.
16. Cost of the Work—See Paragraph 11.01 for definition.
17. Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. 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 and delivered by the last of the two parties to sign and deliver.
19. Engineer—The individual or entity named as such in the Agreement.
20. Field Order—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements—Sections of Division 1 of the Specifications.

22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. Liens—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. Notice to Proceed—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. PCBs—Polychlorinated biphenyls.
31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and

“substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.
47. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. Unit Price Work—Work to be paid for on the basis of unit prices.
50. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, And Provide:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. A preliminary Schedule of Submittals; and
 3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for

sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. 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 labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or

authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers,

directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 1. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 3. Differs materially from that shown or indicated in the Contract Documents; or
 4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 5. Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data;
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition,

- Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and

against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- E. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. By any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued

(and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. Include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall advise Contractor in writing whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds or insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent

by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, 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 the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish

satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) It has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) There will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items:
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) Shall certify that the proposed substitute item will:
 - a) Perform adequately the functions and achieve the results called for by the general design,
 - b) Be similar in substance to that specified, and
 - c) Be suited to the same use as that specified;
 - 2) Will state:

- a) The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) Whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) Will identify:
 - a) All variations of the proposed substitute item from that specified, and
 - b) Available engineering, sales, maintenance, repair, and replacement services; and
 - 4) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. **Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. **Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. Shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. 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.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. 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 if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment

of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such 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, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. **Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. **Loading Structures:** Contractor shall not load nor 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 stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other 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.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident

thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and
 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. 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 Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the 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 decision thereon will be final and binding (except as modified by Engineer to reflect changed factual

conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. **Engineer's Decision Required:** All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit

- any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. Engineer's Action: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. Deny the Claim in whole or in part;
 2. Approve the Claim; or
 3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of

their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the 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. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the 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, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:
1. Contractor agrees that:
 - a. The cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. Contingency Allowance:
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the

- Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. As otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. 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.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. Repair such defective land or areas; or
 2. Correct such defective Work; or
 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
 - C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
 - D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
 - E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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 Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. The Work has progressed to the point indicated;
 - b. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests

called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. There may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. To supervise, direct, or control the Work, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. To determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. The Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. There are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay

Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. 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 Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, 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 therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform

Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, 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 Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the

Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against Owner that Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under

the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment 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 for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. 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);
 2. Incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. Complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. Reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. Agrees with the other party to submit the Claim to another dispute resolution process; or
3. Gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph 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.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and

acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

**SECTION 00 70 50
RELEASE OF ALL CLAIMS**

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of: _____

Dollars (\$ _____) set out in the accompanying Estimate Statement No. _____

Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

Contractor

Title: _____

(SEAL)

Taken, sworn, and subscribed to before me this _____ day of _____, 20____.

Notary Public Signature

Notary Public (Print or Type)

(SEAL)

My commission Expires: _____

END OF SECTION

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Constitutions Contracts:

- SC-1.01.A.52 Compensable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.
- SC-1.01.A.53 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 13.07 of the General Conditions, as supplemented.
- SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.
- SC-1.01A.55 Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.
- SC-1.01A.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

- SC-1.01A.57 Initiation of Operation - The date when the OWNER actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The OWNER shall not be deemed to have accepted the Work until Initiation of Operation.
- SC-1.01A.58 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.
- SC-1.01A.59 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.
- SC-1.01A.60 Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01310: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.61 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01A.62 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.
- SC-1.01A.63 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents."
- SC-2.02 Modify paragraph 2.02A of the General Conditions:
- A. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents.
- SC-2.03 Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place.

- A. A “Notice to Proceed” may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

- D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

- E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."

SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:

- J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the

CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 12 of the Standard General Conditions.

SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. Of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:
 - a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

All Surety Companies are subject to approval and may be rejected by the OWNER without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.
 - a. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
3. Requirements:
 - a. Policyholders surplus is required to be five (5) times the amount of any one bond.
 - b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.

SC-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- D. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.05A Delete paragraph 5.05A of the Standard General Conditions in its entirety.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment are to be included in an Application for Payment.
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

- SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.
- SC-5.06D Delete paragraph 5.06D of the Standard General Conditions in its entirety.
- SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.
- SC-5.07 Delete paragraph 5.07 of the Standard General Conditions in its entirety.
- SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:
- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.
- SC-6.01 Add the following sub-paragraphs immediately after paragraph 6.01B of the Standard General Conditions which are to read as follow:
- C. The Owner reserves the right to review and approve the resident superintendent.
- SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:
- C. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than eight (8) hours per day at 5 days per week or ten (10) hours per day at 4 days per week totaling forty (40) hours per week during weekdays. Requests to Work during other regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.
- D. The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-6.02C. The rate paid to the OWNER by the CONTRACTOR for additional engineering and construction observation changes shall be in accordance with the existing Contract between the OWNER and ENGINEER.

- E. The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

SC-6.06 Delete paragraphs 6.06A and 6.06B of the Standard General Conditions and insert the following in its place:

- A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.
- B. However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

- A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.
- B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. The Engineer has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Engineer does not have the authority to stop the work of any construction contractor. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

- G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or

flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

- D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and other security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

- E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-6.20B Delete paragraph 6.20B of the Standard General Conditions in its entirety and insert the following in its place:

- B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

7.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.
2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
4. If the Work is delayed because of any acts of omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-9.08 Delete paragraphs 9.08A-C in their entirety and insert the following:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER

within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

- SC-9.08 Re-letter paragraph 9.08D as 9.08B.
- SC-9.08 Add the following sentences to the end of paragraph 9.08B of the Standard General Conditions:
- "No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."
- SC-9.09 Delete paragraph 9.09 of the Standard General Conditions in its entirety.
- SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:
- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- SC-12.02 Delete paragraphs 12.02A and 12.02B of the Standard General Conditions in its entirety and insert the following in its place:
- A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or

circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 14.07 of the Standard General Conditions.

- B. No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.
- C. No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Construction Progress Schedules, of the General Requirements.
- D. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-12.06 Paragraph 12.06B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

- B. Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04B.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order

shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties..."

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

- C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

- 5. When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

Add the following new paragraphs immediately after paragraph 13.07E:

- F. Subject to adjustments as described in sub-paragraph 13.07G, the period during which the CONTRACTOR must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the OWNER (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.
- G. No later than thirty (30) days before Initiation of Operation the OWNER shall notify the CONTRACTOR in writing of the date upon which Initiation of Operation is expected to occur, and the CONTRACTOR shall ensure that the Work is ready in its entirety by such date for use by the OWNER as contemplated in the Contract Documents.
- H. From the date of Substantial Completion until Initiation of Operation, the CONTRACTOR shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The CONTRACTOR shall rebuild, repair, restore, and make good at no cost to the OWNER, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the OWNER, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall

not relieve the CONTRACTOR of its responsibility for the Work as herein specified. The CONTRACTOR's responsibilities under this paragraph 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

- I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner's option and at the Owner's sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

- A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute

arises. The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of Volusia County, Florida. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use, are contained in the subsequent pages of these Supplementary Conditions.

END OF SECTION

SECTION 00 80 00A

**CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE****I. INSURANCE**

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. WORKERS' COMPENSATION - STATUTORY - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

- B. COMMERCIAL GENERAL LIABILITY - with minimum limits of:

\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

- A. BUILDER'S RISK - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

- (1) Maximum Deductible - \$5,000 each claim

- (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

- A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
- C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

- VII.** The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VIII.** A Wavier of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>	Minimum Limits Required	
<u> X </u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u> X </u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
___	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
___	_____	\$ <u>1,000,000</u>	Each Occurrence
___	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u> X </u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
___	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
___	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
___	<u>Other</u>		
	_____	\$ _____	
	_____	\$ _____	
<u> X </u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u> X </u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificates must identify bid number and bid title.		
<u> X </u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Attachment: HH117.1_US1 Median Landscape Specifications_08.21.17 (1821 : US-1 Landscaping Project Recommendation of Award of Bid

**SECTION 00 81 50
SPECIAL CONDITIONS**

Period of Offer Validity:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

Contract Term / Completion Time:

The term of the contract shall be from the notice to proceed. Substantial completion will be 150 calendar days with final completion being 180 calendar days which includes maintenance.

Liquidated Damages for Failure to Complete the Work:

Applicable liquidated damages of \$1,584.00 will apply per calendar day.

Eligibility of Contractor:

To be eligible to respond to this ITB, the Contractor must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB. Please provide Form #850-070-09 (Experience in Landscaping) with your submittal.

REQUIRED DOCUMENTATION DURING CONSTRUCTION:

The awarded contractor will be required to submit the following standard Florida Department of Transportation (FDOT) forms during construction:

Form #700-010-08 – MOT Review Report

Form #700-011-10 – Landscape Monthly Inspection Form and Certification

Form #700-011-12 – Contractor Certification of Installation

Exhibit A – Special Provisions

1. E-Verify

Contractors and subcontractors performing work or providing services shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

2. Subletting or Assignments of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the City of Holly Hill.

3. Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the FDOT right-of-way must have Tier I Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<http://www.dot.state.fl.us/emo/sched/train1.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

4. Pre-qualification or Experienced Qualified Contractor

This project requires either an FDOT Pre-qualified contractor or an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects.

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

- (i) Project name with a brief description that evaluates the landscape work performance.
- (ii) Location of the project (city, state)
- (iii) Professional substantiation of the contractor's skills, efficiency, and competence.

- (3) FDOT Prequalification in Landscaping can be substituted for the required work experience.

5. Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping. Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544

END OF SECTION

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS**

OWNER: _____

ENGINEER: _____ PROJECT NO. _____

CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____

RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

☐

CONTRACTOR

☐

FIELD (INSPECTOR)

☐

OWNER

☐

ARCHITECT

☐

OTHER: _____

END SECTION

SECTION 00 84 10
NOTICE OF AWARD FORM

Date: _____

Contractor: _____

Project: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS**
BID NO. 16CRA1

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____
Dollars (\$_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ◆ Agreement Between Owner and Contractor
- ◆ Payment and Performance Bond
- ◆ Public Construction Bond
- ◆ Insurance Requirements
- ◆ Affidavit Regarding Workman's Compensation
- ◆ Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20____.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

Date: _____

(Title)

END OF SECTION

**SECTION 00 84 20
NOTICE TO PROCEED FORM**

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20____, and _____, 20____, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION

SECTION 00 84 30
CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. _____ _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

(Engineer)

By: _____
Name Typed (Date)

(Authorized Signature)

ACCEPTED BY:

(Contractor)

By: _____
Name Typed (Date)

(Authorized Signature)

APPROVED BY:

Owner

By: _____
Name Typed (Date)

(Authorized Signature)

END OF SECTION

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$ 0.00	\$ 0.00
Approved this month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net Change by Change Orders			\$ 0.00

1.	ORIGINAL CONTRACT SUM	\$ 0.00
2.	Net Change by Change Order	\$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	\$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	\$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	\$
	b. ____% of Stored Material	\$
	Total Retainage (Line 5a and 5b)	\$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION	\$ 0.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 0.00

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Quentin L. Hampton Associates, a Mead & Hunt Company

By: _____

(Authorized Signature)

Date: _____

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

00 84 40-3

SECTION 00 84 40
BID ITEM PAY REQUEST FORM

Application No.

Project:

Owner:

Application Date:**Period Ending:****Contractor:**[illegible]

Section 00 84 60

Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

[illegible]

Subtotal
Sales Tax
Total

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
 Owner

And To: _____
 Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

 Date of Substantial Completion

Certificate of Substantial Completion
 Page 1 of 3

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion

Page 2 of 3

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20__.

(Engineer)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

(Contractor)

By _____

Certificate of Substantial Completion
Page 3 of 3

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: **"U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS"**, dated the ____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$ _____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

END OF SECTION

Financial Management No.: 439690-1-58-01 Agency: City of Holly Hill Contract No: AS 401	Fund: DS Activity: 215 Contract Amount: \$860,233.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F 596000337 001
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HOLLY HILL

This Agreement, made and entered into this 29th day of November, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF HOLLY HILL**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2016-R-666 dated the 8th day of November, 2016, a copy of which is attached hereto as Exhibit "G" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street", in the DEPARTMENT'S Fiscal Year 2016/2017 and Fiscal Year 2017/2018, said Project being known as FM #439690-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by February 28, 2018, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in

Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager at the address listed on Page 15. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the

Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 15, or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experienced qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform

independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due

care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways,

and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. **Project Cost:** The total estimated cost of the Project is **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A" – Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. **DEPARTMENT Participation:** The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

i) This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after July 1, 2017. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before July 1, 2017, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any

part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of \$500,000.00 (Five Hundred Thousand Dollars and No/100).

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439690-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide

the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the

LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such

breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

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

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

Holly Lopenski
 Program Coordinator
 719 South Woodland Boulevard, M.S. 4-520
 DeLand, Florida 32720-6834
 PH: (386) 943-5520
holly.lopenski@dot.state.fl.us

Richard Grooms
 Design Project Manager/MS 3-510
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5374
richard.grooms@dot.state.fl.us

Vince Vacchiano
 Construction Project Manager/MS 3-506
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

Mark T. Juliano
 Public Works Director
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 PH: (386) 248-9463
mjuliano@hollyhillfl.org

FM #439690-1-58-01
Page 16 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 15th day of November, 2016, and the DEPARTMENT has executed this Agreement this 29 day of November, 2016.

CITY OF HOLLY HILL

By: [Signature]
Name: Joseph Forte
Title: City Manager

As approved by the Board on:

Tuesday, November 8, 2016.

Attest:

[Signature]

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:

[Signature]
Executive Secretary

Legal Review:

[Signature]
Local Government Attorney

Legal Review:

[Signature]

Financial Provisions Approval by
The Office of the Comptroller on:

November 20, 2015

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

November 21, 2016

Exhibit "A"

SCOPE OF SERVICES

Financial Management Number: 439690-1-58-01

Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street (Section 79030000; Milepost 1.192 to Milepost 3.849). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department's Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit "E" hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City hereby approves and delegates to Joe Forte, City Manager, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.

Exhibit "B"

METHOD OF COMPENSATION

Financial Management Number: 439690-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after **July 1, 2017**. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before **July 1, 2017**, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be

FM #439690-1-58-01
 Page 20 of 30
 10/4/2016

Original Draft: 7/28/2016
 Revised:

obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of \$500,000.00 (Five Hundred Thousand Dollars and No/100).

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

FM #439690-1-58-01
 Page 21 of 30
 10/4/2016

Original Draft: 7/28/2016
 Revised:

Exhibit "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 439690-1-58-01

Advertises for bids	January 2017
Bids Construction (bid opening)	February 2017
Select Construction Firm (BCC approval)	March 2017
Give NTP	April 2017
Earliest Construction Start	April 2017
Latest Construction Finish	November 2017
Construction Contract Closeout	December 2017
Final Invoice and Closeout Documentation to the Department	February 2018

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Number: 439690-1-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current

edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit "E" hereto shall apply to this Agreement and to all work on the Project.

Exhibit "E"

SPECIAL PROVISIONS

Financial Management Number: 439690-1-58-01

Subletting or Assignment of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT's FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

FM #439690-1-58-01
Page 28 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544.

Exhibit "F"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and the City of Holly Hill

PROJECT DESCRIPTION: "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street".

FINANCIAL MANAGEMENT ID# 439690-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20____.

By: _____

Name: _____

Title: _____

**LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL
COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

FM #439690-1-58-01
Page 30 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

Exhibit "G"

RESOLUTION

Financial Management Number: 439690-1-58-01



City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

Valerie Manning
City Clerk
386-248-9441
www.hollyhillfl.org

Meeting: 11/08/16 07:00 PM

DOC ID: 1482

CRA AGENDA ITEM (ID # 1482)

Resolution 2016-R-66 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida; Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.

RESOLUTION 2016-R-66

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The enhanced landscaping project will provide beautification to the US1 corridor; and

WHEREAS, Financial assistance has become available through a Joint Participation Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Holly Hill Community Redevelopment Agency hereby authorizes the City Manager to execute a Joint Participation Agreement with the Florida Department of Transportation.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

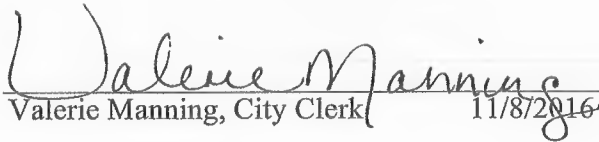
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of NOVEMBER, 2016.



John Penny, Mayor

11/8/2016



Valerie Manning, City Clerk

11/8/2016

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 8, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1481)
APPLICANT:
PLANNER:

DISCUSSION:

On December 8, 2015 the City Commission approved staff to submit an application to the Florida Department of Transportation (FDOT) for a bold landscaping grant to improve the medians along US-1 within the City limits of Holly Hill. FDOT has approved the City's application and has granted funding in the amount of \$860,233.00. Of this funding, \$500,000.00 has been approved and encumbered by the Florida Legislature for Fiscal Year 2016/2017. The additional \$360,233.00 will be allocated in Fiscal Year 2017/2018 contingent on annual appropriation by the Florida Legislature.

Work will include the removal of existing landscaping and the installation of bold landscaping and sod in medians along US1. Of this work, the City will be reimbursed for all work aside from design, construction inspections, sod, irrigation and MOT. Although the exact cost of this portion of work cannot be determined until bids are received, there is \$175,000.00 allocated towards the City's portion of this project in the current budget year. In addition, there is \$500,000.00 allocated in the current year budget to cover expenses prior to FDOT grant reimbursement.

It is the recommendation of staff that this grant be accepted and advertised for bid.

FISCAL ANALYSIS:

Actual cost to the City will be determined upon the analysis of bids received. \$175,000.00 has been allocated in the current budget year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens

MOTION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

ATTACHMENTS:

- JPA DOT Landscaping Improvements US1 (2) (PDF)

Resolution No. (ID # 1481)

RESOLUTION 2016-R-67 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2016-R-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the enhanced landscaping project will provide beautification to the US1 corridor; and

WHEREAS, Financial assistance has become available through a Joint Participation Agreement with the Florida Department of Transportation.

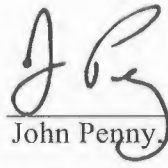
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a Joint Participation Agreement with the Florida Department of Transportation.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

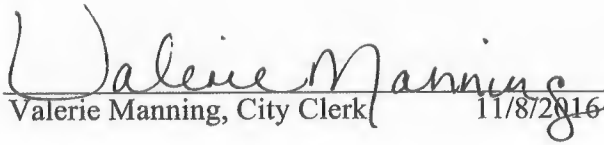
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of NOVEMBER, 2016.



John Penny, Mayor

11/8/2016



Valerie Manning, City Clerk

11/8/2016

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

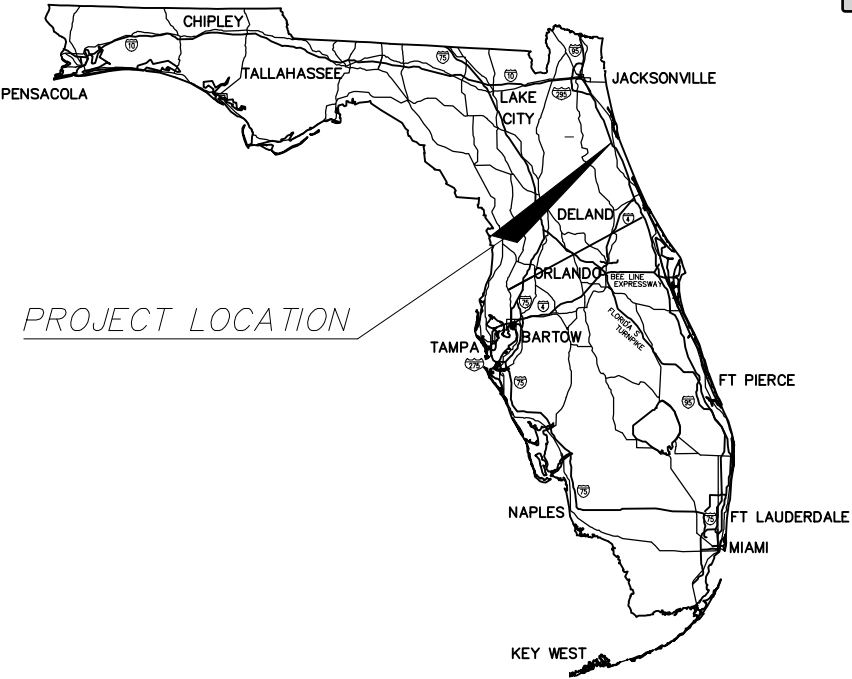
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID. No.
No. 439690-1
BID No. TBD

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

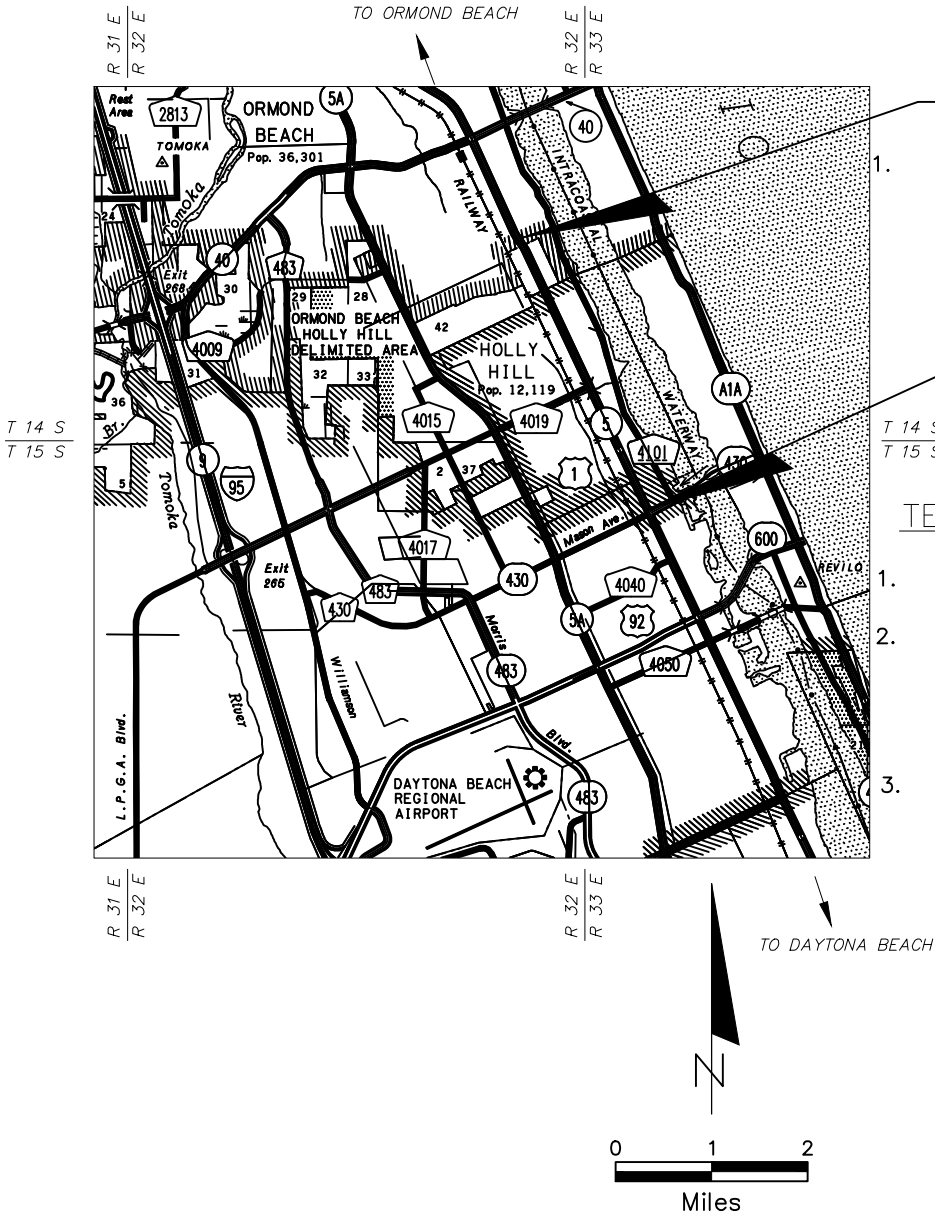
US1-SR5 WELCOME SIGN LIGHTING



PROJECT LOCATION

INDEX OF PLANS

SHEET No.	SHEET DESCRIPTION
1	COMPONENT COVER SHEET
2	PLAN, RISER DIAGRAMS, NOTES, & PANEL SCHEDULE



NORTH ENTRY SIGN
STA PT. 1112+10

SOUTH ENTRY SIGN
POB 972+00



THE CITY OF HOLLY HILL,
PROJECT MANAGER:
MARK T. JULIANO
PUBLIC WORKS DIRECTOR

TEMPORARY TRAFFIC CONTROL NOTES:

1. THE EXISTING SPEED LIMITS OF 35 MPH SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS MAINTENANCE OF TRAFFIC PLAN IS PROVIDED TO DESCRIBE THE MINIMUM CRITERIA. CONTRACTOR SHALL DEVELOP HIS OWN MOT PLAN BASED UPON HIS SPECIFIC MEANS AND METHODS OF CONSTRUCTION. THIS PLAN MUST BE SUBMITTED AND APPROVED BY F.D.O.T. PRIOR TO ANY TRAFFIC PLAN CHANGES APPLICABLE DESIGN STANDARDS INCLUDING 613 SHALL BE SUBMITTED.
3. NO LANE CLOSURES WILL BE ALLOWED FROM 7:00 AM TO 8:00 PM. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. IN ACCORDANCE WITH F.D.O.T. SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, BLACK COLLEGE REUNION AND BIKETOBERFEST.

PLANS PREPARED BY:

RICHARD E. KRANZ, P.E. #40787
2615 SPRUCE CREEK BLVD.
PORT ORANGE, FLORIDA 32128
PHONE: (386) 405-3205

ELECTRICAL PLANS
ELECTRICAL ENGINEER OF RECORD: RICHARD E. KRANZ, P.E.

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY, 2017 DESIGN STANDARDS HEREIN,
AND 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT
DOCUMENTS.

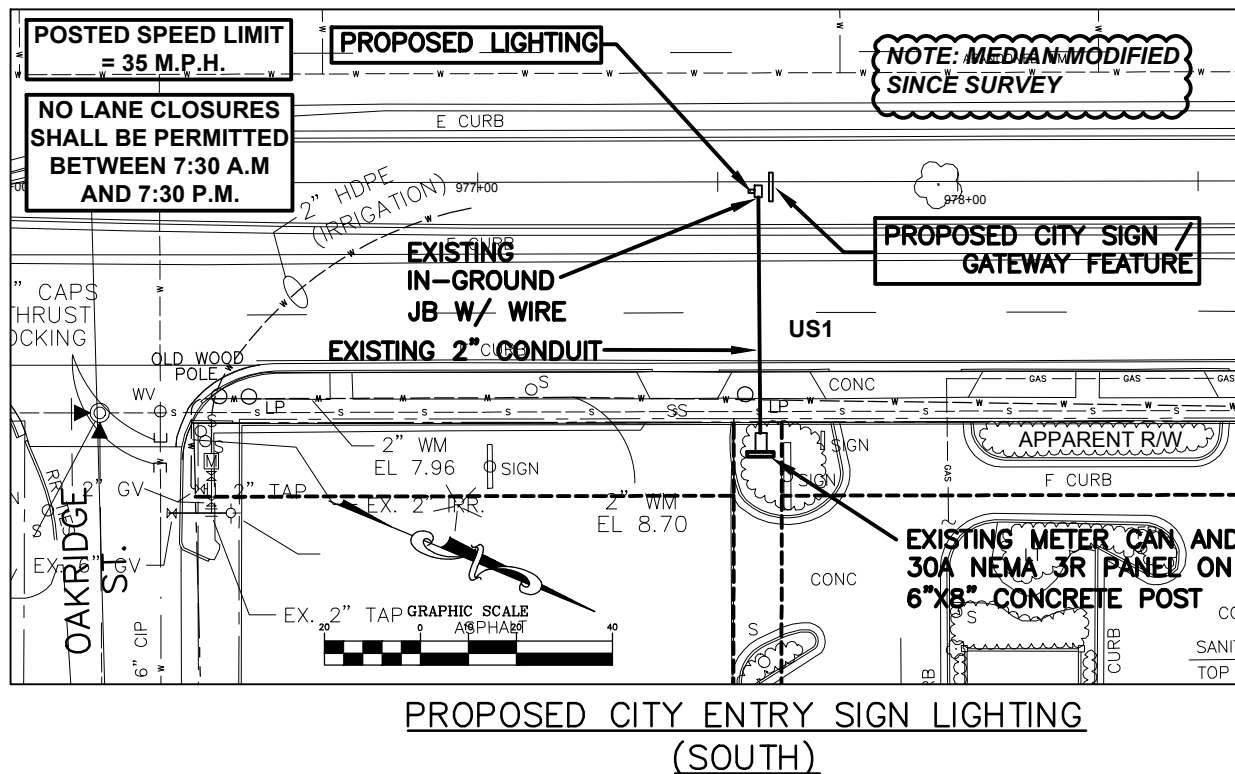
FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/rddesign/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE
FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/specificationsoffice/>



PROJECT NOTES

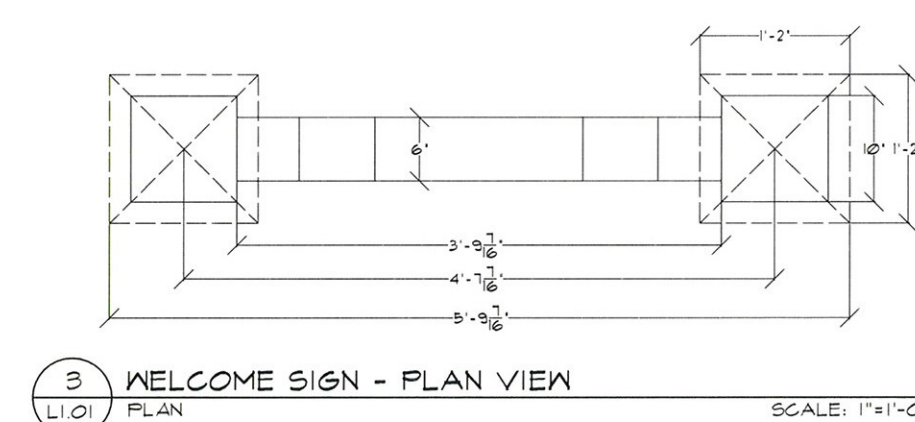
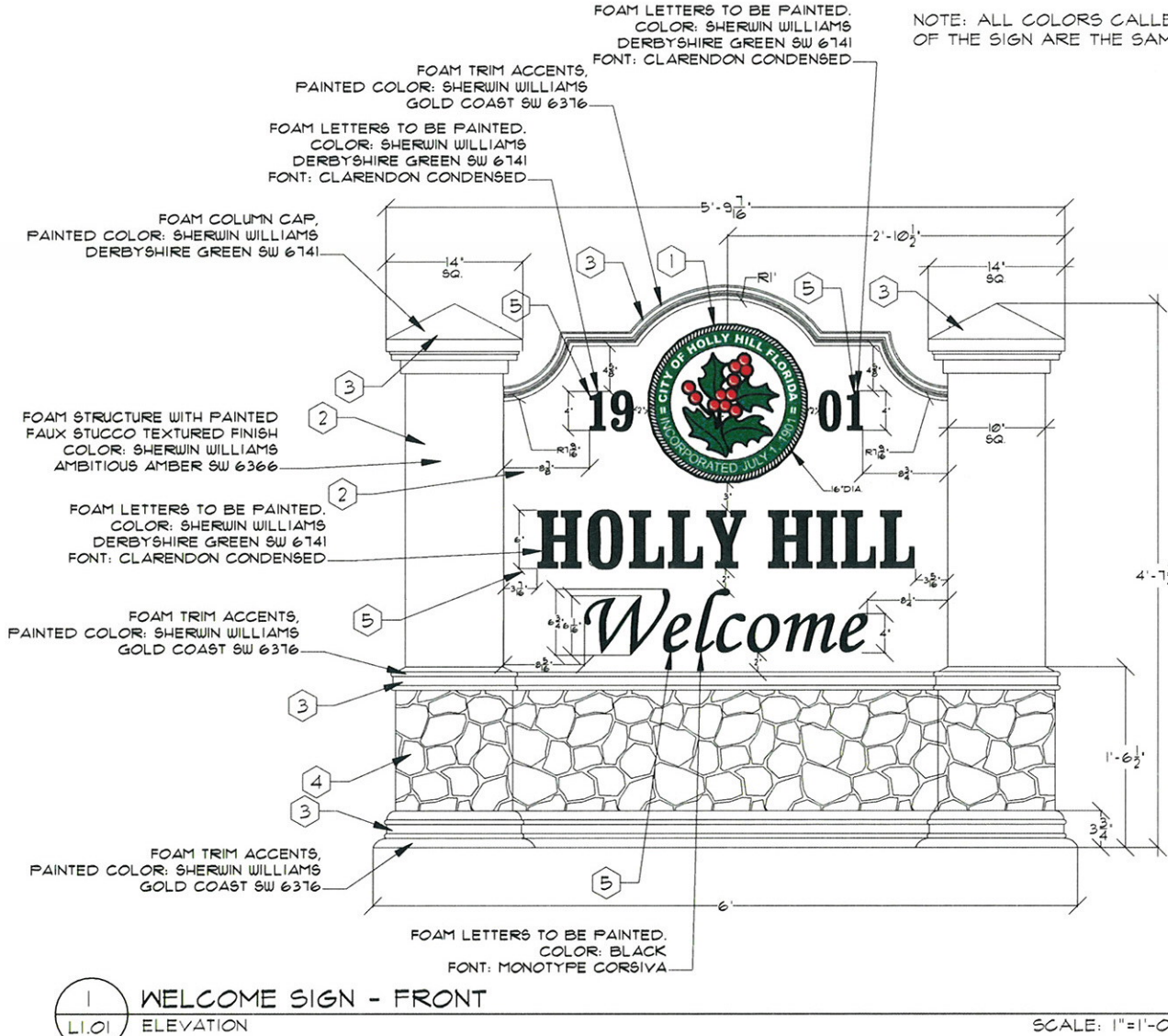
1. ALL WORK AND MATERIAL TO COMPLY WITH THE LATEST VERSION OF THE NEC AND FLORIDA DOT STANDARDS.
2. PROVIDE COSTS FOR ALL PERMITS AND INSPECTIONS IN YOUR BID.
3. ALL CONDUIT STRAPS, HARDWARE AND SUPPORT FITTINGS TO BE 316 SS.
4. ALL BURIED SCH 40 PVC CONDUIT TO HAVE A MINIMUM COVER OF 24".
5. INDIVIDUAL 30A FPL SERVICES ARE REQUIRED FOR EACH OF THE TWO SIGN LOCATIONS. THESE SERVICES HAVE BEEN PREVIOUSLY INSTALLED BY OTHERS BUT WILL REQUIRE CO-ORDINATION OF THE FINAL CONNECTION WITH THE CITY OF HOLLY HILL. BY THIS CONTRACT, RUN A NEW 1/2" PVC CONDUIT FROM THE EXISTING "IN GROUND" JB LOCATED IN THE ROAD MEDIAN TO THE NEW SIGN LIGHT FIXTURE PVC JB ATTACHED TO THE CONCRETE MOUNTING POST. MOUNT THE LIGHT FIXTURE FOR EACH SIGN ON THE TOP OF THE 4" SQUARE CONCRETE POSTS PER THE DRAWINGS. USE THE CONDUIT WIRING AND CORD GRIP FITTINGS BETWEEN THE CONCRETE POST JB AND THE NEW LIGHT FIXTURE. MOUNT THE LIGHT FIXTURE AT THE CENTER OF THE SIGN AND ADJUST FIXTURE LIGHT VISORS TO ELIMINATE GLARE TO TRAFFIC PER FLORIDA DOT REQUIREMENTS. THE CITY OF HOLLY HILL MUST ALSO APPROVE THE AIMING OF THE FIXTURES. THE EXISTING ELECTRIC SERVICE AND SIGN LOCATIONS ARE SHOWN ON THE INDIVIDUAL SITE PLANS FOR EACH NEW SIGN.



2

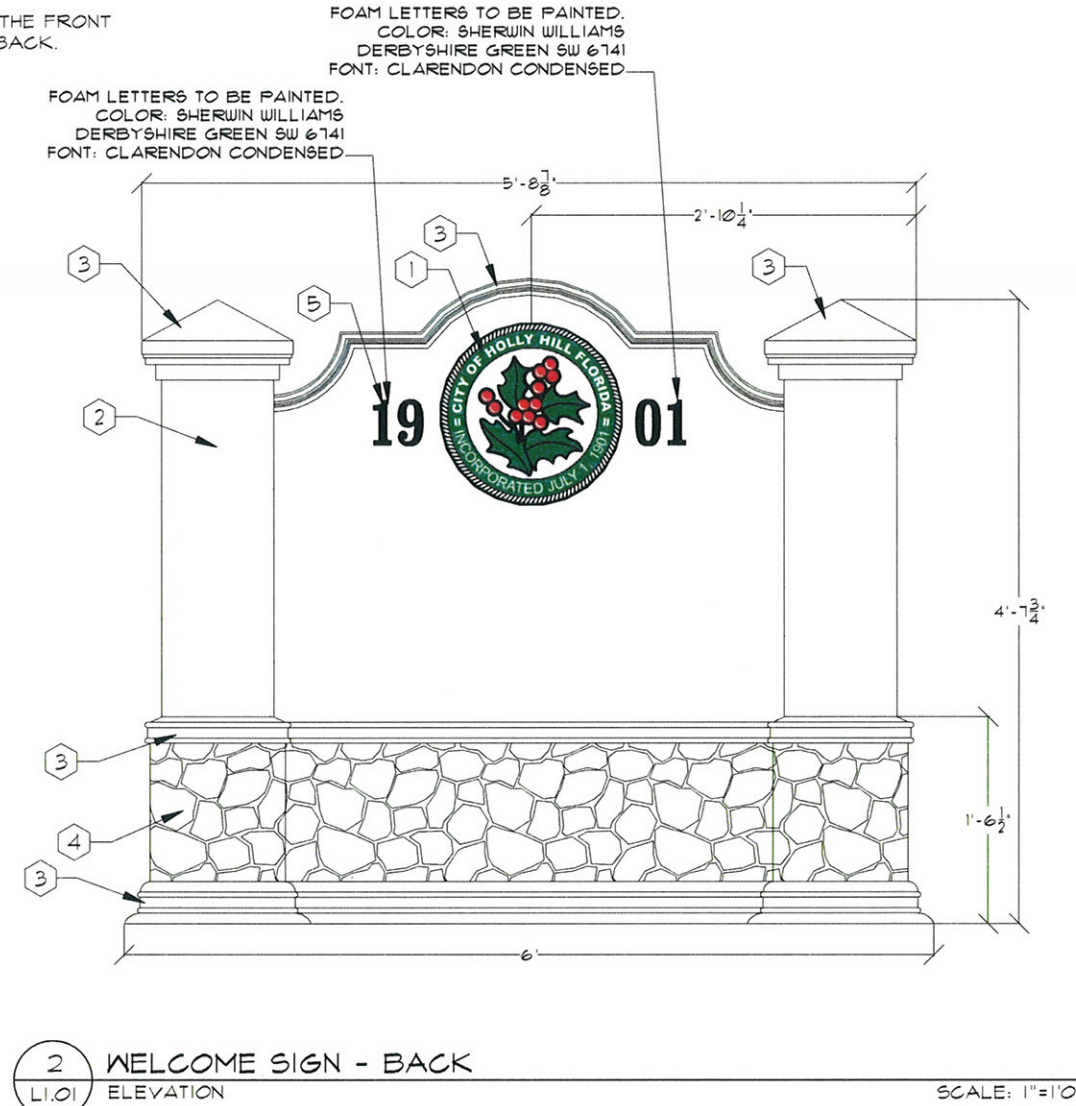
Packet Pg. 229

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LEGEND

- 1 CITY LOGO, 1/4" THICK X 16" DIA. GRAPHIC PANEL MANUFACTURED OUT OF FOAM. MANUF BY ATLANTIC FOAM OR ACCEPTABLE EQUAL. 401-328-9444. DIGITAL GRAPHIC FILE OF LOGO TO BE PROVIDED BY LANDSCAPE ARCHITECT. GRAPHIC WILL BE CARVED OUT OF FOAM AND PAINTED TO MATCH DIGITAL FILE.
- 2 SIGN STRUCTURE TO BE FABRICATED OUT OF 1/2" E.P.S. FOAM, COATED WITH FUTURA HARD COAT, PRIMED WITH AN EPOXY PRIMER AND PAINTED WITH A FAUX STUCCO TEXTURED FINISH. COLORS AS NOTED ON DETAIL. TO BE MANUFACTURED BY ATLANTIC FOAM OR ACCEPTABLE EQUAL, 401-328-9444.
- 3 WAINSCOT SILL TRIM ACCENTS, COLUMN CAPS, AND WALL CAPS MADE OF FOAM. COLOR AS CALLED OUT ON DETAIL. TO BE MANUFACTURED BY ATLANTIC FOAM OR ACCEPTABLE EQUAL, 401-328-9444. CONTACT SHERRI WILKIE.
- 4 FOAM SCULPTED STONE AND FAUX PAINTED TO MATCH SAMPLE OF ROMANA OLD COUNTRY FIELDSTONE (CSV-368168) AS MANUFACTURED BY CULTERED STONE, 1-800-255-1721.
- 5 LETTERS TO BE MADE OF FOAM AND PAINTED, TO BE MANUFACTURED BY ATLANTIC FOAM OR ACCEPTABLE EQUAL, 401-328-9444.
- 6 CAST IN PLACE REINFORCED CONC. BASE AND FOOTING WITH BREAKAWAY METAL POLES IN SLEEVES DIRECT BURIED INTO FOOTER TO PROVIDE STRUCTURAL REINFORCEMENT FOR FOAM SIGN. CONTRACTOR'S SHOP DRAWINGS SHOULD FOLLOW REQUIREMENTS FOR BREAKAWAY SIGNS IN FDOT'S INDEX 11200 AND 11800. BREAKAWAY METAL POLES TO BE INSERTED IN SCH40 PVC INLINED SLEEVES IN FOAM SIGN. ALL REQUIREMENTS FOR FOOTER AND STRUCTURAL METAL POLES TO BE DETERMINED BY STRUCTURAL ENG. REGISTERED IN THE STATE OF FLORIDA AND STRUCTURAL ENGINEER WILL ENSURE THE SIGN MEETS THE MOST CURRENT FLORIDA BUILDING CODE AND LOCAL WIND LOAD REQUIREMENTS FOR VOLUSIA COUNTY AT 130MPH. FOAM SIGN TO BE ADHERED TO CONCRETE FOOTING WITH AN ENNER FOAM ADHESIVE OR APPROVED EQUAL.



*CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR WELCOME SIGN PRIOR TO CONSTRUCTION FOR OWNER/LANDSCAPE ARCHITECT'S APPROVAL SHOWING STRUCTURAL SUPPORT AND FOOTING DIMENSIONS. ALL SHOP DRAWINGS WILL NEED TO BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA. DESIGN MUST MEET MOST CURRENT FLORIDA BUILDING CODE WIND LOAD REQUIREMENTS FOR THIS AREA OF VOLUSIA COUNTY AT 130 MPH.

NOTE: ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARD INDICES, THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATIONS MANUAL.

RANDY RAIMAN
FL. REG. # 460

HARDSCAPE DETAILS

City of Holly Hill, FL
City Sign/Gateway Feature

ISSUE DATE	February, 2009
SCALE	As Noted
REVISIONS	
NO.	DATE
1	Per FDOT Comments dated June 19, 2009

PROJECT NO. 27121

hhi DESIGN
Better Living by Design!

planning, landscape architecture
& environmental graphics
423 south keller road, suite 300
orlando, fl 32810
phone 407.422.1449
fax 407.875.0851

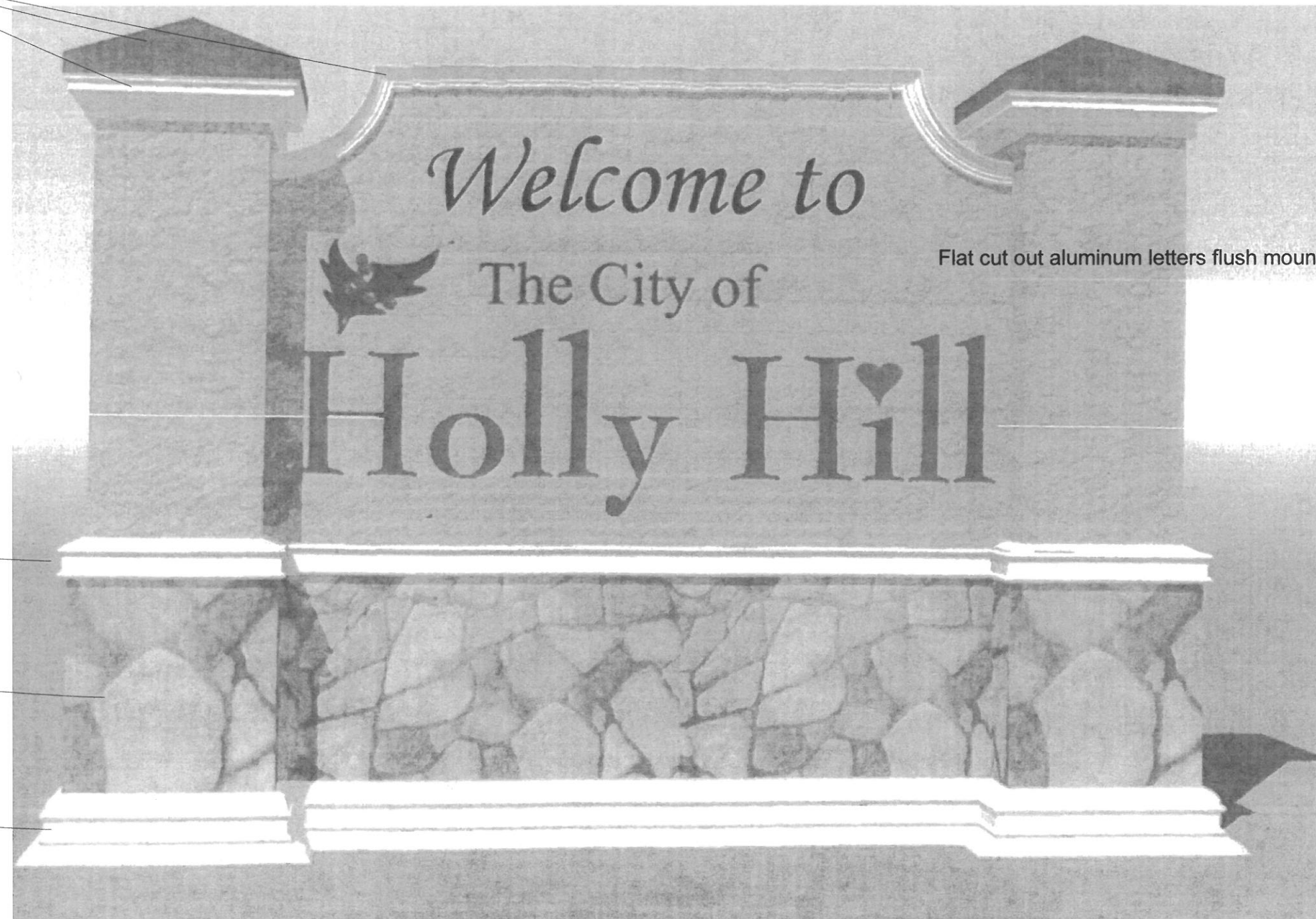


Foam Accent

Foam Accent

Faux Stone Finish

Foam Accent



Flat cut out aluminum letters flush mounted

Aluminum construction with stucco finish



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

**ADDENDUM NO. 1
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING
FM #439690-1-58-01
BID #16CRA1**

September 7, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated August 2017 as fully and completely as if the same were fully set forth therein.

The dates for the mandatory pre-bid, last day for questions, and Bid due date and time have each been postponed by one (1) week due to Hurricane Irma. Following are the new dates for such:

Mandatory Pre-Bid	Tuesday, September 19, 2017 @ 2:00 pm
Last Day for Questions	Wednesday, September 27, 2017 @ 5:00 pm
Bid Opening	Wednesday, October 4, 2017 @ 3:00 pm

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**ADDENDUM NO. 2
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING
FM #439690-1-58-01
BID #16CRA1**

September 28, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated August 2017 as fully and completely as if the same were fully set forth therein.

GENERAL

1. **Specification Section 00 31 00 – Schedule of Unit Prices:** Median #1 was inadvertently left off the Schedule of Unit Prices. The attached revised form is attached as part of this addendum and replaces the original provided form. All bidders shall use and submit this revised form with their bids.
2. In order to reduce the potential of variability in the amount of irrigation restoration work that bidders include in their bids, all bidders shall include removal and replacement of irrigation system including all zone piping, valves, controllers and heads. Cost of such to be included in median lump sum bid costs. All irrigation pipe to be white PR200 after the valve, white Schedule 40 before the valve. Valves to be sized according to the existing irrigation meter, either 1" or 1.5" Hunter ICV or approved equal. Irrigation heads to be Hunter Pro Series (Pressure Regulated) or approved equal; 15' radius @ 15' on-center, 6" pop-ups, one (1) bubbler per tree and two (2) bubblers per palm. Controllers shall be Hunter NODE Series Controllers or approved equal.

QUESTIONS:

1. On sheet LA-14 note #18 it says we are to warranty and maintain for a period of 2 years from date of final acceptance, please explain and clarify if you want a maintenance price for 2 years included in bid?

Answer: The maintenance period is for one (1) year.

2. Please clarify line item B for sign, we are to include costs of 2 signs from Don Bell, will the city provide the electric and permitting, also will we need to provide the M.O.T. for installation?

Answer: Bids are to include all costs to furnish and install signs, including electrical/lighting.

3. Will there be an addendum or clarification regarding the irrigation system? Will the bid tab be revised? Will the bid date remain October 4th at 3 p.m.?

Answer: Addressed in this addendum.

4. In reference to the bid tab form 003100-1, it prints out 10 x 12.94" instead of 8.5 x 11". Can it be reformatted so it prints out in the correct size (8.5 x 11")?

Answer: The attached revised bid form is attached and is formatted correctly.

5. The bid due date and time remain as October 4, 2017 at 3:00 p.m.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

**ADDENDUM NO. 3
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING
FM #439690-1-58-01
BID #16CRA1**

September 29, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated August 2017 as fully and completely as if the same were fully set forth therein.

QUESTIONS:

1. The sign/electric plans and the end of the specifications pages 202-204 are cut in half; the entire plan pages are needed for electrician to provide competitive pricing for electrical work. Can you please issue those entire plan pages?

Answer: Attached are the complete plans.

2. Is there a staging area the City can provide for the contractor to use?

Answer: No, Contractor to provide.

3. On LA-14 sod placement detail shows flat grade at curb. In the pre-bid meeting, the City indicated that up to 6" crown on median was acceptable, please confirm. Is this 6" crown measured above top of curb?

Answer: Yes; even at the curb, crowning up to 6" (max.).

4. The Tuscarora Crepe Myrtles as specified are not available in the State of Florida. Would a combination of Natchez and Muskogee Crepe Myrtles of the same specifications be acceptable for bidding purposes? Please note availability is extremely limited and availability at time of contract may be an issue.

Answer: No. Bids shall include specified material.

5. Specifications state the Medjool Palms must be Florida nursery grown; they are actually grown out of state and then brought to Florida nurseries for sale. FDOT is aware of this and we would like to confirm the City is also aware of this wording.

Answer: Acknowledged.

6. Having been the bidder that has done the most extensive research on the current irrigation system, there is extensive repair and replacement needed. Will you please provide a more detailed scope of work regarding irrigation so bidders are pricing the same scope of irrigation renovation in their median pricing of bids?

Answer: See Addendum #2.

7. The heads in the grass areas are 6" pop-ups. The prints indicate 12" pop-ups in the bed areas. Will we or will we not have to install 12" heads in the grass areas as well?

Answer: Six-inch (6") pop-ups to be used in grass area.

8. The plans indicate St. Augustine Sod to be installed on all medians throughout the entire project, please confirm.

Confirmed.

9. The bid due date and time remain as October 4, 2017 at 3:00 p.m.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

COMPONENTS OF CONTRACT PLANS SET

WELCOME SIGN ELECTRICAL PLANS

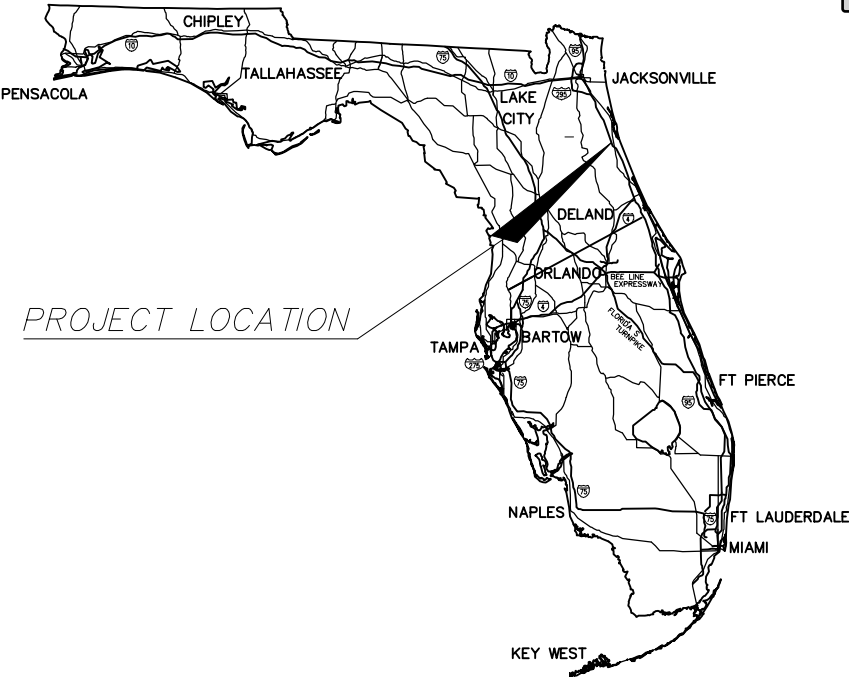
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID. No.
No. 439690-1
BID No. TBD

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

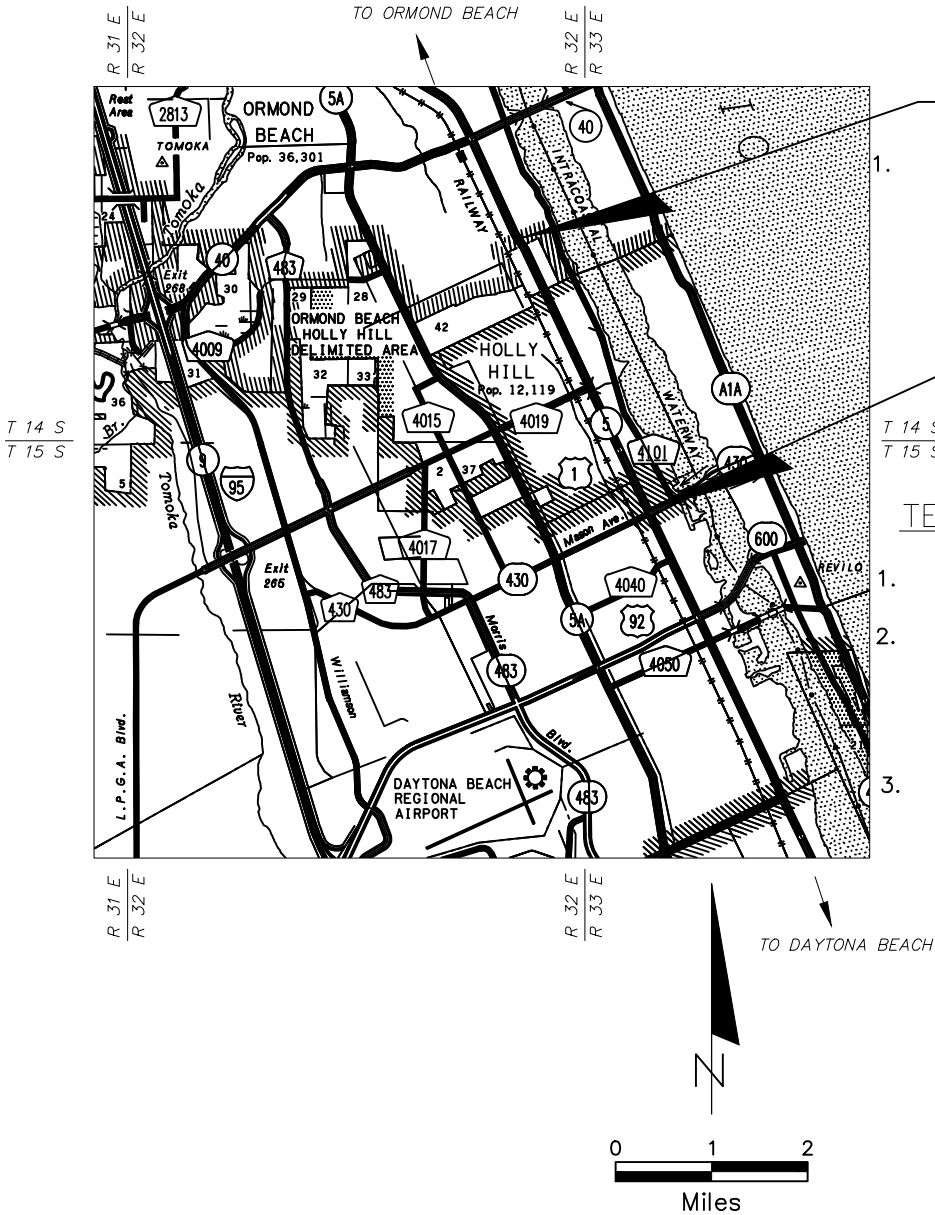
US1-SR5 WELCOME SIGN LIGHTING



PROJECT LOCATION

INDEX OF PLANS

SHEET No.	SHEET DESCRIPTION
1	COMPONENT COVER SHEET
2	PLAN, RISER DIAGRAMS, NOTES, & PANEL SCHEDULE



NORTH ENTRY SIGN
STA PT. 1112+10

SOUTH ENTRY SIGN
POB 972+00



THE CITY OF HOLLY HILL,
PROJECT MANAGER:
MARK T. JULIANO
PUBLIC WORKS DIRECTOR

TEMPORARY TRAFFIC CONTROL NOTES:

1. THE EXISTING SPEED LIMITS OF 35 MPH SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS MAINTENANCE OF TRAFFIC PLAN IS PROVIDED TO DESCRIBE THE MINIMUM CRITERIA. CONTRACTOR SHALL DEVELOP HIS OWN MOT PLAN BASED UPON HIS SPECIFIC MEANS AND METHODS OF CONSTRUCTION. THIS PLAN MUST BE SUBMITTED AND APPROVED BY F.D.O.T. PRIOR TO ANY TRAFFIC PLAN CHANGES APPLICABLE DESIGN STANDARDS INCLUDING 613 SHALL BE SUBMITTED.
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PLANS PREPARED BY:

RICHARD E. KRANZ, P.E. #40787
2615 SPRUCE CREEK BLVD.
PORT ORANGE, FLORIDA 32128
PHONE: (386) 405-3205

ELECTRICAL PLANS
ELECTRICAL ENGINEER OF RECORD: RICHARD E. KRANZ, P.E.

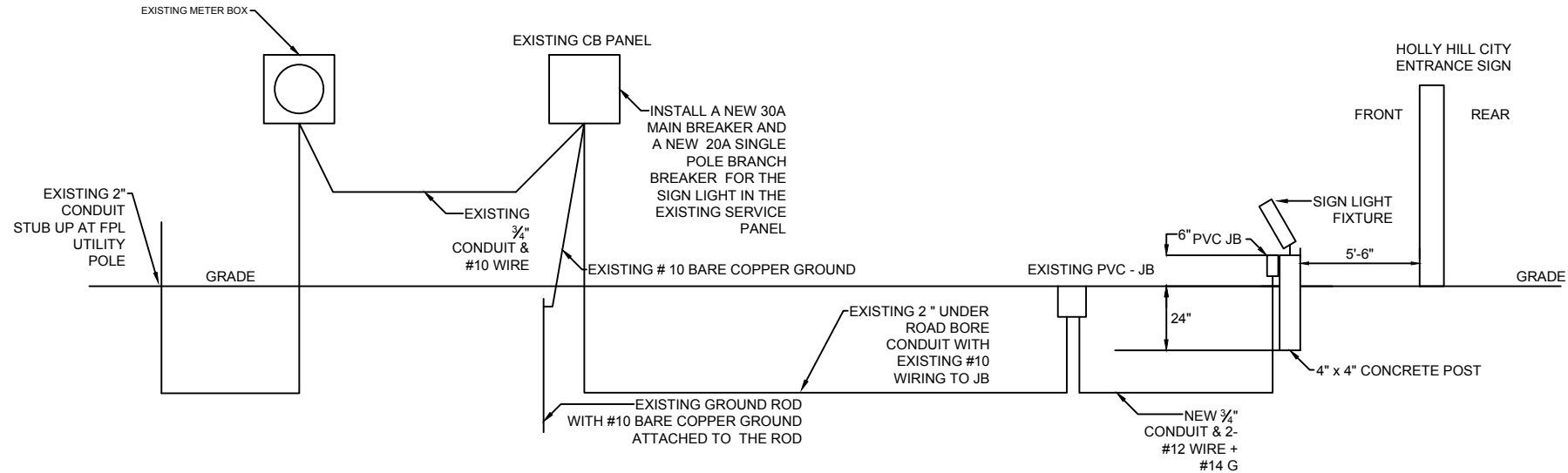
NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY, 2017 DESIGN STANDARDS HEREIN,
AND 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT
DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/rddesign/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE
FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/specificationsoffice/>



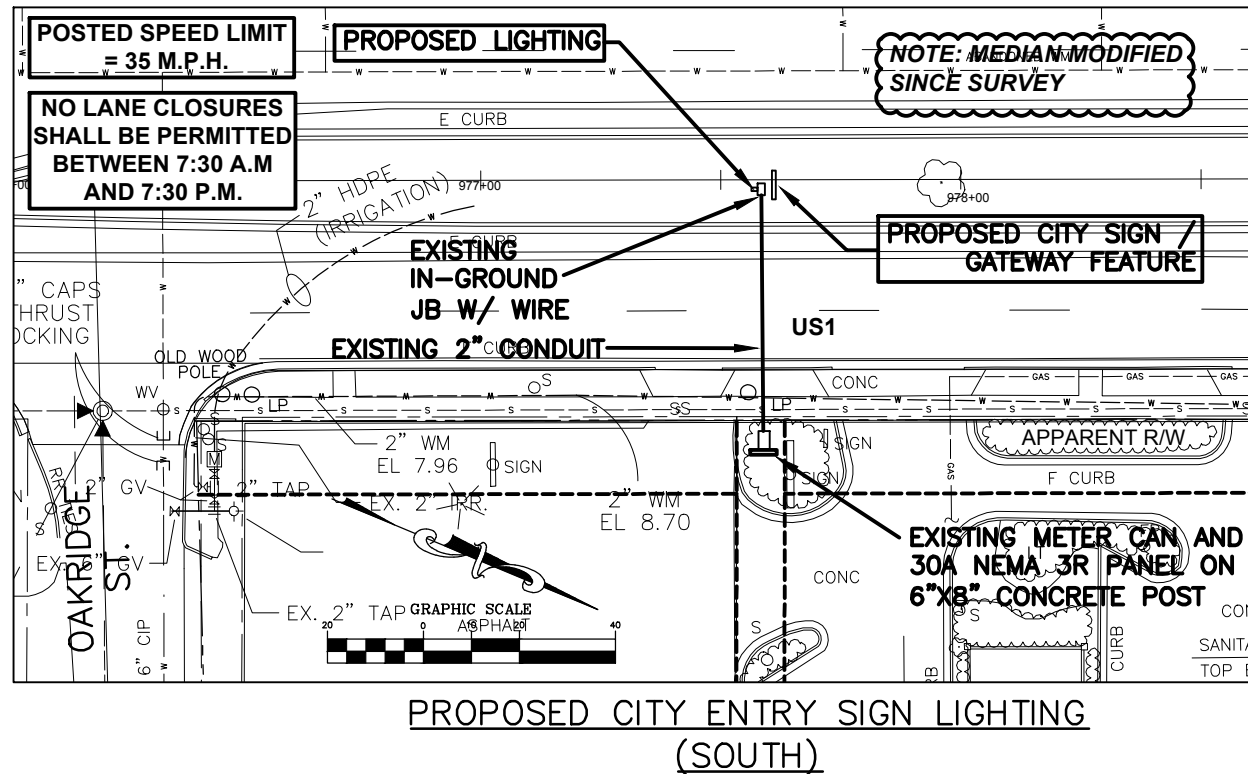
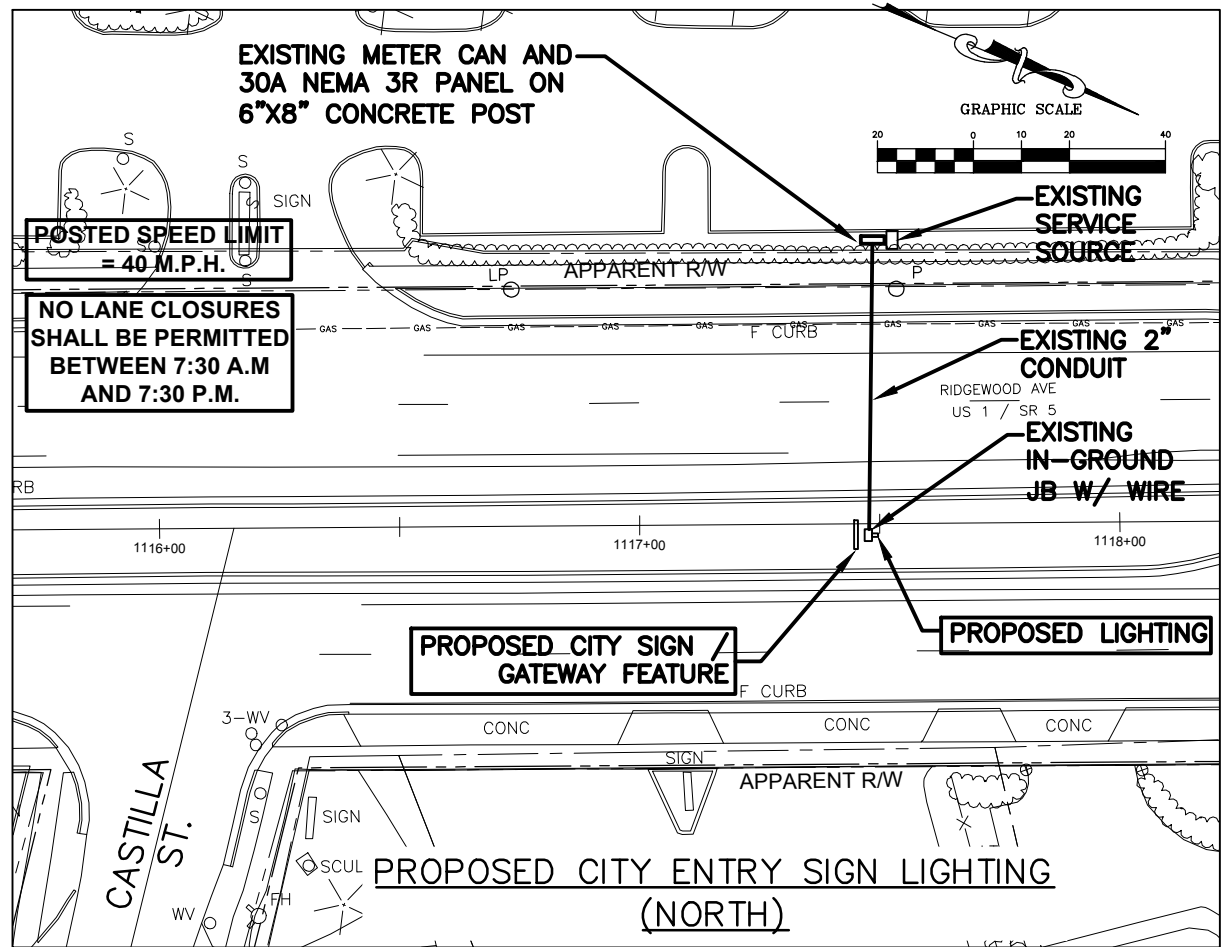
TYPICAL HOLLY HILL - US 1- CITY ENTRANCE SIGN LIGHTING

- NTS -

FIXTURE DISCRIPTION FOR EACH SIGN	
1 - LITHONIA LED FLOODS	MDL DSXF2 LED 3-A530/40K-MFL-MVOLT-YKC62-PE-DBXD
FIXTURE TO HAVE OPTIONAL "VISORS" AS NEEDED TO AVOID GLARE FOR HIGHWAY TRAFFIC PER FLORIDA DOT REQUIREMENTS.	

PROJECT NOTES

- ALL WORK AND MATERIAL TO COMPLY WITH THE LATEST VERSION OF THE NEC AND FLORIDA DOT STANDARDS.
- PROVIDE COSTS FOR ALL PERMITS AND INSPECTIONS IN YOUR BID.
- ALL CONDUIT STRAPS, HARDWARE AND SUPPORT FITTINGS TO BE 316 SS.
- ALL BURIED SCH 40 PVC CONDUIT TO HAVE A MINIMUM COVER OF 24".
- INDIVIDUAL 30A FPL SERVICES ARE REQUIRED FOR EACH OF THE TWO SIGN LOCATIONS. THESE SERVICES HAVE BEEN PREVIOUSLY INSTALLED BY OTHERS BUT WILL REQUIRE CO-ORDINATION OF THE FINAL CONNECTION WITH FPL BY THIS CONTRACT. RUN A NEW 3/4" PVC CONDUIT FROM THE EXISTING "IN GROUND" JB LOCATED IN THE ROADWAY MEDIAN TO THE NEW SIGN LIGHT FIXTURE PVC JB ATTACHED TO THE CONCRETE MOUNTING POST. MOUNT THE LED LIGHT FIXTURE FOR EACH SIGN ON THE TOP OF THE 4" SQUARE CONCRETE POSTS PER THE DRAWINGS. USE "SO" CORD WIRING AND CORD GRIP FITTINGS BETWEEN THE CONCRETE POST JB AND THE NEW LIGHT FIXTURE. AIM THE LIGHT FIXTURE AT THE CENTER OF THE SIGN AND ADJUST FIXTURE LIGHT VISORS TO ELIMINATE GLARE TO TRAFFIC PER FLORIDA DOT REQUIREMENTS. THE CITY OF HOLLY HILL MUST ALSO APPROVE THE AIMING OF THE FIXTURES. THE EXISTING ELECTRIC SERVICE AND SIGN LOCATIONS ARE SHOWN ON THE INDIVIDUAL SITE PLANS FOR EACH NEW SIGN.



NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

RICHARD E. KRANZ, P.E.

2615 SPRUCE CREEK BLVD., PORT ORANGE, FL. 32128
PHONE: (386) 405-3205 FAX: (386) 788-6751

CITY of
HOLLY
HILL
VOLUSIA COUNTY, FLORIDA

US1-SR5 WELCOME
SIGN LIGHTING

PLAN, RISER
DIAGRAMS, NOTES, &
PANEL SCHEDULE

DRAWN BY: REK

RICHARD E. KRANZ
FLORIDA REGISTRATION
#40787



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: October 24, 2017
FROM: Valerie Manning
SUBJECT: Minutes - October 10, 2017 - Regular City Commission Meeting
NUMBER: (ID # 1817)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the October 10, 2017 regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - October 10, 2017 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 10, 2017

City Commission Chamber

Regular City Commission Meeting

7:00 PM

**CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Absent	

b. Invocation

Mr. Ken Tubertina from United Brethren in Christ Church led the invocation.

c. Pledge of Allegiance

Vice-Mayor Byrnes led the Pledge of Allegiance to the Flag.

2. PRESENTATION

1.

Copper Bottom Craft Distillery Celebration Proclamation

(Requested by Valerie Manning, City Clerk)

Vice-Mayor Byrnes read the proclamation into the record:

PROCLAMATION

**BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING THE FIRST ANNIVERSARY
OF
COPPER BOTTOM CRAFT DISTILLERY**

WHEREAS, Copper Bottom Craft Distillery is located in Holly Hill, Florida, an area rich with history for distilled spirits; and

WHEREAS, Copper Bottom Craft Distillery brings the craft of distilling back to its roots; and

WHEREAS, from rebel rum runners like Bill McCoy who called our city

“home”, to historic Three Chimneys, the site of the oldest sugar plantation and rum distillery in North America that dates back to 1764; and

WHEREAS, Copper Bottom Craft Distillery brand reflects the thriving operations that were here before us; and

WHEREAS, Copper Bottom Craft Distillery is located steps from the Halifax River; and

WHEREAS, the Copper Bottom Craft Distillery is named after an 18th Century seafaring term used to describe someone who is thoroughly reliable, trustworthy and certain not to fail and hand-crafted in small batches using panela, an unrefined pure cane sugar.

NOW, THEREFORE, I, John Penny, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim October 14, 2017 as:

“NATIONAL COPPER BOTTOM CRAFT DISTILLERY DAY”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 10th day of October, 2017.



3. PUBLIC COMMENTS

Vice-Mayor Byrnes opened public participation. No one spoke.

4. APPROVAL OF MINUTES

1.

Minutes - September 18, 2017, Workshop and September 18, 2017, First Reading of Budget & Regular City Commission Meeting AND September 26, 2017, Second Reading of Budget & Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

Enacted and approved this 10th day of October, 2017, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 5)

Vice-Mayor Byrnes asked for a motion to excuse Mayor Penny from the meeting tonight.

Commissioner Via made a motion to **EXCUSE MAYOR PENNY from the City Commission meeting tonight**, seconded by Commissioner Danio.

PASSED, 4-0.

Vice-Mayor Byrnes asked if any member of the Commission would like to pull any item from the Consent Agenda for further discussion and if anyone from the audience wanted to speak on any item. **There was no one.**

1. Resolution

Resolution 2017-R-60 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of Micro-C 2000 for Fiscal Year 2017-2018 for the Public Works Department and Authorize the City Manager to Execute Any Necessary Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

RESOLUTION

Enacted and approved this 10th day of October, 2017, in Holly Hill



2. Resolution

Resolution 2017-R-61 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Contract with Bliss Products and Services, Inc., for the Provision of Replacement Shade Structures for Hollyland Park; Providing for Severability; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

RESOLUTION

Enacted and approved this 10th day of October, 2017, in Holly Hill



3. Resolution

Resolution 2017-R-62 A Resolution of the City Commission of the City of Holly Hill, Florida, ("Holly Hill City Commission"), Calling for the Florida Legislature to Amend State Law to Halt the Transfer of Education Funding from Poorer School Districts to Wealthier School Districts Under the District Cost Differential Multiplier Within the Florida Education Finance Program Formula.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

RESOLUTION

Enacted and approved this 10th day of October, 2017, in Holly Hill



4. Resolution

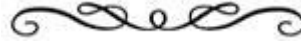
Resolution 2017-R-63 A Resolution of the City Commission of the City of Holly Hill, Florida, Recognizing Florida City Government Week, October 23 - 29, 2017, and Encouraging All Citizens to Support the Celebration and Corresponding Activities.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

RESOLUTION

Enacted and approved this 10th day of October, 2017, in Holly Hill



5.

VCSSO/HHPD Drug Task Force - Mutual Aid Agreement Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement

(Requested by Steve Aldrich, Police)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

Enacted and approved this 10th day of October, 2017, in Holly Hill



6. REGULAR AGENDA

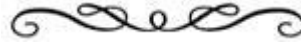
1. Ordinance

Ordinance 2996 An Ordinance of the City of Holly Hill, Florida, Repealing Ordinance 2988, Which Established a Twelve Month Moratorium on the Growing, Processing, Manufacturing, Distributing, Dispensing and Selling of Medical Marijuana Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

Vice-Mayor Byrnes opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS] Next: 10/24/2017 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny



7. PUBLIC HEARING

1. Ordinance

Ordinance 2995 An Ordinance of the City of Holly Hill, Florida, Amending the Code of Ordinances, Chapter 54 Section 1, Solid Waste; Creating Chapter 54-10 Franchises/Non-Exclusive Franchises; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

Vice-Mayor Byrnes opened public participation. No one spoke.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via
ABSENT:	Penny

ORDINANCE

Enacted and approved this 10th day of October, 2017, in Holly Hill



8. COMMUNICATIONS

A. City Manager & Staff Comments
None.

B. City Attorney Comments
None.

C. Mayor's Comments

Vice-Mayor Byrnes thanked the Police Department staff for locating the person who shot at the person at the convenient store; media was calling it a "drive-by" when it was actually a target shooting. Asked if Mr. Juliano wanted to give an update on the debris pickup and Mr. Juliano informed the Commissioners that it's going well and they should be done sometime Monday and on Monday the dock debris along Riverside Drive will be picked up.

D. City Commission Comments

Commissioners Currie and Via thanked the Police Department for their investigative work pertaining to the recent shooting.

9. ADJOURNMENT

The meeting adjourned approximately 7:15 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 24, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-65 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Tetra Tech, Inc., for Disaster Cost Recovery and Related Grant and Project Management Services Under Volusia County RFP 17-SQ-43BB; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1822)
APPLICANT:
PLANNER:

DISCUSSION:

Tetra Tech, Inc., was awarded a contract by Volusia County to perform Disaster Cost Recovery and Related Grant and Project Management Services (17-SQ-43BB). A provision in that RFP allows for municipalities to participate in the contract upon Mutual Agreement under the same prices, terms and conditions.

For disaster-related events, the Finance Department and Public Works Department have acted as the City's managers for the cost recovery process. This includes FEMA Project Worksheet preparation requiring a thorough knowledge of Federal eligibility rules and guidelines.

Tetra Tech, Inc., specializes in disaster cost recovery designed to effectively oversee the FEMA process. The services that Tetra Tech, Inc., offers that the City will be utilized to recover costs from FEMA as a result of Hurricane Irma:

If approved, the term of the proposed contract with Tetra Tech, Inc., would be for two (2) years with two (2) subsequent one (1) year renewals.

FISCAL ANALYSIS:

Cost for these services will be submitted to FEMA for reimbursement. Funding from the solid waste account will be utilized for interim payment.

STAFF RECOMMENDATION:

There are obvious advantages to executing this agreement with a larger governmental entity, therefore staff is recommending that we execute the Agreement with Tetra Tech, Inc., for Disaster Cost Recovery and Related Grant and Project Management Services.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-65, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TETRA TECH, INC., FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES UNDER VOLUSIA COUNTY RFP 17-SQ-43BB AND EXECUTE TASK AUTHORIZATIONS AS NECESSARY.

ATTACHMENTS:

- Volusia County FL_RFP for Disaster Cost Recovery and Related Grant and Project Management Services (PDF)
- Volusia County, FL_2017 FRS Agreement (Executed) (PDF)
- Volusia County, FL_2017 FRS Agreement_Exhibit A, Scope of Services (PDF)
- Volusia County, FL_2017 FRS Agreement_Exhibit D, Fee Schedule (PDF)

Resolution No. (ID # 1822)**RESOLUTION 2017-R-65 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TETRA TECH, INC., FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES UNDER VOLUSIA COUNTY RFP 17-SQ-43BB; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-65**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TETRA TECH, INC., FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES UNDER VOLUSIA COUNTY RFP 17-SQ-43BB; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is in the public interest to provide for the expedient availability of Disaster Cost Recovery and Related Grant and Project Management Services for the city of Holly Hill, Florida resulting from a storm or man-made disaster event; and

WHEREAS, the immediate economic recovery of the City of Holly Hill, Florida and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, Volusia County, Florida has selected through competitive process a firm proficient in providing series; and

WHEREAS, the City OF Holly Hill, Florida has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by Volusia County, Florida endorses with the process and selection; and

WHEREAS, the City of Holly Hill, Florida has reviewed the contract for services between Volusia County, Florida and Tetra Tech, Inc. and has found the Scope of Services, prices, terms and conditions set out in this Contract to be reasonable, acceptable and of benefit to the citizens of Holly Hill, Florida; and

WHEREAS, Section 30-63, (e) 2 of the Code of Ordinances, Goods and Services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions: a. Where the contract being piggybacked is another local government entity's contract, the contract being piggybacked must have been the result of a competitive solicitation. Where the contract being piggybacked is with a state or federal entity, the contract

being piggybacked must not have been an emergency or sole source procurement. b. The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing. c. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of the contract being piggybacked.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. Having reached concurrence and acceptance of the procurement process and the contract stipulations the City of Holly Hill, Florida agrees to enter into a contract with Tetra Tech, Inc., Disaster Cost Recovery and Related Grant and Project Management Services without modification in the original terms, conditions or pricing under the Volusia County RFP 15-P-54JD.

SECTION 2. That the City Manager is authorized to execute said contract with Tetra Tech, Inc., for Disaster Debris Management and Support Services under the Volusia County RFP 17-SQ-43BB.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2017.



BUDGET AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

Phone: 386-736-5935 • Fax: 386-736-5972

E-mail: purchasing@volusia.org Web: www.volusia.org

Submittal Due Date

Thursday, March 02, 2017

Submittal Due Time

3:00 p.m., EST

Submit Responses To:

County of Volusia
Purchasing and Contracts Division
123 West Indiana Avenue, Room 302
DeLand, FL 32720-4608

Project Contact

Rebecca Bishop, Sr. Procurement Analyst
Phone: 386-822-5764 • Fax: 386-736-5972
E-mail: rbishop@volusia.org
www.volusia.org/bidlist

17-SQ-43BB

Disaster Cost Recovery and Related Grant and Project Management Services

DO NOT RESPOND TO THIS SOLICITATION ON LINE

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Thursday, March 02, 2017.** Submittals received after this deadline **will not** be considered for award. The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide Disaster Cost Recovery and Related Grant and Project Management Services for the Finance Department, Accounting Division, of Volusia County, Florida.

1.0 PURPOSE & OVERVIEW

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee of County staff, who will make a recommendation for award by the County Council.

The County reserves the right to award to multiple firms. It is anticipated that selected firms will be awarded a Contract period of an initial five (5) year term with two (2) subsequent one (1) year renewals.

All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

2.0 SCOPE OF SERVICE

A general description of the scope of professional services required is, but not limited to, the scope detailed on Exhibit A.

2.1 Background

Since 1998 the County has experienced eleven federally declared disaster events, including Hurricane Matthew. For these events, the County received federal aid to supplement its costs for response and recovery. The aid dollars were received from various federal programs, including the Federal Emergency Management (FEMA) Public Assistance and Fire Suppression Assistance programs and the Federal Highway Administration's Emergency Relief program. In 2004 the County experienced three hurricanes between August 13th and September 25th with costs totaling close to \$40,000,000. Listed below is a breakdown of these and other disaster related costs:

Disaster	Category	Small Projects Cost	# Small PW's	Large Projects Cost	# Large PW's	Disaster Total
1998 Tornado	A	\$0	0	\$113,800	2	\$113,800
	B	36,600	1	0	0	\$36,600
	C	0	0	54,400	1	\$54,400
	E	10,500	2	0	0	\$10,500
Total: 1998 Tornado		\$47,100	3	\$168,200	3	\$215,300
1998 Wildfires	B	\$0	0	\$2,270,000	1	\$2,270,000
	Fire Supp			1,172,000	1	\$1,172,000
Total: 1998 Wildfires		\$0	0	\$3,442,000	2	\$3,442,000
Hurricane Floyd	A	\$163,000	10	\$529,000	1	\$692,000
	B	171,000	10	527,000	6	\$698,000
	C	38,100	2	301,300	1	\$339,400
	E	\$50,100	8	212,400	2	\$262,500
	G	292,100	14	81,200	1	\$373,300
Total: Hurricane Floyd		\$714,300	44	\$1,650,900	11	\$2,365,200
Hurricane Irene	A	\$133,900	5	\$750,800	1	\$884,700
	B	45,900	4	0	0	\$45,900
	C	21,800	1	0	0	\$21,800
	E	55,400	5	0	0	\$55,400
	G	17,500	2	0	0	\$17,500
Total: Hurricane Irene		\$274,500	17	\$750,800	1	\$1,025,300

Disaster	Category	Small Projects Cost	# Small PW's	Large Projects Cost	# Large PW's	Disaster Total
Hurricane Charley	A	\$86,500	10	\$3,127,000	10	\$3,213,500
	B	327,000	24	280,000	4	\$607,000
	C	29,000	2	209,000	1	\$238,000
	E	160,800	17	0	0	\$160,800
	F	20,600	4	0	0	\$20,600
	G	30,000	2	351,000	1	\$381,000
Total: Hurricane Charley		\$653,900	59	\$3,967,000	1	\$4,620,900
Hurricane Frances	A	\$106,000	9	\$8,559,000	11	\$8,665,000
	B	243,000	22	1,411,000	10	\$1,654,000
	C	38,000	2	0	0	\$38,000
	E	205,000	31	0	0	\$205,000
	G	1,300	1	0	0	\$1,300
Total: Hurricane Frances		\$593,300	65	\$9,970,000	21	\$10,563,300
Hurricane Jeanne	A	\$70,750	5	\$12,000,000	14	\$12,070,750
	B	225,000	11	1,091,000	4	\$1,316,000
	C	41,000	1	1,047,000	4	\$1,088,000
	E	60,000	9	0	0	\$60,000
	F	58,000	8	0	0	\$58,000
	G	107,000	10	1,273,000	6	\$1,380,000
	FHWA	0	0	5,555,700	1	\$5,555,700
Total: Hurricane Jeanne		\$561,750	44	\$20,966,700	29	\$21,528,450
Severe Storms and Tornadoes	A	\$2,193	3	\$1,467,950	2	\$1,470,143
	B	4,272	9	368,055	4	372,327
	C	0	0	11,471	1	11,471
	E	78,368	8	74,404	2	152,772
Total: Severe Storms and Tornadoes		\$84,833	20	\$1,921,880	9	\$2,006,713
Tropical Storm Fay	A	\$27,826	1	\$94,250	1	\$122,076
	B	91,111	7	1,419,306	6	1,510,418
	C	18,572	1	392,770	2	411,342
	E	2,100	1	0	0	2,100
	F	0	0	121,545	1	121,545
Total: Tropical Storm Fay		\$139,609	10	2,027,871	10	\$2,167,481
Northeast Florida Flooding	A	\$38,441	2	\$0	0	\$38,441
	B	158,974	13	389,127	1	548,101
	C	53,574	2	189,578	2	243,152
	E	109,589	4	98,862	1	208,451
	G	12,990	5	0	0	12,990
Total: Northeast Florida Flooding		\$373,568	26	\$677,567	4	\$1,051,135

The County is currently working on the cost recovery for Hurricane Matthew. Hurricane Matthew impacted Volusia County October 7, 2016. So far, the estimated costs are approximately \$30 million and FEMA Project Worksheets are in the process of being prepared.

For disaster-related events, the Accounting Division has acted as the County's lead agency in the cost recovery process. In addition, the division plays an active role in the preliminary damage assessment process that is executed shortly after a disaster occurs. The Accounting staff has been involved in coordinating and preparing FEMA Project Worksheets requiring a thorough knowledge of Federal eligibility rules and guidelines. In most cases, they act as a liaison between the Federal agency and the County department representatives to ensure all cost documentation requirements are met. Staff accounts for all disaster related costs in accordance with generally accepted accounting principles as they relate to governments. Also, staff prepares the necessary federally required schedules and reports and coordinates project and grant closure.

The County currently contracts with the following firms: O'Brien's Response Management, LLC, Tetra Tech, Inc., and Thompson Consulting Services – TCS, LLC.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

As used in this RSQ, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting Contract for the County and will be designated prior to award of Contract.

Day: The word “day” means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Federal Emergency Management Agency (FEMA): An agency of the United States Department of Homeland Security, initially created by Presidential Reorganization Plan No. 3 of 1978 and implemented by two Executive Orders on April 1, 1979.

FEMA Project Worksheet: A FEMA Project Worksheet is the form used to document the scope of work and cost estimate for a project. This form supplies FEMA with the information necessary to approve the scope of work and itemized cost estimate prior to funding. The approved FEMA Project Worksheet will then be the basis for funding under the Public Assistance Program.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

Respondent: One who submits a response to a request for statement of qualifications (RSQ).

Respondent's Project Manager: The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

3.2 Proposed Schedule

01/27/17..... Release date for Request for Statement of Qualifications (RSQ)
 02/16/17..... Final date to receive written questions
 02/23/17..... Release date for answers to written questions
 03/02/17..... Closing Date

3.3 Delivery of Proposals:

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **“RSQ #17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management Services”**

Note: Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the RSQ Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Proposals mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the closing date and time.

3.4 Public Proposal Opening

- A. Pursuant to Section 119.071, Florida Statutes, proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to www.volusia.org/bidlist. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

- 3.5 **Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

- A. By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:
1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 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 County.
 4. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the County's custodian

of public records, in a format that is compatible with the information technology systems of the County.

5. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
6. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
7. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.6 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Firms interested in providing the required professional services shall submit **Seven (7)** complete sets of the proposals:
 - **One (1)** hard copy marked "ORIGINAL"
 - **Five (5)** hard copies marked "COPY"

Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RSQ Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.

 - **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RSQ Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ Proposal.
- D. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.7 Questions, Exceptions and Addenda Concerning RSQ 17-SQ-43BB

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in this Section 3.7, item B (below), who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning RSQ #17-SQ-43BB, "Disaster Cost Recovery and Related Grant and Project Management Services."

Submit questions to:

Rebecca Bishop, Sr. Procurement Analyst
 Telephone: 386-822-5764
 Fax: 386-736-5972
 E-mail: rbishop@volusia.org

- C. If it becomes necessary for the County to revise any part of this RSQ, an addendum will be posted on the County's web site. It is each Respondent's responsibility to check the Volusia County web site for any addenda at www.volusia.org/bidlist. Each Respondent should ensure that they have received all addenda to this RSQ before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each

addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.

- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

3.8 Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 3.233, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.9 Other Agencies

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

3.10 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondents submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

3.11 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but

not limited to posting a performance bond. Any consent by the County under this Section 3.11 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section 3.11 prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 3.11, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 3.11.

Nothing herein shall preclude the right of the County to waive its rights under this Section 3.11 but no waiver shall be granted by the County without amendment to the Contract.

3.12 Contract

- A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate Contract and become legally binding on the selected Respondent. Content of the Contract may contain changes as a result of the RSQ process and submittal received. The Contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution and contain additional terms and conditions that the County deems in its best interest.
- B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of Contract and only they or their designees are authorized to make Contract changes.
- C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the Contract, without an amendment to the Contract.

3.13 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RSQ. Selection or rejection of any proposal submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

3.14 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

3.15 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation

between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.16 Conflict of Interest Forms

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.17 Licenses and Certificates

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
- C. If a license is required, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances; and
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.18 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.19 Venue and Governing Law

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RSQ Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.20 Insurance Requirements

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

3.21 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.22 Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Contract.

3.23 Evaluation Criteria: Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.
- B. The greatest benefits to Volusia County as it pertains to:

1. Qualifications of the firm and the employees to be assigned to the County;
2. Resources of the firm;
3. Experience in providing similar services, including references;
4. Cost;
5. Overall project methodology/approach to support the needs and objectives of the project; and
6. Financial stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

3.24 Termination

- A. The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Contract with two hundred ten (210) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
 1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, services or facilities;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
 4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.24, Termination.

- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid to the date of termination on a prorated basis for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 3.244, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
 - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it

continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.

2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the Contractor thereof prior to the effective date of the termination.

3.25 Incurred Expenses

This RSQ does not commit the County of Volusia to award a Contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a proposal in response to this RSQ, or any cost or expense incurred by any Respondent prior to the execution of a Contract.

3.26 Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this RSQ. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.27 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the

requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.28 Compliance with Laws and Regulations

Contractor shall be responsible to know and to apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Contractor shall protect and indemnify the County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RSQ, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.29 Compliance with Federal E-Verify Regulations

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subcontractor. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this Section 3.29 or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

3.30 Limitation of Liability and Indemnification of County

- A. Contractor shall, at its own expense, indemnify and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to any person or damage to property), damages, losses and expenses including reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and its subcontractors or sub-subcontractors or agents performing Services under this Contract, caused by any negligent act or omission of Contractor, any of Contractor's subcontractors or sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the negligence, recklessness or intentionally wrongful conduct of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.
- B. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.31 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section

3.311, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.32 Change in Scope of Services/Work

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

3.33 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When

such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.34 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

3.35 Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County 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.
- B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.36 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Contract.

3.37 Contractor's Personnel

The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

By submission of a proposal, each Contractor certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.37.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded

Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.38 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.39 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
 Personnel/Risk Management Division
 Address: 230 North Woodland Boulevard, Suite 250
 DeLand, Florida 32720
 Telephone: 386-736-5963
 Fax: 386-822-5006

3.40 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and

life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3.41 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.42 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.43 Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through **June 30, 2017**. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by June 30, 2017.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information as listed below.

Proposals shall include all of the information solicited in this RSQ, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized in sections tabbed in the order described below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit material

in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

NOTE: Failure of the Respondent to clearly and specifically address each of the items listed below may result in the Proposal *not* being evaluated or considered for award.

All proposals shall include, at a minimum:

Tab 1. Qualification Data

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a Contractor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- B. A brief profile of the firm, including:
 - 1. A brief history of the business;
 - 2. Organizational structure of business;
 - 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
 - 4. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org;
 - 5. Ownership interests;
 - 6. Active business venues (counties, states, etc.);
 - 7. Present status and projected direction of business;
 - 8. The overall qualifications of the business to provide the services requested;
 - 9. The qualifications of the firm's employees who will be assigned to work on this Contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project;

Tab 2. Methodology / Project Plan

Present a summary of the methodology or Project Plan the firm proposes to use to accomplish the services described.

Tab 3. Cost Proposal

Tab 4. Each vendor shall provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects.

Tab 5. References

Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. The County may not be utilized as a reference.

The firm shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Firm shall state the title; location; owner name, address, telephone number and e-mail; years completed; project cost; brief description of project and relevance to this RSQ including the role of the proposed team. (See Section 6.0)

Tab 6. Financial Stability

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Tab 7. Other Information

Provide any information that will provide insight to the evaluation committee, fitness and attributes of the Respondent. This information should be succinct.

Tab 8. Forms

A. Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, **or**

2. If Respondent's business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Revenue Director (see Section 8.0).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of Volusia County's contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor. (See Section 9.0)

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

C. Conflict of Interest Disclosure Form

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (See Section 10.0)

D. Completed Taxpayer Identification Number (TIN) form.

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under *Vendor Self Service*, which links to the registration site. The TIN form can be accessed through this site as well.

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

F. Drug-Free Work Place Form (see Section 11.0)

G. Certification Regarding Debarment (Prime) Form (see Section 12.0)

H. Certification Regarding Debarment (Sub) Form (see Section 13.0)

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5.0 PROPOSAL FORM

_____, 2017
 TO: County of Volusia, Florida
 Office of Purchasing and Contracts Director
 123 W. Indiana Avenue, Room 302
 DeLand, FL 32720-4608

The undersigned hereby declares that [firm name] _____
 has carefully examined the specifications to furnish **Disaster Cost Recovery and Related Grant and Project Management**, for which proposals were advertised to be received **no later than 3:00 p.m., EST, on Thursday, March 02, 2017**, and further declare that the firm will furnish the services according to specifications contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor ☐ YES ☐ NO Total number of employees _____

Each Contractor shall provide an hourly cost schedule for personnel to be utilized to supply the services detailed in Exhibit A or describe the type of costing schedule normally used in these types of projects. (Submit in Tab 4)

Prompt Payment Discount, if applicable: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- ☐ Tab 2 – Methodology/Project Plan
- ☐ Tab 3 – Cost Proposal
- ☐ Tab 4 – References
- ☐ Tab 5 – Financial Stability
- ☐ Tab 6 – Other Information
- ☐ Tab 7 – Forms
 - ☐ If you have a physical location in Volusia County, submit one of these:
 Current **Business Tax Receipt OR Proof of Exemption** Form
 - ☐ Proof of Insurance
 - ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
 - ☐ Conflict of Interest Form
 - ☐ Tax Identification Number Form
 - ☐ Any addenda pertaining to this RSQ
 - ☐ Drug Free Workplace Form
 - ☐ Certification Regarding Debarment (Prime) Form
 - ☐ Certification Regarding Debarment (Sub) Form
- ☐ Tab 8 – Additional Information
- ☐ Did you include a CD or USB drive, as required in the Section entitled Submittal Form?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **17-SQ-43BB, Disaster Cost Recovery and Related Grant and Project Management**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.203, Insurance Requirements above, upon notification of recommendation of award.

The Respondent acknowledges that information provided in this proposal is true and correct:

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LIST REQUIREMENTS AND DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 PROOF OF EXEMPTION**BUSINESS SERVICES****REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

www.volusia.org/revenue

I certify that the business known as (*business name*) _____,
 providing _____ services, which is located at (*street address*) _____
 _____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster,
Agent, or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

 (Authorized Signature)

 (Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
 _____, who is/are personally known to me **or**
 who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

 Revenue Director/Designee

9.0 HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____
 (signature)
 Employee 1: _____ (print name) _____ (signature)
 Employee 2: _____ (print name) _____ (signature)
 Employee 3: _____ (print name) _____ (signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
 _____, who is/are personally known
 to me **or** who has/have produced _____ as identification.

 NOTARY PUBLIC – STATE OF

Type or print name:

 Commission No.: _____

Commission Expires: _____

(Seal)

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* _____, am
the
(title) _____ and the duly authorized representative
of the firm of *(Firm Name)* _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____
Printed Name: _____
Firm Name: _____
Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

11.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

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 contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY PRIME CONTRACTOR

1. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal

 Name and Title

 Date

 Signature

 Firm

 Street address

 City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

 Name and Title

 Date

 Signature

 Firm

 Street address

 City, State, Zip

EXHIBIT A

**17-SQ-43BB
SCOPE OF SERVICES**

**DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT
MANAGEMENT SERVICES**

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all services described herein and other services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:

1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.
2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.
3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA

EXHIBIT A

Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.
 5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.
 6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.
- B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:
1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met, or shall assist the County with applying for time extensions.
 2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.
 3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for

EXHIBIT A

financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.

4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.
5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the County with preparing progress reports for FEMA, the State of Florida, and County management.
6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.
7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.
8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).
9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

EXHIBIT B

2 CFR 200 Contract Provisions

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part [60](#), all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part [60-1.3](#) must include the equal opportunity clause provided under 41 CFR [60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part [60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations (29 CFR Part [5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations (29 CFR Part [3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations (29 CFR Part [5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

EXHIBIT B

2 CFR 200 Contract Provisions

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

Exhibit C Insurance Requirements

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation ☐ Longshore & Harbor Workers' Act, Jones Act, & Maritime Coverage Endorsement		Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY - Broad form ☒ Occurrence Basis ☒ Blanket Contractual Liability ☒ County Additional Insured ☐ County Additional Named Insured ☒ Waiver of Subrogation ☐ Independent Contractors ☐ Blanket additional insured endorsement ☐ Project specific ☐ Location specific ☐ XCU ☐	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	
	Personal & Adv Inj.	\$1,000,000
	Fire Damage	\$
		\$
AUTO LIABILITY ☒ Any Auto ☐ Broadened Pollution Liability Endorsement CA 99 48 03 06 ☐ MCS 90 ☐ County Additional Insured ☐	Combined Single Limit	\$ 1,000,000
	Bodily Injury (Per person)	\$
	Bodily Injury (Per accident)	\$
	Property Damage (Per Accident)	\$
Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).		
☒ PROFESSIONAL LIABILITY ☐ County Additional Insured		\$ 1,000,000
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		

Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Rebecca Bishop</u>	
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- A. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier to immediately inform the Contractor, and the County of Volusia’s Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- B. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Contract from a Risk Retention Group or Pool.
- C. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- D. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Respondent’s actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County.
- E. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.
- F. Workers’ Compensation. Workers’ Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers’ Compensation Law (Chapter 440,

Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County.

- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- G. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which 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, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said

party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work on this Project to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Contract to be named as an additional insured.

H. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.

I. Professional Liability. The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. Such policy shall cover all the Contractor’s or its Subcontractor’s professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees [and broad enough to include errors and omissions specific to Contractor’s professional liability for direct and contingent design errors and Architect’s/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

J. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.7 of ITB #17-SQ-43, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

Proof of Insurance

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
 - B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
 - C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
 - D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
3. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.



**AGREEMENT
FOR
DISASTER COST RECOVERY AND RELATED GRANT AND
PROJECT MANAGEMENT SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

TETRA-TECH, INC.

County of Volusia
Purchasing & Agreements Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

AGREEMENT FOR DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT SERVICES

This Agreement For Professional Disaster Cost Recovery and Related Grant and Project Management Services (hereinafter "Agreement") made and entered into by and between Tetra-Tech, Inc., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (hereinafter the "Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter the "County").

RECITALS:

Whereas, the County desires to retain the services of a competent and qualified Contractor to provide Disaster Cost Recovery and Related Grant and Project Management Services; and

Whereas, the County has published a Request for Statement of Qualifications 17-SQ-43BB (the "RSQ") seeking a qualified firm to perform Disaster Cost Recovery and Related Grant and Project Management Services, and has received responses from various potential vendors; and

Whereas, the County has determined that the Contractor is fully qualified to render the required service; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated CFR 200 Contract Provisions (Exhibit B), third by the incorporated Scope of Services (Exhibit A), and fourth by the incorporated Fee Schedule (Exhibit D). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).

1.1. **Agreement:** This Agreement or Contract, including its articles, exhibits, and

attachments.

- 1.2. **Amendment:** An amendment to this Agreement in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or modifications of this Agreement.
- 1.3. **Change Order:** A written order signed by the County and Contractor authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other substantive terms or conditions of the Agreement.
- 1.4. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated including the total monies payable to the Contractor inclusive of all Services, labor, materials, supplies, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.5. **Contractor:** Tetra-Tech, Inc.
- 1.6. **Contractor's Services:** Those Services within the Scope of Services of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 4.1 to be performed by Contractor in connection with Contractor's employment or practice.
- 1.7. **Conventional Rounding:** Bill to the closest quarter hour (eg. if a meeting runs until 4:07, round to 4:00; if until 4:08, round to 4:15).
- 1.8. **County:** The County of Volusia, Florida, and shall be synonymous with the term "County."
- 1.9. **County Data:** Documentation, worksheets, reports or correspondence, whether electronically or in paper format.
- 1.10. **County Project Manager:** Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.11. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.12. **Deliverable:** The result(s) or end products or services of that meet the requirements and functional parameters articulated in the Scope of Services for this Agreement including but not limited to: services, reports, written documentation, or forms.
- 1.13. **Documentation:** All paperwork necessary to fulfill Florida Emergency Management Agency ("FEMA"), Florida Division of Emergency Management ("FDEM"), and County requirements.

- 1.14. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- 1.15. **Fees:** The applicable consulting, support and services fees payable pursuant to this Agreement, including as set forth in any attachment or compensation summary and the billing schedule in Exhibit D.
- 1.16. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the Contractor's Proposal.
- 1.17. **Project:** The project that is described in Exhibits A of this Agreement.
- 1.18. **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RSQ No. 17-SQ-43BB) used to determine if the Contractor is highly qualified.
- 1.19. **Run-out Period:** Upon expiration of the Agreement, the Run-out Period shall begin upon the expiration date and expire upon completion of Services for the declared disaster event/project.
- 1.20. **Scope of Services:** The Services, herein defined in this Agreement under the Scope of Services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.
- 1.21. **Services:** Those services defined in the Scope of Services to be performed by the Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – D, attached hereto and made a part of this Agreement.
- 1.22. **State:** State of Florida.
- 1.23. **Subcontractor:** A third party performing services covered under the Scope of Services through a contract with the Contractor.
- 1.24. **Warranty:** The warranty's as set forth in this Agreement including any warranties required by State Law or regulation.

2 EXHIBITS

- 2.1 The exhibits listed below are incorporated into and made a part of this Agreement.
 - 2.1.1 Exhibit A – Scope of Services,
 - 2.1.2 Exhibit B – CFR 200 Contract Provisions

2.1.3 Exhibit C – Insurance Requirements

2.1.4 Exhibit D – Fee Schedule

3 ORDER OF PRECEDENCE

3.1 If Contractor finds a conflict, error or discrepancy in the Agreement, it shall call it to the County Project Manager's attention, in writing and request the County Project Manager's interpretation and direction before proceeding with the work affected thereby. Such notice shall be provided by the Contractor to the County's Project Manager in a timely fashion so as not to cause additional costs due to delay. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

3.1.1 In the event of any conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement, the following order of precedence shall govern.

3.1.1.1 In the event of any conflict or inconsistencies between this Agreement and any attached exhibit or addendum regarding general terms and conditions in the main body of this Agreement shall control. Exhibit C and the other exhibits hereto shall be considered as part of the Agreement.

3.1.1.2 In the event of any conflicts or inconsistencies between Exhibit B and any other exhibit or addendum attached to this Agreement regarding the CFR 200 Contract provisions, Exhibit B shall be controlling.

3.1.1.3 In the event of any conflicts or inconsistencies between Exhibit A and any other exhibit or addendum attached to this Agreement regarding the Scope of Services, Exhibit A shall be controlling.

3.1.1.4 In the event of any conflicts or inconsistencies between Exhibits D and any other exhibit or addendum attached to this Agreement regarding the rates for compensation, Exhibit D shall be controlling.

4 **SCOPE OF SERVICES.** The Contractor shall provide Disaster Cost Recovery and Related Grant and Project Management Services under this Agreement and act as Contractor to the County in accordance to the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Disaster Cost Recovery and Related Grant and Project Management in accordance with the Scope of Services attached as Exhibit A.

4.2 **Performance Criteria:**

- 4.2.1 All Services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.
- 4.2.2 All labor necessary to complete the Scope of Services shall be performed in a professional manner pursuant to Section 5.13.
- 4.2.3 **Changes to Scope of Services.** The County may at any time, by written Change Order, make changes within the general Scope of Services to be performed under this Agreement. Except as provided in this Agreement otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Services, an equitable adjustment shall be made and this Agreement shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Agreement, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Service as changed. Except as otherwise provided in this Agreement, no charge for any extra Services or materials shall be allowed or approved by the County. No additional Services shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.
- 4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.
- 4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director or such other proper authority pursuant to County policies and procedures shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONTRACTOR

- 5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall confer with the Project Manager to ascertain the functional criteria of the Scope of Services. The Services of the Contractor shall also include of the following:

- 5.1.1 There are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.
- 5.1.2 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual performance of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better Services or reductions in costs to the County.
- 5.1.3 Contractor covenants and agrees as follows:
- 5.1.3.1 That Contractor recognizes that its special talent, training, and experience caused the County to select Contractor;
 - 5.1.3.2 That Contractor comprehends the specifications and requirements of the Scope of Services and the use of the same in their entirety to provide Deliverables;
 - 5.1.3.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services; and
 - 5.1.3.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.
- 5.1.4 **Accuracy of Documentation.** Contractor covenants and agrees that any Project data, summaries, or reports submitted by the Contractor to the County shall be competently drafted and accurate with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on the Contractor's status as an industry professional in accepting such documentation.
- 5.1.5 **Notification of Errors or Defects.** Contractor covenants and agrees to call or notify the County if it discovers or has knowledge of anything of any nature in any reports, bulletins, schedules, documentation, requirements or instructions prepared by Contractor or data or instructions supplied to Contractor by the County or any other party, Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate.
- 5.1.6 **Administration.** Contractor covenants and agrees to efficiently administer and perform all Services economically and expeditiously in a competent and professional manner.

- 5.2 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.
- 5.3 **Assurance.** Contractor gives County its assurance that all Services performed under this Agreement shall be timely performed in a competent and professional manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances and statutes.
- 5.6 **Subcontractors.**
- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's prior written approval.

- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.
- 5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the schedule of values.
- 5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for the Contractor.

6 TERM OF AGREEMENT

The Term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate five (5) years from the Effective Date. The parties may renew for two (2) subsequent one (1) year renewals, subject to the mutual written agreement between the parties and County Council approval.

- 6.1 The Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County, and shall be completed within the time specified therein.
- 6.2 **Effect of Expiration of Agreement.** Upon expiration of the Agreement (1) no new Services shall begin; (2) Services started prior to the expiration of the Agreement that cannot be completed until after the expiration of the Agreement shall expire on the completion date of said Services, and after all work or Services associated with said event/project have been approved and accepted by the County's Project Manager. As

such the obligations entered therein by both parties under this Agreement and said Services shall remain in full force and effect until completion of all work or Services performed under this Agreement during the Run-out period; and (3) County shall have the ability to access and download its records and reports until expiration of the Run-out period.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Services. Total Compensation for this Agreement shall be comprised of the total cost of all materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit "D" – Fee Schedule attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions that are not the fault of the County in computing the Services costs, which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 7.3 **Reimbursable Expenses.** County's payment to the Contractor pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibit D, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement other than those specifically detailed herein. If travel is required and approved in writing in advance by the County, travel will be reimbursed in accordance with the County's Travel and Training Policy, which is available at <http://www.volusia.org/services/financial-and-administrative-services/purchasing/> Click on Volusia County Travel and Training Policy.
- 7.4 **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Contractor. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be *{check the appropriate box}*:
- 7.4.1 **Retainage.** The County shall have the right to withhold retainage from Compensation paid to a Contractor. Should the County decide that retainage shall be withheld from Compensation, the amount to be retained from each payment to the Contractor shall be:
- A. ☐ 10% of the total contract price.

B. ☒ 10% of each payment of a milestone payment based on a Project milestone schedule.

C. ☐ No retainage will be taken.

The retainage shall be included with the final payment after all Services have been approved and accepted by the County and all disputed invoices have been resolved by the parties. The County shall never be required to pay an amount that would leave unpaid from the contract price or Compensation an amount less than the amount County would need to have in order to pay another contractor to complete the Services should the Contractor fail to complete the Services as of that date. The County shall not be obligated to pay retainage or make a final payment in connection with a project sign-off milestone or documentation to the Contractor until all work to be performed as set forth in the Scope of Services is completed and all outstanding issues arising and relating to the Scope of Services in this Agreement are resolved. In addition, payment by County of this retainage amount to the Contractor shall be contingent upon final acceptance of all the work in the Scope of Services.

7.5 **Payments.** Any payments shall be made in accordance with Exhibit D – Fee Schedule. The hourly rates expressed in Exhibit D shall be govern Compensation and provide for payments against specified Deliverables and performance.

7.5.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager has confirmed that the work has been completed and the Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to the Contractor, within ten (10) business days of receipt of the invoice, indicating in writing the reasons for refusing to approve final payment in which case the Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the Services provided by the Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment. This right to recover extends five (5) years after the final expiration or termination date hereof, or as long as FEMA or FDEM take to determine if any clawback of reimbursements paid is necessary or appropriate, which is later.

7.5.2 **Invoice Detail.** The Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted

costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

- 7.6 **Invoices.** Invoices or payment requests shall be addressed from the Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.
- 7.6.1 **Documentation.** The Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review the Contractor's Invoice and supporting data and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.
- 7.6.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit D, the Contractor shall invoice County for all payments due Contractor under this Agreement. The County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.
- 7.6.3 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.
- 7.6.4 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an invoice of professional Services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said statement.
- 7.6.5 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.
- 7.7 **Contractor's Continuing Obligations.** Contractor's obligation to perform Services in accordance with the Agreement shall be absolute. Neither approval of any progress nor final payment to Contractor nor documentation confirming acceptance of the Services by the County, nor any payment by County to Contractor under the Agreement nor any act of acceptance by the County nor any failure to do so, nor any correction of defective work by County shall constitute an acceptance of Services not in accordance with the Agreement

8 PAYMENT OF SUBCONTRACTORS

- 8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County, its employees and officials, divisions, districts and authorities harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **General Indemnification** The Contractor shall indemnify, defend, and hold harmless the County and its officials, agents, employees, districts, and authorities from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement, to the extent that any such claim, damage, loss, or expense is caused by any acts or omissions of the Contractor or anyone directly or indirectly employed by Contractor.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of **Exhibit C**.

11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- 11.2 Contractor may terminate this Agreement upon at least two hundred ten (210) days prior written notice to County.
- 11.3 After Contractor's receipt of a notice of termination pursuant to this Section 11 - Termination, and except as otherwise directed in writing by the County, the Contractor shall:

- 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
- 11.3.2 Inform County of the extent to which performance is completed.
- 11.3.3 Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement as is not terminated.
- 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6- Term of Agreement, Article 7 – Agreement Price and Compensation, and this Article 6 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 12, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

12.3.1

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Director of Post Disaster Programs	Director of Purchasing and Contracts
20	Vice President / Operations Manager	Deputy County Manager

- 12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
- 12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 12, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 COUNTY DATA

- 13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Contract constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Contract to the extent required by the laws of the State of Florida.
- 13.2 Upon any termination or expiration of this Contract, or following the Run-out Period of this Contract, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.
- 13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS CONTRACT.

14 LOCAL GOVERNMENT REQUIREMENTS

- 14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- 14.1.1 Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- 14.1.2 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.1.3 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 County.
- 14.1.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 14.1.5 Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County.

If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall constitute a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.
- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use

or expenditure of the funds or any portion of the funds provided by this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

- 14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.
- 14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- 14.8 **Prohibition Against Contingent Fees.**
- 14.8.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

- 14.8.2 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.
- 14.8.3 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.
- 14.8.4 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, an agreement for professional Services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such an agreement for professional Services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

14.9 **Equal Opportunity; Disadvantaged Business Enterprises.**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading or promotion, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15 MISCELLANEOUS PROVISIONS

- 15.1 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor

nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.

- 15.2 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.
- 15.3 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
In the case of Contractor:	with a copy of legal notices to:
Tetra-Tech, Inc. Attn: Jonathan Burgiel Address: 2301 Lucien Way, Suite 120 Maitland, FL 32751 Phone: 321-441-8518	Tetra-Tech, Inc. Betty Kamara 2301 Lucien Way, Suite 120 Maitland, FL 32751

15.4 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the

Contractor to the County's acceptance or approval of its request for assignment.

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County utilize any and all legal rights, claims, and defenses to enforce this Section, including, but not limited to, seeking injunctive or declaratory relief and damages, including attorney's fees and costs. Payment of any sum by the County in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 15.4.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 15.5 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.
- 15.6 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. The Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. The Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written contract, require its Subcontractors to agree to the requirements and obligations of this Section 15.6. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in

Pasadena, CA Nothing in this section 15.6 shall require Contractor to violate any laws applicable to Contractor as a provider of disaster cost recovery and related grant management project management services.

- 15.7 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 15.8 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services or future statement of work, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the Contract Administrator to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the Contract Administrator with such information as necessary for County to evaluate the new key personnel. In the event the Contract Administrator has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days' notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.
- 15.9 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

- 15.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:
- 15.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 15.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 15.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.
- 15.11 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 15.12 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.
- 15.13 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

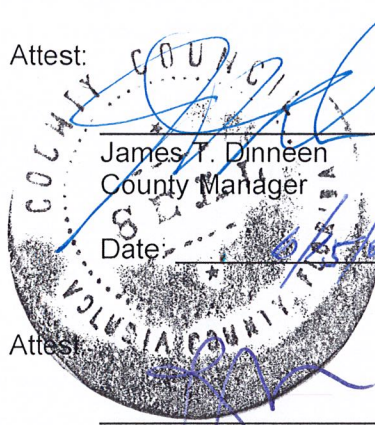
- 15.14 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 15.15 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 16 **All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.**

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17 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Disaster Cost Recovery and Related Grant and Project Management Services on the date last written below.

Attest:

A circular seal for Volusia County, Florida, featuring a star in the center and the words "VOLUSIA COUNTY FLORIDA" around the perimeter. A blue ink signature is written over the seal.

James T. Dinneen
County Manager

Date:

6/15/2017

Attest:

Signature

Betty Kamara, Contracts Manager
Name and Title

Date: May 22, 2017

CC Date:

6/15/17

COUNTY OF VOLUSIA

BY:

Ed Kelley
County Chair

Date:

6/15/2017

TETRA-TECH, INC.

BY:

Jonathan Burgiel
Vice President/Operations Manager

Date:

May 22, 2017

EXHIBIT A

**17-SQ-43BB
SCOPE OF SERVICES**

**DISASTER COST RECOVERY AND RELATED GRANT AND PROJECT MANAGEMENT
SERVICES**

SCOPE OF SERVICE: A general description of the scope of services required includes, but is not limited to, the following:

The Contractor shall provide all Services described herein and other Services required to coordinate and assist the County with completing emergency and permanent work projects for federally declared disasters. Activities include grant or FEMA Project Worksheet preparation, grants or project management, and accounting for costs in accordance Federal, State, and local regulations. The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the Services as delineated below. Services shall be clearly delineated according to the damages caused by each disaster and funding shall be separated to ensure proper accounting for each storm is maintained and all appropriate deadlines and other requirements for grant closure are satisfied. Note, however, the County cannot contract away its duties and obligations as a recipient of Federal and State grant funds. The Contractor shall advise and assist the County with administering these grants as necessary, but the Contractor cannot assume the County's duties and responsibilities as a grant recipient.

- A. Grant and FEMA Project Worksheet Preparation - The Contractor shall prepare grant applications and FEMA Project Worksheets, which include:
1. Accompanying County personnel on-site inspections, including preliminary damage assessment activities. Pursuant to 44 CFR §206.202, an authorized local representative is required to ensure that all eligible work has been identified, and that all costs for disaster-related damages have been submitted to FEMA for funding. The Contractor shall assist the County's representative to ensure all eligible work is identified and accurate estimates of damage are submitted to FEMA for funding. The Contractor shall prepare the necessary documents to identify and estimate the cost of the damaged areas in the format required by FEMA and the County.
 2. Pursuant to 44 CFR §206.202, preparing Small FEMA Project Worksheets. The Contractor shall assist the County in preparing any small FEMA Project Worksheets for FEMA Categories A-G. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.
 3. Preparing Large FEMA Project Worksheets. The Contractor shall assist the County to gather and prepare information required by FEMA to complete large FEMA Project Worksheets and represent the County's interest in dealing with FEMA and the State of Florida. The Contractor shall supply the necessary staff to ensure the FEMA Project Worksheets are completed in accordance with FEMA and County guidelines within the time constraints imposed by FEMA.

EXHIBIT A

4. Identifying Improved or Alternate Projects. Pursuant to 44 CFR §206.203, the County may use FEMA funding for alternate or improved projects. The Contractor shall advise the County on the appropriateness of requesting this type of funding from FEMA and shall assist the County in applying for this type of funding.
 5. Identifying Cost-effective Mitigation Measures under Stafford Act Section 406. Pursuant to 44 CFR §206.226, cost-effective hazard mitigation measures may be incorporated in the restoration of damaged facilities. The Contractor shall assist the County in identifying hazard mitigation opportunities and shall assist the County with preparing benefit/cost analyses and hazard mitigation funding applications.
 6. Identifying/Resolving Other Special Considerations. The Contractor shall assist the County with identifying and resolving special consideration issues such as insurance, floodplain management, environmental issues, and historic preservation issues. The Contractor shall review any insurance settlements for accuracy and shall ensure that the insurance settlement is properly incorporated into the FEMA Project Worksheet. The Contractor shall work with the County, FEMA, and the State of Florida to ensure compliance with the National Environmental Policy Act (NEPA), the Clean Water Act, the Clean Air Act, the Endangered Species Act, the National Historic Preservation Act and other federal statutes and executive orders.
- B. Grants Management - The Contractor shall assist the County with managing grants, including, but not limited to:
1. Monitoring Contractor Performance. The Contractor shall monitor contractor performance to ensure that FEMA mandated work deadlines are completed timely. According to 44 CFR §206.204, emergency work projects shall be completed within eighteen (18) months of the disaster declaration. The Contractor shall assist the County with ensuring that the above deadlines are met, or shall assist the County with applying for time extensions.
 2. Providing Clerical Support to Review and Approve Payment Documentation. The Contractor shall assist the County by supplying clerical support to review, prepare, and approve payment to contractors performing eligible disaster related work to ensure that the documentation meets all Federal, State, and the County's financial and accounting requirements.
 3. Payment Requests/Cash Flow. The Contractor shall assist the County with maintenance of financial records, in accordance with County requirements for financial reporting to ensure prompt reimbursement from FEMA and the State of Florida. The Contractor shall assist in preparing payment requests in acceptable formats to ensure reimbursements from FEMA and the State of Florida are obtained in a timely fashion.
 4. Preparing Schedules and Performing Reconciliations. The Contractor shall assist the County and coordinate with its personnel in preparing the necessary schedules and performing any required reconciliations to ensure that the costs recorded in

EXHIBIT A

the County's financial records are correct and auditable by the County's external auditors. The Contractor shall supply the necessary qualified personnel to ensure this is completed in a timely fashion in accordance with the County's audit schedule. In addition, clerical support shall be provided to collect, gather, organize, and enter data into a database that support information presented on schedules and work papers. All schedules and work papers shall be prepared using the Microsoft Office suite products, such as Excel, Word, or Access.

5. Conducting Interim Inspections. The Contractor shall assist the County and coordinate with its personnel in performing interim grant inspections to ensure work is progressing timely and all documentation is being maintained in an orderly manner. The Contractor shall also assist the County with preparing progress reports for FEMA, the State of Florida, and County management.
6. Conducting Final Inspections. The Contractor shall assist the County and coordinate with its personnel in performing final grant inspections to ensure work completion and to document all eligible costs for FEMA reimbursement.
7. Assisting with Grant Closure. The Contractor shall assist the County with final reconciliation of grant funds and shall assist the County with completion of required FEMA and State of Florida documentation for grant closure.
8. Assisting with Audit Defense. The Contractor shall be available to assist the County with the defense of any audits conducted by the FEMA Office of the Inspector General or other auditors (additional fees may be required depending on the amount of time involved).
9. Assisting with Appeals. The Contractor shall be available to assist the County with submitting appeals to FEMA, if necessary (additional fees may be required depending on the amount of time involved).

EXHIBIT D
TETRA-TECH, INC.
FEE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
PIC/Executive Consultant	\$215.00
Project Manager/Principal Consultant	\$165.00
Senior Grant Management Consultant	\$150.00
Grant Management Consultant	\$135.00
Consultant	\$125.00
Senior Analyst	\$110.00
Analyst	\$90.00
Analytical Aide	\$65.00
Administrative Assistant	\$45.00

The above referenced hourly rates are inclusive of overhead, profit, direct, and general & administrative expenses. If travel is required Tetra-Tech will seek written approval from the County.

The travel expenses, if any, must be approved in writing in advance and will be subject to the Volusia County Travel and Training Policy as set forth in the County's web site; <http://www.volusia.org/purchasing/>



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 24, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-66 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of FY2017-2018 Police Vehicles as Outlined in the Fleet Replacement Schedule and Authorizing the City Manager to Execute the Purchase from Bartow Ford; and Providing an Effective Date.
NUMBER: (ID # 1819)
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works department is requesting authorization to proceed with the purchasing of three (3) Police Department vehicles included in this year's budget in accordance with the Fleet Manager's Replacement Schedule. All vehicles come complete with all outfitting including striping, with the exception of the radio and laptop to be installed by City personnel.

Vehicles to be purchased from Bartow Ford utilizing a cooperative purchasing agreement of the bid awarded by Charlotte County, Florida (Bid No. 2015000418)

Vehicles:

- 2 - 2017 Ford Interceptor Utility Vehicles
(Slick Top - No Light Bar on Roof)
\$34,798.31 each
- 1 - 2017 Ford Interceptor Utility Vehicles
(Light Bar on Roof)
\$35,406.31

FISCAL ANALYSIS:

All vehicle funding is included in this year's budget.

STAFF RECOMMENDATION:

Staff recommends purchase of the above mentioned vehicles from Bartow Ford as requested by the Fleet Manager.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-66, APPROVING THE PURCHASE OF FY2017-2018 POLICE VEHICLES AS OUTLINED IN THE FLEET REPLACEMENT SCHEDULE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE FROM BARTOW FORD.

ATTACHMENTS:

- Charlotte County Bid Submitted (PDF)
- Charlotte County NOTICE OF ACCEPTANCE (PDF)
- Charlotte County Contract Renewal(PDF)
- Quote - 2017 Ford Interceptor Utility - 1 (PDF)
- Quote - 2017 Ford Interceptor Utility - 2 (PDF)

Resolution No. (ID # 1819)**RESOLUTION 2017-R-66 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF FY2017-2018 POLICE VEHICLES AS OUTLINED IN THE FLEET REPLACEMENT SCHEDULE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE FROM BARTOW FORD; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-66**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF FY2017-18 POLICE VEHICLES AS OUTLINED IN THE FLEET REPLACEMENT SCHEDULE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE FROM BARTOW FORD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission adopted the 5-year Fleet Replacement Schedule on January 10, 2017 for all Departments within the City of Holly Hill; and

WHEREAS, The City needs to replace three (3) Police Department vehicles included in this year's budget in accordance with the Fleet Manager's Replacement Schedule; and,

WHEREAS, Charlotte County, Florida competitively bid a vehicles contract (Bid No. 2015000418 awarded on November 10, 2015 and renewed for fiscal year 2017-18 under the same prices, terms, and conditions as the original contract from October 1, 2017 through September 30, 2018; and

WHEREAS, The low bidder was Bartow Ford.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill does hereby approve the purchase of FY2017-2018 police vehicles as outlined in the fleet replacement schedule.

SECTION 2. The City Commission of the City of Holly Hill authorizes the City Manager to execute the purchase from Bartow Ford.

SECTION 3. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2017.



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2015000418 VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer.

**PRE-BID CONFERENCE: 10:00 a.m., OCTOBER 2, 2015
PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m., OCTOBER 14, 2015
PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under “Purchasing Bids Online”, document number 154182. Any questions can be answered by contacting Alisa L. True, CPPB, Contract Specialist at 941.743.1549 or email alisa.true@charlottecountyfl.gov.

Notice of Availability
www.charlottecountyfl.com
Posted: September 24, 2015



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

ADDENDA NOTIFICATION FORM

BID NO. 2015000418

VEHICLES – ANNUAL CONTRACT

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Division to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941.743.1384, attention Alisa L. True, CPPB, Contract Specialist, or email alisa.true@charlottecountyfl.gov.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2015000418, Vehicles – Annual Contract** for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to alisa.true@charlottecountyfl.gov or faxed in to the Purchasing Division at 941.743.1384.

**TABLE OF CONTENTS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000418**

Notice of Availability	1
Addenda Notification Form	2
"No Bid" Response Page	3
Table of Contents	4
INSTRUCTIONS TO BIDDERS	5-9
TECHNICAL SPECIFICATIONS & CONDITIONS	10-12
BID FORM	13-17

**INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000418**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: 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), Art. 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. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", Document Number 154184. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, material and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendor shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as

having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option): Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB-27 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-28 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contractor project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000418**

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from date of award through and including September 30, 2016. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms conditions and prices.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at www.charlottecountyfl.com/purchasing under “Purchasing Bids Online”, Historical Catalog. Historical searches can only be executed by keying in all or part of the project title. The previous Contract number for this project is 12-420 and is entitled ‘ANNUAL CONTRACT - VEHICLES’.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify Rick Kolar, Fleet Manager, or Dave Menges, Maintenance Control Supervisor, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an ‘as required’ basis.

TS-05 SCOPE:

A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Richard.kolar@charlottecountyfl.gov and Kimberly.campbell@charlottecountyfl.gov.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. DO NOT REMOVE WINDOW PRICE STICKER
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed \$40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - Temporary license plate and/or county plate
 - Owner and/or operator manual(s).
 - Warranty certifications, including rustproofing, if applicable.
 - Copy of pre-delivery service report.
 - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:

EFFECTIVE 10/01/2015

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. EMERGENCY AND WARNING LIGHTS: <ol style="list-style-type: none"> A. STROBE - NORTH AMERICAN SIGNAL COMPANY B. ROTATING BEACON – TARGET TECH (FEDERAL SIGNAL CORP) C. CORNER INTERCEPT – NOVA ELECTRONICS 2. BEDLINERS: <ol style="list-style-type: none"> A. DURALINER B. RHINO LININGS C. LINEX SPRAY IN 3. TOOL BOXES: <ol style="list-style-type: none"> A. DELTA B. DAYTON 4. TRAILER HITCHES: <ol style="list-style-type: none"> A. DRAW-TITE B. REESE 5. LIFT GATES: <ol style="list-style-type: none"> A. TOMMY GATE 6. ALUMINUM DUMP BODY INSERTS: <ol style="list-style-type: none"> A. TRUCK CRAFT B. EZ DUMPER | <ol style="list-style-type: none"> 7. UTILITY AND STAKE BODIES: <ol style="list-style-type: none"> A. KNAPHEIDE B. READING 8. CRANES: <ol style="list-style-type: none"> A. AUTO-CRANE B. LIFT MOORE 9. DUMP AND FLAT BED DUMP HOISTS: <ol style="list-style-type: none"> A. VENCO CONVERSION HOISTS B. RUGBY 10. TRUCK AND VAN ACCESSORIES: <ol style="list-style-type: none"> A. SILVER SHIELD SYSTEMS B. TAILGATERS C. MASTERACK D. AMERICAN VANS 11. SERVICE & PARTS MANUALS (CD OR HARD COPY): <ol style="list-style-type: none"> A. HELMS PUBLISHING 12. LAP TOP MOUNTS <ol style="list-style-type: none"> A. KODIAK MOBILE CF31 IDOCK B. JOTTO DESK 13. REAR MOUNTED CAMERA <ol style="list-style-type: none"> A. ZONE DEFENSE |
|--|---|

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000418**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

NEW VEHICLE PURCHASES:

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE	X	VEHICLE FOR FACTORY INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF DISCOUNT	→	NET COST (LIST PRICE LESS DISCOUNT)
3.05 %	X	\$34,564.00 (2016 Explorer 2WD SU 4D Auto XLT)	=	\$ 1,054.20	→	\$33,509.79
3.05 %	X	\$35,875.00 (2016 F250 Super Duty Regular Cab XLT)	=	\$ 1,094.18	→	\$ 34,780.81
SUB-TOTAL						\$ 68,290.60

DEALER INSTALLED OPTIONS:

PERCENTAGE MARK-UP	X	DEALER INSTALLED OPTIONS ACTUAL INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF MARK-UP	→	NET COST (ACTUAL INVOICE PLUS MARK-UP)
0.00 %	X	\$135.00 (Window Tint on a 2016 Explorer SU XLT)	=	\$ 0.00	→	\$ 135.00
0.00 %	X	\$135.00 (Window Tint on a 2016 F250 XLT)	=	\$ 0.00	→	\$ 135.00
SUB-TOTAL						\$ 270.00

TOTAL COST OF PURCHASING ONE (1) 2016 FORD EXPLORER SU XLT WITH WINDOW TINT, AND ONE (1) 2016 FORD F250 SUPER XLT WITH WINDOW TINT:	\$68,560.60
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Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. Please indicate by (✓) that you have included the following documentation with your bid:

- () **Business Tax Receipt:** (Only required if claiming status as a “Local Business” and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD
(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, 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. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at www.charlottecountyfl.com/purchasing under "Purchasing Bids Online", document number 154184. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: BARTOW FORD

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, its officers and members shall, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation X

Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW FL ZIP 33830

Telephone (813) 477-0052 Fax Number (863) 533-8485

E-mail THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SALES

Date: 10/14/15

(This form to be returned)

AFFIDAVIT Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

- A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.
- B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If a bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. UTILITY/STAKE/FLAT BED/DUMP/BODIES EMERGENCY AND WARNING LIGHTS	1. ACTION/KNAPHEIDE/READING/WARNER/BLUE RIDGE/ FEDERAL/WHELEN/SOUND OFF/D&R ELECTRONIC/HELLA
2. CRANES/HOISTS LAPTOP MOUNTS	2. LIFTMOORE/VENTURO/STELLAR/AUTO CRANE/RUGBY HAVIS/JOTTO/GAMBER JOHNSON/D&R ELECTRONICS
3. RACKS & BIN VAN PACKAGES SERVICE & PARTS MANUALS (CD OR HARD COPY)	3. MASTER RACK/ADRIN STEEL/KARGO MASTER/ AMER. VAN HELM PUBLISHING
4. REAR MOUNTED CAMERAS SPRAY IN LINERS AND BEDLINERS WILL BE DONE AT BARTOW FORD	4. ROSTRA/BACK ZONE
5. TOOL BOXES/HITCHES/LIFT GATES/ALUM. DUMP INSERTS	5. UWS/DELTA/DAYTON/REESE/DRAW TITE/MAXON/TOMMY GATE/WALTCO/TRUCK CRAFT/EZ DUMPER

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated 10/14/15

Name of Bidder: BARTOW FORD

(This form to be returned)

08-20-15
ID: 16-24

SELECTED VEHICLE REPORT
Effective dates: 8/14/2015-8/20/2015

page 1 of 5

2016 Ford

	INVOICE	MSRP
F250 Super Duty Regular Cab XLT		
XLT 2WD Pickup 2D 8 ft.....	\$33,343.00	\$36,145.00
Destination Charge.....	\$1,195.00	\$1,195.00
BASE MODEL PRICE WITH DESTINATION CHARGE.....	\$34,538.00	\$37,340.00
(Mfr's Effective Date 3/19/2015 Revised)		

	24 Month	36 Month	48 Month	60 Month
Residual Values	0%	0%	0%	0%

*** * * OPTIONAL EQUIPMENT * * ***

Engine

(Selection Required on All Orders)

996	V8, Flexible Fuel, 6.2 Liter	Std.	Std.
	(Req's Auto Trans-44P)		

Transmission

(Selection Required on All Orders)

44P	Automatic, HD 6-Spd w/SelectShift Models w/996 6.2L Engine....	Std.	Std.
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Mandatory Equipment Packages

603A	Equipment Group	N/C	N/C
	(See Std Equipment Listing)		

Accessory Equipment Packages

90L	Power Equipment Group	Std.	Std.
	(N/A w/Air Conditioning Delete-572) Includes		
	Perimeter Alarm System; Power Door Locks; Keyless Remote		
	Control Entry System; Clearance Lights; Dual Heated Power		
	Mirrors w/Manual Fold, Turn Signals & Manual Telescoping		
	Trailer Tow & Power Windows.		

Comfort and Convenience

525	Cruise Control	Std.	Std.
	(Std w/Value Pkg-96V & Appearance Pkg-96P)		

Steering

62D	Steering Wheel Touch Controls	Std.	Std.
	(Req's Communication & Entertainment System-91M)		

Entertainment and Instrumentation

91M	Communication & Entertainment System, SYNC w/MyFord, Voice.....	Std.	Std.
	Activation, AppLink, 911 Assist & Vehicle Health Reports		
	(Req's Steering Wheel Touch Controls-62D) Includes		
	Compass, USB Port & SYNC AppLink.		
585	Radio, AM/FM Stereo w/CD & MP3.....	Std.	Std.

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Attachment: Charlotte County Bid Submitted (1819 : Authorization of Purchase of FY 2017-18 Police Vehicles in Accordance with Fleet

08-20-15
ID: 16-24

SELECTED VEHICLE REPORT
Effective dates: 8/14/2015-8/20/2015

page 2 of 5

2016 Ford

Safety and Security

76R	Reverse Sensing System	\$208.00	\$245.00
	(N/A w/Pickup Box Delete-66D or Engine Idle Shutdown-63T)		
76C	Warning System, Back-Up Chime (Installed by Dealer).....	\$107.00	\$125.00

Seats

3*	Seat, Cloth Split Bench.....	N/C	N/C
	(Last Character Refers to Interior Color)		

Interior

166	Carpet Delete, (Fleet Only).....	-\$44.00	-\$50.00
	(N/A w/Floor Mats-16S)		

Lighting and Mirrors

942	Lights, Daytime Running (Fleet Only).....	\$38.00	\$45.00
-----	---	---------	---------

Exterior

18B	Running Boards, Black Angular (Fleet Only).....	\$273.00	\$320.00
-----	---	----------	----------

Cargo and Towing

85S	Bed Liner, Spray-In.....	\$422.00	\$495.00
	(N/A w/Pickup Box Delete-66D or Bed Mat-85M)		
	Includes Black Bed Attachment Bolts, Tailgate Guard & Black Box Bed Tie-Down Hooks.		
52B	Trailer Brake Controller, Integrated.....	Std.	Std.
	(Deletes Std 7 to 4-Way Connector When in Combo w/Pickup Box Delete-66D)		

GVWR and Payload Pkgs

68D	GVWR, 9900-lb-Models w/996 6.2L Engine.....	N/C	N/C
	Includes 3890-lb Payload.		

Mechanical

X3E	Axle Ratio, 3.73 w/Electronic Locking.....	\$333.00	\$390.00
	(Req's 996 6.2L Engine)		

Tires

TCH	LT275/65R18E BSW	Std.	Std.
-----	------------------------	------	------

Exterior Colors

Selection Required on All Orders

Z1	Oxford White	N/C	N/C
	(Req's an Interior Color)		

08-20-15
ID: 16-24

SELECTED VEHICLE REPORT
Effective dates: 8/14/2015-8/20/2015

page 3 of 5

2016 Ford

Interior Colors			
Selection Required on All Orders			
*S	Steel	N/C	N/C
	(N/A w/Exterior Color-H7 or RR) (First Character Refers to Seats)		
TOTAL PRODUCTION OPTIONAL EQUIPMENT.....		\$1,337.00	\$1,570.00
TOTAL DEALER INVOICE AND MSRP.....		\$35,875.00	\$38,910.00

* * * STANDARD EQUIPMENT * * *

Air Conditioning, Manual
Alarm System, Perimeter
Alternator, HD 157-Amp
Axle Ratio, 3.73
Axle, Front, 5250-lb Cap
Axle, Rear, 6200-lb Cap
Battery, 72-Amp
Bracket, Front License Plate
Brakes, Power F&R Disc
Braking System, F&R Anti-Lock
Bumpers, Chrome F&R w/Rear Step
Carpeting
Clock, Digital (w/Radio)
Communication & Entertainment System, SYNC w/MyFord, Voice Activation, AppLink, 911 Assist & Vehicle Health Reports
Compass
Console, Overhead w/Storage
Cruise Control
Cup Holders
Door Locks, Power
Drivetrain, 2WD
Engine, V8, Flexible Fuel, 6.2 Liter
Entry System, Keyless Remote Control
Equipment Group
Floor Mats, Carpeted
Fuel Tank, 35.0 Gal Cap
Glass, Privacy
Grille, Two-Bar Chrome
GVWR, 10,000-lb
Headlamps, Dual Beam Jewel Effect
Hill Start Assist Control
Idle Control, Stationary Elevated
Jack, 2-Ton Mechanical
Light, Engine Comp't
Lights, Clearance
Lights, Exterior Cargo & Reading
Message Center
Mirrors, Dual Heated Power w/Manual Fold, Turn Signals & Manual Telescoping Trailer Tow
Mirrors, Dual Visor Vanity
Parental Controls, MyKey
Payload, 4040-lb
Power Equipment Group
Power Outlets, (3)
Radio Equipment, (4) Speakers
Radio Equipment, Auxiliary Input
Radio Equipment, SiriusXM Feature w/6-mos of Service
Radio Equipment, USB Port

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Attachment: Charlotte County Bid Submitted (1819 : Authorization of Purchase of FY 2017-18 Police Vehicles in Accordance with Fleet

08-20-15
ID: 16-24

SELECTED VEHICLE REPORT

Effective dates: 8/14/2015-8/20/2015

page 4 of 5

2016 Ford

Radio, AM/FM Stereo w/CD & MP3
Restraint System, Dual Front, Front Head Curtain & Front Side Impact Air Bag
Seat, Cloth Split Bench
Shock Absorbers, HD
Smartphone Interface, SYNC AppLink
Springs, Front, Computer Selected
Springs, Rear, 6290-lb Cap
Stability Control, AdvanceTrac
Stability Control, Roll
Stabilizer Bar, Front
Steering Wheel Touch Controls
Steering Wheel, Tilt & Telescoping
Steering, Power
Storage Bin, Underseat Locking
Tachometer
Temperature Display, O/S
Tie-Down Hooks, (4)
Tire & Wheel, Spare
Tire Pressure Monitor
Tires - F&R, LT275/65R18E BSW
Tow Hooks, (2) Front
Towing Cap, 14,000-lb Max (When Properly Equipped)
Trailer Brake Controller, Integrated
Trailer Hitch Receiver, 12.5K
Trailer Sway Control
Trailer Tow Pkg, 7 to 4-Way Connector & 7-Wire Trailer Harness
Transmission, Automatic, HD 6-Spd w/SelectShift
W/S Wipers, Intermittent
Wheel Conversion, Single Rear
Wheels, 18" Cast Aluminum
Windows, Power

General Specifications:

Alternator Amps- 157 Amps, 200 Amps; Brakes: Front- Disc; Brakes: Rear- Disc;
Braking System- F&R Anti-Lock; Spare Tire Type- Conventional, Conventional;
Telematics / Communication Brand- SYNC with MyFord, Crew Chief; Tires / Wheel Size-
LT275/65R18E, LT265/70R17E, LT245/75R17E; Wheel Type- Cast Aluminum, Cast Aluminum;
Amps- 72 Amps; Alternator Sub-Type- Heavy Duty, Extra HD; Sidewall Description-
BSW, BSW, OWL; Tire Type- All Terrain; # of Speakers- 4 Speaker; Rear Wheel
Configuration- Single Rear Wheel; Combined Side Barrier and Pole Rating-Front Seat-
Not Rated; Combined Side Barrier and Pole Rating-Rear Seat- Not Rated; Frontal
Barrier Crash Rating-Driver (Male)- Not Rated; Frontal Barrier Crash
Rating-Passenger (Female)- Not Rated; Frontal Crash Rating-Overall- Not Rated;
Overall Rating- Not Rated; Rollover Rating-Overall- 4 Star Rating; Side Barrier
Rating-Driver Front Seat (Male)- Not Rated; Side Barrier Rating-Overall- Not Rated;
Side Barrier Rating-Passenger Rear Seat (Female)- Not Rated; Side Crash
Rating-Overall- Not Rated; Side Pole Rating-Driver Front Seat (Female)- Not Rated;
Axle Ratio- 3.73, 3.73, 3.31, 4.30; Curb Weight- 5,941 Pounds; Fuel Capacity- 35.0
Gallons; Minimum Ground Clearance- 8.5; Towing Capacity, Maximum- 14,000 Pounds;
Turning Diameter- 47.7 Feet; Wheel Base- 137.0 Inches; Payload Capacity- 4,040
Pounds; GVWR- 10,000 Pounds, 9,900 Pounds, 9,900 Pounds; Truck Bed Volume- 77 Cubic
Feet; Bed Length- 8 Feet; Payload Designation- 1 Ton; EPA Passenger- 65.9 Cubic
Feet; Head Room: Front- 40.7 Inches; Height- 76.6 Inches; Leg Room: Front- 41.1
Inches; Overall Length- 227.6 Inches; Shoulder Room: Front- 68.0 Inches; Width
without mirrors- 79.9 Inches; Hip Room: Front- 67.6 Inches;

08-20-15
ID: 16-24

SELECTED VEHICLE REPORT

Effective dates: 8/14/2015-8/20/2015

page 5 of 5

2016 Ford

Warranty:

Basic Miles- 36,000 Miles; Basic Years- 3 Years; Corrosion/Rust Through Miles- Unlimited; Corrosion/Rust Through Years- 5 Years; Powertrain Miles- 60,000 Miles; Powertrain Years- 5 Years; Roadside Assistance Miles- 60,000 Miles; Roadside Assistance Years- 5 Years;

Engine, Transmission and Drive Train Specification:

Drivetrain- 2WD; Engine Type- Diesel; Engine Sub-Type- Turbo; Cylinders- 8 Cylinders; Displacement- 6.7 Liter; Bore- 3.90 Inches; Compression Ratio- 16.2; Fuel Induction- Direct Injection; Horsepower- 440 HP; Horsepower RPM- 2,800 RPM; Stroke- 4.25 Inches; Torque- 860 Foot Pounds; Torque RPM- 1,600 RPM; Total no. valves- 32 Valves; Valve Train- Overhead Valve; Engine Configuration- V; Engine VIN- T; CID- 406 Cubic Inches; Recommended Fuel- Diesel; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT; Transmission Sub-Type- Heavy Duty; Manual Mode- SelectShift; Engine Type- Flexible Fuel; Cylinders- 8 Cylinders; Displacement- 6.2 Liter; Bore- 4.02 Inches; Compression Ratio- 9.8; Fuel Induction- Sequential Fuel Injection; Horsepower- 385 HP; Horsepower RPM- 5,500 RPM; Stroke- 3.74 Inches; Torque- 405 Foot Pounds; Torque RPM- 4,500 RPM; Total no. valves- 16 Valves; Valve Train- Single Overhead Cam; Engine Configuration- V; Engine VIN- 6; CID- 379 Cubic Inches; Recommended Fuel- Regular; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT; Transmission Sub-Type- Heavy Duty; Manual Mode- SelectShift;

EPA Estimated Miles Per Gallon:

City: ; Hwy:

08-20-15
ID: 16-23

SELECTED VEHICLE REPORT
Effective dates: 8/14/2015-8/20/2015

page 1 of 4

2016 Ford

	INVOICE	MSRP
Explorer XLT		
XLT 4WD Sport Utility 4D.....	\$33,011.00	\$35,400.00
Destination Charge.....	\$895.00	\$895.00
BASE MODEL PRICE WITH DESTINATION CHARGE.....	\$33,906.00	\$36,295.00
(Mfr's Effective Date 4/13/2015 Revised)		

	24 Month	36 Month	48 Month	60 Month
Residual Values	73%	65%	57%	51%

* * * OPTIONAL EQUIPMENT * * *

Engine

(Selection Required on All Orders)

998	V6, 3.5 Liter	N/C	N/C
-----	---------------------	-----	-----

Transmission

44J	Automatic, 6-Spd w/SelectShift	Std.	Std.
-----	--------------------------------------	------	------

Mandatory Equipment Packages

Selection Required on All Orders

200A	Equipment Group	N/C	N/C
	(See Std Equipment Listing)		

Accessory Equipment Packages

52T	Trailer Tow Pkg, Class III.....	\$497.00	\$570.00
	Includes 7-Pin & 4-Pin Trailer Harness Connectors, Engine Oil Cooler & Trailer Hitch Receiver. (Req's 998 3.5L Engine)		

Entertainment and Instrumentation

582	Radio Equipment, SiriusXM Feature.....	Std.	Std.
	Includes 6-mos of Service.		

Seats

8*	Seats, Unique Cloth Bucket.....	N/C	N/C
	(Last Character Refers to Interior Color)		

Lighting and Mirrors

942	Lights, Daytime Running (Fleet Only).....	\$39.00	\$45.00
-----	---	---------	---------

Cargo and Towing

50N	Roof Rail Crossbars, (Installed by Dealer).....	\$122.00	\$140.00
-----	---	----------	----------

Wheels

64C	Wheels, 5-Spoke Sparkle Silver Painted Aluminum.....	Std.	Std.
-----	--	------	------

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Attachment: Charlotte County Bid Submitted (1819 : Authorization of Purchase of FY 2017-18 Police Vehicles in Accordance with Fleet

08-20-15
ID: 16-23

SELECTED VEHICLE REPORT
Effective dates: 8/14/2015-8/20/2015

page 2 of 4

2016 Ford

Tires

--- P245/60R18 BSW Std. Std.

Exterior Colors

(Selection Required on All Orders)

YZ Oxford White N/C N/C
(Req's an Interior Color)

Interior Colors

(Selection Required on All Orders)

*L Medium Light Camel N/C N/C
(Req's an Exterior Color) (First Character Refers to Seats)

TOTAL PRODUCTION OPTIONAL EQUIPMENT..... \$658.00 \$755.00

TOTAL DEALER INVOICE AND MSRP..... \$34,564.00 \$37,050.00

*** * * STANDARD EQUIPMENT * * ***

Air Conditioning, Manual
Alarm System, Perimeter
Alternator, 200-Amp
Axle Ratio, 3.65
Battery, 58-Amp
Brakes, Power F&R Disc
Braking System, Anti-Lock
Cladding, Lower Body Side
Clock, Digital (w/Radio)
Communication & Entertainment System, SYNC w/MyFord
Compass
Consoles, Floor w/Storage & Overhead w/Storage
Cruise Control
Cup Holders, F&R
Curve Control
Defroster, Rear Window
Door Locks, Automatic Power
Drivetrain, 4WD
Engine Immobilizer
Engine Start, Push Button w/Intelligent Access
Engine, V6, 3.5 Liter
Entry System, Illuminated Keyless Remote Control
Entry System, SecuriCode Keypad
Equipment Group
Exhaust, Chrome Dual
Floor Mats, Carpeted F&R
Fog Lights
Fuel Tank, 18.6 Gal Cap
Glass, Privacy
Grille, Gray
Headlamp Control, Automatic
Headlamps, LED
Hill Descent Control
Hill Start Assist Control
Lights, Approach
Lights, F&R Reading
Lights, Overhead
Message Center

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Attachment: Charlotte County Bid Submitted (1819 : Authorization of Purchase of FY 2017-18 Police Vehicles in Accordance with Fleet

08-20-15
ID: 16-23

SELECTED VEHICLE REPORT

Effective dates: 8/14/2015-8/20/2015

page 3 of 4

2016 Ford

Mirrors, Dual Heated Power w/Manual Fold & Turn Signals
Mirrors, Dual Illuminated Visor Vanity
Moldings, Wheel Lip
Parental Controls, MyKey
Parking Sensors, Rear
Power Outlets, (4) 12V
R/V Camera w/Washer
Radio Equipment, (6) Speakers
Radio Equipment, Audio/Video Input Jacks
Radio Equipment, Auxiliary Input
Radio Equipment, SiriusXM Feature
Radio Equipment, USB Port
Radio, AM/FM Stereo w/CD & MP3
Restraint System, Dual Front, F&R Head Curtain, RH Knee & Front Side Impact Air Bag
Reverse Sensing System
Roof Rails, Silver
Seat Adjuster, 10-Way Power Driver's
Seat Adjuster, 6-Way Power Passenger's
Seat, Split Flat Folding Center
Seats, Split Folding Rear
Seats, Unique Cloth Bucket
Shift Knob, Leather-Wrapped
Spoiler, Rear
Stability Control, AdvanceTrac
Stabilizer Bars, F&R
Steering Wheel Touch Controls
Steering Wheel, Leather-Wrapped Tilt & Telescoping
Steering, Electric Power Assist
Tachometer
Tail Lights, LED
Terrain Management System
Tire Pressure Monitor
Tire, Limited Use Spare
Tires - F&R, P245/60R18 BSW
Tow Hooks, Front
Towing Cap, 5000-lb Max (When Properly Equipped)
Traction Control
Trailer Sway Control
Transmission, Automatic, 6-Spd w/SelectShift
Trip Computer
W/S Wipers, Variable Intermittent
Wheels, 5-Spoke Sparkle Silver Painted Aluminum
Windows, Power
Wiper, Rear Window

General Specifications:

08-20-15
ID: 16-23

SELECTED VEHICLE REPORT

Effective dates: 8/14/2015-8/20/2015

page 4 of 4

2016 Ford

Alternator Amps- 200 Amps; Brakes: Front- Disc; Brakes: Rear- Disc; Braking System- Anti-Lock; Spare Tire Type- Limited Use; Telematics / Communication Brand- SYNC with MyFord; Tires / Wheel Size- P245/60R18; Wheel Type- Aluminum, Aluminum; Amps- 58 Amps; Sidewall Description- BSW; # of Speakers- 6 Speaker; Combined Side Barrier and Pole Rating-Front Seat- 5 Star Rating; Combined Side Barrier and Pole Rating-Rear Seat- 5 Star Rating; Frontal Barrier Crash Rating-Driver (Male)- 4 Star Rating; Frontal Barrier Crash Rating-Passenger (Female)- 5 Star Rating; Frontal Crash Rating-Overall- 5 Star Rating; Overall Rating- 5 Star Rating; Rollover Rating-Overall- 4 Star Rating; Side Barrier Rating-Driver Front Seat (Male)- 5 Star Rating; Side Barrier Rating-Overall- 5 Star Rating; Side Barrier Rating-Passenger Rear Seat (Female)- 5 Star Rating; Side Crash Rating-Overall- 5 Star Rating; Side Pole Rating-Driver Front Seat (Female)- 5 Star Rating; Axle Ratio- 3.65; Curb Weight- 4,629 Pounds; Fuel Capacity- 18.6 Gallons; Minimum Ground Clearance- 8.3; Towing Capacity, Maximum- 5,000 Pounds; Turning Diameter- 38.9 Feet; Wheel Base- 112.8 Inches; EPA Passenger- 151.7 Cubic Feet; Head Room: Front- 41.4 Inches; Head Room: Rear- 37.8 Inches; Height- 70.0 Inches; Leg Room: Front- 42.9 Inches; Leg Room: Rear- 32.0 Inches; Overall Length- 198.3 Inches; Shoulder Room: Front- 61.5 Inches; Shoulder Room: Rear- 50.8 Inches; Trunk or Cargo Capacity- 80.7 Cubic Feet; Width with mirrors- 90.2 Inches; Cargo behind second seat- 43.8 Cubic Feet; Cargo behind last seat- 21.0 Cubic Feet; Cargo with all seats down- 80.7 Cubic Feet; Head Room: Center Row- 40.6 Inches; Leg Room: Center Row- 39.5 Inches; Shoulder Room: Center Row- 61.0 Inches; Hip Room: Center Row- 56.8 Inches; Hip Room: Front- 57.3 Inches; Hip Room: Rear- 40.7 Inches;

Warranty:

Basic Miles- 36,000 Miles; Basic Years- 3 Years; Corrosion/Rust Through Miles- Unlimited; Corrosion/Rust Through Years- 5 Years; Powertrain Miles- 60,000 Miles; Powertrain Years- 5 Years; Roadside Assistance Miles- 60,000 Miles; Roadside Assistance Years- 5 Years;

Engine, Transmission and Drive Train Specification:

Drivetrain- 4WD; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT; Engine Type- Gas; Cylinders- 6 Cylinders; Displacement- 3.5 Liter; Bore- 3.60 Inches; Compression Ratio- 10.8; Fuel Induction- Sequential Fuel Injection; Horsepower- 290 HP; Horsepower RPM- 6,500 RPM; Stroke- 3.40 Inches; Torque- 255 Foot Pounds; Torque RPM- 4,000 RPM; Total no. valves- 24 Valves; Engine Configuration- V; Engine VIN- 8; CID- 213 Cubic Inches; Recommended Fuel- Regular; Engine Type- Gas; Engine Sub-Type- Turbo; Cylinders- 4 Cylinders; Displacement- 2.3 Liter; Compression Ratio- 9.5; Fuel Induction- Direct Injection; Horsepower- 270 HP; Torque- 300 Foot Pounds; Total no. valves- 16 Valves; Valve Train- Dual Overhead Cam; Engine Configuration- Inline; Engine VIN- H; CID- 143 Cubic Inches; Recommended Fuel- Regular; Transmission Type- Automatic; # of Speeds- 6 Speed; Transmission Code- ATT;

EPA Estimated Miles Per Gallon:

City: 17; Hwy: 23



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.gov

Attachment: Charlotte County NOTICE OF ACCEPTANCE (1819 : Authorization of Purchase of FY 2017-18 Police Vehicles in Accordance

11/12/2015

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
 2800 US Hwy 98 North
 Bartow, FL 33830

RE: NOTICE OF ACCEPTANCE

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2015000418, Annual Contract - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on October 14, 2015. Please sign and fax back to this office at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2016, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett, C.P.M., CPPB
 Senior Division Manager - Purchasing

KAC/at

ACCEPTED:

Richard Weissinger, Commerical Fleet Sales

Date: 11/14/15

cc: File

PURCHASING DIVISION
BUDGET & ADMINISTRATIVE | SERVICE DEPARTMENT
 18500 Murdock Circle, Suite 344 | Port Charlotte, FL 33948-1068
 Phone: 941.743.1378 | Fax: 941.743.1384

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM
VEHICLES - ANNUAL CONTRACT**

Contract #: 2015000418 **Award Date:** 11/10/2015 **Awarded By:** BOCC

Original Term: From: 11/10/2015 **To:** 9/30/2016 **Renewal Term: From:** 10/1/2017 **To:** 9/30/2018

Description & Background of Contract:

This is an annual contract for the purchase of Ford Vehicles on an 'as needed' basis.

On November 10, 2015 when the Charlotte County Board of Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2017 through and including September 30, 2018.

Contract Specialist: Alisa True

Phone: 941-743-1549

Fax: 941-743-1384

Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Fiscal Reviewed by:

Roger Davis

Requested by: Richard Weissinger
Bartow Ford

See Attached

Signature/Date

Approved by: Richard Kolar
Fleet Management

Kolar, Richard Kolar, Richard
Jul 13 2017 12:13 PM 

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Cheryl Mastin Cheryl Mastin
Jul 13 2017 1:07 PM 

Signature/Date

Approved by: Hector Flores
County Administration

Raymond Sandrock Raymond Sandrock
Jul 13 2017 3:06 PM 

Signature/Date

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM
VEHICLES - ANNUAL CONTRACT**

Contract #: 2015000418 **Award Date:** 11/10/2015 **Awarded By:** BOCC

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Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford


Signature/Date

7/6/17

Approved by: Richard Kolar
Fleet Management

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Hector Flores
County Administration

Signature/Date

Attachment: Charlotte County NOTICE OF ACCEPTANCE (1819 : Authorization of Purchase of FY 2017-18 Police Vehicles in Accordance

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2015000418 Title: Vehicles - Annual Contract
 Department: Fleet Management Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

Modification and complex manufacture vehicles with special equipment takes 30-90 days longer than anticipated. However, they come in with conformance to spec and any changes that may be necessary are made without issue.

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Richard Kolar

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

Contract #: 2015000418 **Award Date:** 11/10/2015 **Awarded By:** BOCC

Original Term: From: 11/10/2015 **To:** 9/30/2016 **Renewal Term: From:** 10/1/2017 **To:** 9/30/2018

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Contract Specialist E-mail: alisa.true@charlottecountyfl.gov

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Fiscal Reviewed by:	<u>Roger Davis</u> _____ Signature/Date
Requested by: Richard Weissinger Bartow Ford	<u>See Attached</u> _____ Signature/Date
Approved by: Richard Kolar Fleet Management	<u>Kolar, Richard</u> Kolar, Richard Jul 13 2017 12:13 PM cosign _____ Signature/Date
Approved by: Kimberly A. Corbett, C.P.M., CPPB Charlotte County Purchasing	<u>Cheryl Mastin</u> Cheryl Mastin Jul 13 2017 1:07 PM cosign _____ Signature/Date
Approved by: Hector Flores County Administration	<u>Raymond Sandrock</u> Raymond Sandrock Jul 13 2017 3:06 PM cosign _____ Signature/Date

**ADMINISTRATIVE CONTRACT RENEWAL
APPROVAL FORM**
VEHICLES - ANNUAL CONTRACT

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Fiscal Reviewed by:

Requested by: Richard Weissinger
Bartow Ford

 7/6/17
Signature/Date

Approved by: Richard Kolar
Fleet Management

Signature/Date

Approved by: Kimberly A. Corbett, C.P.M., CPPB
Charlotte County Purchasing

Signature/Date

Approved by: Hector Flores
County Administration

Signature/Date

CONTRACTOR/VENDOR PERFORMANCE EVALUATION

Bid No.: 2015000418 Title: Vehicles - Annual Contract
 Department: Fleet Management Contractor/Vendor: Bartow Ford

THIS FORM SHALL BECOME PUBLIC RECORD, THEREFORE, ALL ITEMS SHOULD BE COMPLETED THOROUGHLY AND EXPLAINED BASED ON FACT.

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. Did the Contractor/Vendor perform and/or deliver on time? | ☒ | ☐ |
| 2. Was quality of product/service rendered in conformance with specs? | ☒ | ☐ |
| 3. Did the Contractor/Vendor provide timely warranty service and/or repairs? | ☒ | ☐ |
| 4. Did the Contractor/Vendor display cooperation in working out problems? | ☒ | ☐ |
| 5. Would you recommend that Charlotte County continue to do business with the firm? | ☒ | ☐ |

Additional Comments (Optional):

Modification and complex manufacture vehicles with special equipment takes 30-90 days longer than anticipated. However, they come in with conformance to spec and any changes that may be necessary are made without issue.

This form shall become public record. By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Richard Kolar

October 3, 2017

City of Holly Hill
Sergeant Jason Weiss

DESCRIPTION	
K8A	2017 Ford Interceptor Utility
99R	3.7L V-6 Engine
44C	6 Speed Automatic Transmission
86P	Front Headlamp Prep Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies
43D	Dark Car Feature
60A	Factory Grill, Lamp, Siren & Speaker Wiring
51Y	Factory Pillar Mounted Spotlight
53M	SYNC Voice Activated Bluetooth
17A	Aux Rear Air Conditioning
595	Keyless Entry Fob
76R	Reverse Sensing
87R	Rear View Camera
	Factory Invoice
	Government Price Concession @ Price Level 715
	3.05% Contract Discount
	Whelen Liberty II Lightbar with LED Takedown Lights, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6) Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted on Tag Bracket, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Whelen LED Spotlight Head, Rear Taillight Flasher, Havis C-2400 Console with Dual Cup Holder & C-ARM-103 Arm Rest, C-HDM-204 Side Mount with UT101 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Rear Cargo Barrier, Bartow Ford Custom Installation.
	Install Customer Supplied In Car Video, Radio, Antenna, Radar
	Holly Hill POLICE Graphics
TOTAL PURCHASE AMOUNT PER UNIT	

\$33,207.13

\$3,364.00

\$1,012.82

\$6,576.00

\$0.00

\$450.00

\$0.00

\$35,406.31

Pricing in accordance with the Charlotte County contract # 2015000418

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
 Richard Weissinger
 Commercial Fleet Sales
 Direct Line (813) 477-0052
 Fax (863) 533-8485

October 3, 2017

City of Holly Hill
Sergeant Jason Weiss

DESCRIPTION	
K8A	2017 Ford Interceptor Utility
99R	3.7L V-6 Engine
44C	6 Speed Automatic Transmission
86P	Front Headlamp Prep Includes pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) and pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies
43D	Dark Car Feature
60A	Factory Grill, Lamp, Siren & Speaker Wiring
51Y	Factory Pillar Mounted Spotlight
53M	SYNC Voice Activated Bluetooth
17A	Aux Rear Air Conditioning
595	Keyless Entry Fob
76R	Reverse Sensing
87R	Rear View Camera
	Factory Invoice
	\$33,207.13
	Government Price Concession @ Price Level 715
	\$3,364.00
	3.05% Contract Discount
	\$1,012.82
	Whelen Inneredge Lightbar with LED Takedown Lights, Whelen 295SLSA6 Siren Controller, (1) 100 Watt Speaker, (2) Whelen MICRON's Mounted in Grill Area, (2) Whelen ION's Mounted in Rear 1/4 Glass, (6) Head 3 Red / 3 Blue Lightstick Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights, Wig Wag Headlight Flasher, (2) Whelen MICRON's Mounted on Tag Bracket, Under-the-Side View Mirror with V-Series Combination 180° Warning and Puddle Light, Whelen LED Spotlight Head, Rear Taillight Flasher, Havis C-2400 Consoler with Dual Cup Holder & C-ARM-103 Arm Rest, C-HDM-204 Side Mount with UT101 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Rear Cargo Barrier, Bartow Ford Custom Installation.
	\$5,968.00
	Install Customer Supplied In Car Video, Radio, Antenna, Radar
	\$0.00
	Holly Hill POLICE Graphics
	\$450.00
	\$0.00
TOTAL PURCHASE AMOUNT PER UNIT	
\$34,798.31	

Pricing in accordance with the Charlotte County contract # 2015000418

x 2

Delivery 60 days after receipt of your Purchase Order

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 24, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-67 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the Joint Project Agreement (JPA) Between the County of Volusia and the City of Holly Hill to Approve the JPA for Relocation of the City's Utility Lines Within the County's Right-Of-Way, Grant the County an Easement for Their Drainage Line Within City Property, in Collaboration with the County's Drainage Improvements Work in the Rio Way Area; Providing for Severability; and Providing for an Effective Date.

NUMBER: (ID # 1816)
APPLICANT:
PLANNER:

DISCUSSION:

Volusia County will be reconstructing a 5.3-acre wet retention pond within the area of the Rio Way parcels acquired by the County on the south side of Calle Grande just west of the golf course and hydraulically connect the proposed pond to the existing canal and pond at the dog park (Riviera Oaks Stormwater Pond) with new large diameter pipes. These ponds will then function as a single pond once interconnected. As part of this project the County will be removing and re-routing water and sewer lines along Rio Way and Calle Grande to support their project.

As a result of the County's proposed stormwater improvements, the 10-inch sewer main that runs through the wetlands from Rio Way south to the manhole where Chipaway Lane connects will no longer be needed and the 10-inch main from Chipaway Lane to Lift Station 24 will be oversized. This line was originally sized and constructed in 1977 to include a housing development that was never built in the current wetlands area, and also included flow from Rio Way. This line is currently the source of excess ground water infiltration from the wetlands into the City's sewer system and the City wishes to correct this problem as part of the County's project. The City's proposed addition to the County's project is to abandon or remove all obsolete sewers within the wetland area and replace the needed run from Chipaway Lane to Lift Station 24 with a new 8-inch main and manholes. This Joint Project Agreement (JPA) is to facilitate the removing and re-routing said water and sewer lines and improvements. The JPA will allow the City work to be bid as part of the County's project.

In addition, the City wishes to grant the County an easement within the City's dog park in support of drainage project for the County's drainage line going into the County canal.

FISCAL ANALYSIS:

Funding for this project is included in the 2017 Water Infrastructure fund.

STAFF RECOMMENDATION:

Approval of Joint Participation Agreement.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-66, AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT PROJECT AGREEMENT (JPA) BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL TO APPROVE THE JOINT PROJECT AGREEMENT FOR RELOCATION OF THE CITY'S UTILITY LINES WITHIN THE COUNTY'S RIGHT-OF- WAY, GRANT THE COUNTY AN EASEMENT FOR THEIR DRAINAGE LINE WITHIN CITY PROPERTY, IN COLLABORATION WITH THE COUNTY'S DRAINAGE IMPROVEMENTS WORK IN THE RIO WAY AREA.

ATTACHMENTS:

- Dog Park Drainage Easement (PDF)
- Holly Hill Rio Way JPA final version (PDF)

Resolution No. (ID # 1816)

RESOLUTION 2017-R-67 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT PROJECT AGREEMENT (JPA) BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL TO APPROVE THE JPA FOR RELOCATION OF THE CITY'S UTILITY LINES WITHIN THE COUNTY'S RIGHT-OF-WAY, GRANT THE COUNTY AN EASEMENT FOR THEIR DRAINAGE LINE WITHIN CITY PROPERTY, IN COLLABORATION WITH THE COUNTY'S DRAINAGE IMPROVEMENTS WORK IN THE RIO WAY AREA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-66

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT PROJECT AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND THE CITY OF HOLLY HILL TO APPROVE THE JOINT PROJECT AGREEMENT FOR RELOCATION OF THE CITY'S UTILITY LINES WITHIN THE COUNTY'S RIGHT-OF-WAY, GRANT THE COUNTY AN EASEMENT FOR THEIR DRAINAGE LINE WITHIN CITY PROPERTY, IN COLLABORATION WITH THE COUNTY'S DRAINAGE IMPROVEMENTS WORK IN THE RIO WAY AREA AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the COUNTY is constructing drainage improvements including a regional retention pond, in the Rio Way area, which is described hereafter as "COUNTY's Drainage Improvements"; and

WHEREAS, the CITY's water and sewer utility lines within the Rio Way and Canal right-of- ways conflict with the COUNTY's Drainage Improvements project and must be relocated; and

WHEREAS, the utility relocation includes the construction of a sewer lift station, approximately 2,700 feet of sanitary sewer force main pipe, approximately 1,800 feet of gravity sanitary sewer with five manholes, and four sewer laterals and all connections and appurtenances; and

WHEREAS, construction also includes the demolition and capping of the existing sewer system and the relocation of utilities including the construction of approximately 1,600 feet of water main, services and appurtenances, demolition and capping of existing water

lines; and

WHEREAS, the COUNTY has prepared, at its expense, design drawings and specifications for the CITY's utility work which is described hereafter as the "CITY's Utility Work"; and

WHEREAS, the COUNTY has obtained grant funding to offset the CITY and COUNTY project costs; and

WHEREAS, the CITY and COUNTY, after application of the grant funding, agrees to assume split equally among themselves the a portion of all costs incurred for the CITY's Utility Work, the COUNTY's Drainage Improvements and associated engineering services attributed to both projects such utility work; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both Parties to enter into this AGREEMENT providing for construction of the COUNTY's Drainage Improvements and the CITY's Utility Work to be combined into one JOINT PROJECT administered by the COUNTY; and

WHEREAS, the CITY has furnished the COUNTY with a complete set of design drawings and specifications including a "summary of quantities" sheet covering all construction requirements of the work; and

WHEREAS, in support of drainage project, the CITY will grant the COUNTY an easement within the CITY's dog park for the COUNTY's drainage line going into the COUNTY canal; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both parties to enter into this AGREEMENT providing for construction of the COUNTY's Drainage Work and the CITY's Utility Work to be combined into one JOINT PROJECT administered by the COUNTY.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The CITY COMMISSION authorizes the CITY MANAGER to execute the Joint Project Agreement (JPA) between the COUNTY OF VOLUSIA and the CITY OF HOLLY HILL to approve the Joint Project Agreement between the COUNTY OF VOLUSIA and the CITY OF HOLLY HILL for relocation of the CITY's utility lines within the COUNTY's Right-of-Way and in collaboration with the COUNTY's drainage improvements work in the Rio Way area.

SECTION 2. The CITY Commission authorizes the CITY Manager to execute the attached drainage easement within the CITY's dog park for the COUNTY's drainage line going into the COUNTY canal.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2017.

This instrument prepared by:
 Volusia County Public Works Department
 123 West Indiana Avenue
 DeLand, Florida 32720

DRAINAGE EASEMENT

THIS INDENTURE made this ____ day of _____, 20 ____, by and between the **CITY OF HOLLY HILL**, a municipal corporation existing under the laws of the State of Florida of the County of Volusia, State of Florida, whose post office address is 1065 Ridgewood Ave., Holly Hill, FL 32117, Grantor, and the **COUNTY OF VOLUSIA**, a Political Subdivision of the State of Florida, whose permanent address is 123 West Indiana Avenue, DeLand, Florida 32720-4262, Grantee.

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00) dollars and other good and valuable considerations, the Grantor does hereby grant, sell and convey unto the Grantee, its successors and assigns forever, an easement along, under and across the following described property lying and being in Volusia County, Florida, described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right to construct necessary drainage swales or underground drainage systems over and under said land and together with the right to maintain or repair the same with the right of ingress and egress to and over said property.

The Property Appraiser's Parcel Identification Number of the Parent Parcel is: 4242-04-21-0270

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its proper officers and under its seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
 IN OUR PRESENCE: (Two witnesses as
 required by Florida Law)

 Witness Signature

 Print Name

 Witness Signature

 Print Name

CITY OF HOLLY HILL, a municipal corporation
 existing under the laws of the State of Florida

By: _____
 Mayor

 (Print or Type Name)

ATTEST: _____
 City Manager

 (Print or Type Name)

STATE OF _____
COUNTY OF _____

Before me personally appeared _____ and _____, to me well known and known to me to be the _____ Mayor and _____ City Manager respectively of the City of Holly Hill, the municipal corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said municipal corporation, executed the same; and then and there the said _____ and the said _____ did acknowledge before me that said instrument is the free act and deed of said municipal corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the municipal corporate seal by them in like capacity affixed; all under authority in them duly vested by the City Commission of said municipal corporation.

WITNESS my hand and official seal this ____ day of _____, A.D. 20____.

Notary Public Signature

(Print or Type Name)

My commission expires:

SKETCH OF DESCRIPTION 15' DRAINAGE EASEMENT

EXHIBIT "A"

A portion of Lots 26 and 27, Block 21, Mary C. Flemming Subdivision, according to the plat thereof as recorded in Map Book 1, Page 1, of the Public Records of Volusia County, Florida, being more particularly described as follows;

Commence at the southwest corner of said Lot 27, also being a point that is 25.00 feet South 25°42'40" East of the North right of way line of Alabama Avenue (having a 55.00 foot wide right of way); Thence run North 25°42'40" West along the West line of said lot 27, for a distance of 176.68 feet to the Point of Beginning; Thence departing aforesaid West line run South 63°03'00" West, for a distance of 138.30 feet to a point on the Westerly Boundary line of the City of Holly Hill owned property with a Parcel Identification Number 4242-04-21-0270; Thence run North 25°36'11" West along said Westerly line, for a distance of 15.00 feet; Thence departing said Westerly line, run North 63°03'05" East, for a distance of 138.28 feet to a point on the aforesaid Westerly line of Lot 27; Thence run North 64°32'30" East, for a distance of 196.03 feet to a point on the Easterly line of aforesaid City of Holly Hill Parcel; Thence run South 00°06'57" West along said Westerly line, for a distance of 7.29 feet; Thence run South 18°45'52" East, for a distance of 8.49 feet; Thence departing said Easterly line, run South 64°32'30" West, for a distance of 191.83 feet to the aforesaid Point of Beginning; Containing 4,973.02 square feet or 0.1141 Acres more or less.



1780 DOYLE ROAD, SUITE 6
DELTONA, FLORIDA 32725
(386) 860-1866

SURVEYORS NOTES:

1. THIS IS NOT A BOUNDARY SURVEY
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, (EAST ZONE) AS DETERMINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATIONS "FPRN" CELLULAR GPS NETWORK. THE SOUTH LINE OF LOT 27, BLOCK 21, FLIMING FITCH GRANT, MAP BOOK 1 PAGE 1, BEING SOUTH 64°23'49" WEST.
3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

⊙ DENOTES A CHANGE IN DIRECTION

PAGE 1 OF 2

NOT VALID WITHOUT BOTH PAGES
FOR THE LICENSED BUSINESS #7213

JOB NO. 2016-021

CALCULATED BY: WHA

DATE: 9-21-2017

DRAWN BY: WHA

SCALE: 1" = 100 FEET

CHECKED BY: WHA

FIELD BY: N/A

WILLIAM H. ABEL, JR. PLS. # 6165
SIGNATURE

Packet Pg. 377



**JOINT PROJECT AGREEMENT BETWEEN COUNTY OF VOLUSIA AND THE
CITY OF HOLLY HILL FOR UTILITY RELOCATION AND DRAINAGE
IMPROVEMENTS FOR RIO WAY**

THIS JOINT PROJECT AGREEMENT (AGREEMENT) is made and entered into by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and the **City of Holly Hill** (CITY), a municipal corporation of the State of Florida, for relocation of the CITY's utility lines within the COUNTY's right-of-way and in collaboration with the COUNTY's drainage improvements work in the Rio Way area (such collaboration is referred to as JOINT PROJECT). Each of the above individually may be referred to as Party, and collectively as Parties.

WITNESSETH:

WHEREAS, the COUNTY is constructing drainage improvements including a regional retention pond, in the Rio Way area, as depicted in Exhibit A, which is described hereafter as "COUNTY's Drainage Improvements"; and

WHEREAS, the CITY's water and sewer utility lines within the Rio Way and B-7 Canal right-of-ways conflict with the COUNTY's Drainage Improvements project and must be relocated; and

WHEREAS, the utility relocation includes the construction of a sewer lift station, approximately 2,700 feet of sanitary sewer force main pipe, approximately 1,800 feet of gravity sanitary sewer with five manholes, and four sewer laterals and all connections and appurtenances; and

WHEREAS, construction also includes the demolition and capping of the existing sewer system and the relocation of utilities including the construction of approximately 1,600 feet of water main, services and appurtenances, demolition and capping of existing water lines; and

WHEREAS, the COUNTY has prepared, at its expense, design drawings and specifications for the CITY's utility work which is described hereafter as the "CITY's Utility Work"; and

WHEREAS, the COUNTY has obtained grant funding to offset the CITY and COUNTY project costs; and

WHEREAS, the CITY and COUNTY, after application of the grant funding, agree to be equally responsible for the excess costs incurred for the CITY's Utility Work, the COUNTY's Drainage Improvements and associated engineering services attributed to both projects; and

WHEREAS, the COUNTY and the CITY have determined that it would be in the best interest of the general public and to the economic advantage of both Parties to enter into

this AGREEMENT providing for construction of the COUNTY's Drainage Improvements and the CITY's Utility Work to be combined into one JOINT PROJECT administered by the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, promises, warranties and undertakings of the Parties contained herein and other good and valuable consideration given by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

Section 1 Recitals

The recitals set forth above are true and correct and are intended to form a material part of this Agreement.

Section 2 Mutual Cooperation

The COUNTY and the CITY shall mutually participate in this AGREEMENT and shall work cooperatively to coordinate and accomplish all aspects of both the COUNTY's Drainage Improvements and the CITY's Utility Work within the limits of the COUNTY's Drainage Improvements as included in the COUNTY's design drawings and specifications. The COUNTY and CITY agree to endeavor to fulfill the responsibilities and complete the work set forth in this AGREEMENT, and any amendment, modification, supplement or change order, which may be approved by the COUNTY and the CITY subsequent to execution of this AGREEMENT, as expeditiously as possible.

Section 3 City Responsibilities

3.1 Bid Documents. The bid documents have been prepared by the COUNTY's and the CITY's mutual engineering consultant for inclusion of the CITY's Utility work in the bid documents for the COUNTY's Drainage Improvements. Each Party shall be responsible for the accuracy and completeness of its own plans and documents.

3.2 Utility Work Plans. All of CITY's Utility Work on the JOINT PROJECT is to be done according to design drawings and specifications as approved by the CITY. The CITY will be responsible for verifying the accuracy of the information furnished by the CITY to the COUNTY and will also be responsible for any changes in the CITY's utility design drawings made necessary by errors or omissions in the information as furnished by the CITY. The COUNTY will be responsible for the accuracy of the COUNTY's Drainage Improvements information supplied to the CITY for use in the drawings preparation. The construction contract will include the provision that the contractor's insurance requirements and warranties for the CITY's Utility Work will apply to both the COUNTY and CITY.

3.3 Plan Coordination. The CITY shall work proactively with the COUNTY to eliminate any conflicts that may exist between the CITY's Utility work and the COUNTY's Drainage Improvements. The CITY agrees that the COUNTY'S Drainage Improvements take precedence over the CITY's Utility Work.

3.4 City Representatives. At its own expense, the CITY shall provide a knowledgeable representative to respond to any CITY's Utility Work related questions during the advertisement and bidding of the COUNTY'S Drainage Improvements. The CITY shall also provide a knowledgeable representative to attend and participate in any project meetings prior to and during the performance of the CITY'S Utility Work.

3.4.1 At its own expense, the CITY shall provide for the review and approval of shop drawings and any other submittals relating to the CITY's Utility Work during the construction of the COUNTY's Drainage Improvements. The review and approval of any shop drawings and submittals shall be performed in a timely manner and shall not delay the COUNTY's Drainage Improvements.

3.4.2 At its own expense, the CITY shall provide one on-site technician to observe the construction and assist in the coordination of testing of the CITY's Utility Work. At its own expense, the CITY shall provide for all testing required for the CITY's Utility Work, including but not limited to soil density and compaction testing.

3.4.3 During construction, the CITY's on-site technician shall furnish the County Project Manager, or other duly appointed designee, with daily progress reports or diary records, approved quantities and amounts for weekly, monthly and final estimates. Any deficiencies noted in construction shall be immediately reported to the County Project Manager, or other duly appointed designee, and the COUNTY shall maintain all necessary controls relative to the quality of construction.

3.5 Project Cost Share. CITY agrees it shall pay fifty percent (50%) of the remaining cost of CITY's Utility Work, the County's Drainage Improvements and associated engineering services for both projects after application of any grant funding. For example, if the total project cost is \$1,500,000 and \$750,000 in grant funding for the project is received, the CITY's 50% share of the remaining cost would be \$375,000.

Section 4 County's Responsibilities

4.1 Project Supervision. The COUNTY shall provide overall supervision to assure the JOINT PROJECT is constructed in compliance with all approved drawings and specifications. The COUNTY's responsibility for overall supervision does not relieve the CITY from performing its responsibilities in accordance with Section 3.

4.2 Drainage Improvements Plans. The COUNTY shall provide to the CITY one PDF copy and one AutoCAD format copy of the COUNTY's Drainage Improvements plans.

4.3 Project Cost Share. COUNTY agrees it shall pay fifty percent (50%) of the remaining cost of CITY's Utility Work, the County's Drainage Improvements and associated engineering services for both projects after application of any grant funding. For example, if the total project cost is \$1,500,000 and \$750,000 in grant funding for the project is received, the COUNTY's 50% share of the remaining cost would be \$375,000.

Section 5 Project Process

5.1 Bid Documents. The COUNTY shall be responsible for the assembly of all necessary bid documents for the COUNTY'S Drainage Improvements and the CITY's Utility Work. The COUNTY shall be responsible for advertisement, bidding, award and administration of the construction contract for the COUNTY's Drainage Improvements and the CITY's Utility Work. The plans, specifications and bid documents for the CITY's Utility Work shall be separately labeled as "CITY's Utility Work" for clarification. The COUNTY's contract documents will apply to both the COUNTY's Drainage Improvements and the CITY's Utility Work.

5.2 Notification and Award. The COUNTY shall receive, open and evaluate all bids and award the contract concurrently for the combined CITY's Utility Work and the COUNTY's Drainage Improvements. The cost of such bidding process shall be at the sole expense of the COUNTY. The COUNTY will not award the JOINT PROJECT without prior review and acceptance by the CITY of the CITY's Utility Work portion of the bid and issuance of a CITY purchase order. The CITY shall notify the COUNTY of its acceptance of the COUNTY's selection, in writing, within ten (10) days of receipt of notice, including the CITY's intent to exercise any options permitted by this paragraph. The notice to the CITY by the COUNTY shall include the amount of the CITY's Utility Work listed separately. The CITY understands and agrees that the COUNTY intends to award the contract to the lowest responsive and responsible bidder for the combined COUNTY's Drainage Improvements and CITY's Utility Work. The COUNTY will not award the JOINT PROJECT without receipt of a CITY purchase order.

5.2.1 The COUNTY and the CITY acknowledge that the COUNTY's bidding documents include a provision that subcontractors will be subject to review as to their competency prior to award of contract, and shall be one of the considerations in determining the lowest responsible bidder. In the event the lowest bidder has listed a subcontractor for the CITY's Utility Work which the CITY deems unacceptable due to cause, the COUNTY will request a change of that subcontractor with no change to the pricing in lieu of disqualifying the prime contractor. "Cause," shall include, but is not limited to considerations of past performance on projects owned by the COUNTY or the CITY and past or current litigation involving work performed by the subcontractor.

5.3 No Obligation. The COUNTY is under no obligation to accept any of the bids received at the bid opening for the combined COUNTY's Drainage Improvements and CITY's Utility Work, and may, at its option, without incurring any obligation to the CITY, reject all bids or any part of any bid received at bid opening.

5.4 Change Orders. Change Orders of either party shall be added to the total cost of both projects and any excess cost over grant funding shall be equally shared as outlined in Articles 3.5 and 4.2 above. However no change order shall go beyond the scope of the original projects.

5.5 Construction. All services and work under the construction contract shall be performed to the satisfaction of the County Project Manager. All questions, difficulties and

disputes of whatever nature which may arise under the construction contract for CITY'S Utility Work, including but not limited to the prosecution and fulfillment of the services thereunder and the character, quality, amount and value thereof, shall be decided by the County Project Manager after consultation with the CITY. The decision of the County Project Manager upon all such questions, difficulties and disputes thereunder shall be final. However, the County Project Manager's exercise of such decision-making authority will not authorize the Engineer to waive the requirement in Section 3.2 above, that all of the CITY's Utility Work must be done in accordance with the utility design drawings and specifications. The County Project Manager's authority is subject to the CITY's right to select the method of compensation for change orders consistent with the construction contract for the JOINT PROJECT.

5.5.1 The salvage value of any materials related to the CITY's Utility Work and removed from the construction site will become the property of the contractor and shall be disposed of by the contractor.

5.6 Conflicts. The Parties expressly agree that the COUNTY's Drainage Improvements shall take priority over the CITY's Utility Work. Any conflicts between the existing or proposed facilities in the COUNTY's Drainage Improvements and the CITY's Utility Work shall be coordinated with the CITY and shall be adjusted or relocated to adequately accommodate the COUNTY's Drainage Improvements at the CITY's sole expense.

5.7 Ownership. Upon completion and acceptance of the work and receipt by the CITY of as-built drawings of the completed work, the CITY shall own, control, maintain and be responsible for all the CITY's utility facilities involved, according to the COUNTY's terms of the standard use permit required by the COUNTY's ordinance for occupancy of public rights-of-way. The CITY agrees that it shall:

- (a) Maintain and keep in good repair, or cause to be maintained and kept in good repair, all such facilities or utilities within the right-of-way of the COUNTY road, canals and COUNTY owned land; and
- (b) Comply with all provisions of law and the COUNTY's manual with amendments and specifications for traffic control routing and parking; and
- (c) Conform with all other regulations of the COUNTY pertaining to occupancy of public rights-of-way.

Section 6 City Funding.

6.1 Sufficient funding. The CITY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the COUNTY's Drainage Improvements by the COUNTY and the CITY's Utility Work. Upon appropriation of funds, the CITY warrants that sufficient funds to cover the City's portion of the CITY's Utility Work, the COUNTY's Drainage Improvements and associated engineering services for both projects pursuant to this Agreement will be encumbered in an account upon receipt of the lowest responsive and responsible bid, and said funds shall be available exclusively for prompt payment of the CITY's obligation herein. The CITY shall prepare and deliver a purchase order to the COUNTY for the amount of the CITY's obligation herein. The

COUNTY will prepare and deliver an invoice for the cost of the CITY's obligation herein. The CITY will be provided the pay requests for review and written acceptance as to the percentage or quantities, as applicable, of work completed prior to processing for payment. The CITY shall pay all received invoices to the COUNTY within twenty (20) business days following receipt of the invoice. All invoices shall be sent to: City of Holly Hill, Mark Juliano, Public Works Director, 453 LPGA Boulevard, Holly Hill, FL 32117.

6.2 Billing. Upon final completion of all construction work, the COUNTY shall within one hundred eighty (180) days, furnish the CITY with two (2) copies of its final and complete billing of all costs incurred in connection with the CITY's Utility Work performed hereunder, such statement to follow as closely as possible the order of the items contained in the job estimate. The final billing shall show the description and site of the JOINT PROJECT; the date on which the first work was performed; the date on which the last work was performed or the last item of billed expense was incurred; and, the location where the records and accounts bill can be audited. Adequate reference shall be made in the billing to the COUNTY's records, accounts or other relevant documents. All cost and accounts shall be subject to audit by a representative of the CITY. Upon receipt of final invoices prepared in accordance with the provision of the COUNTY procedures, the CITY agrees to reimburse the COUNTY, within twenty (20) business days the amount of such cost.

Section 7 County Funding

The COUNTY's responsibilities under this AGREEMENT are contingent upon the appropriation of funds required for the COUNTY's Drainage Improvements by the COUNTY and CITY's Utility Work.

Section 8 Indemnification

Each Party shall be responsible for its sole negligence, breach of contract, or breach of this AGREEMENT, subject to the limitations in § 768.28, Florida Statutes.

Section 9 Miscellaneous

9.1 Entire Agreement. This AGREEMENT constitutes the entire agreement between the Parties regarding the COUNTY's Drainage Improvements and CITY's Utility Work as set forth herein. All negotiations, proposals and draft agreements, oral or written (or portions thereof) or understandings of any kind between the parties relating to the subject matter hereof are hereby superseded by this AGREEMENT to the extent the provisions of this AGREEMENT relate to such prior agreements or understandings or portions thereof.

9.2 Amendment. This AGREEMENT may only be amended, modified or supplemented in writing which must be duly executed by the COUNTY and CITY.

9.3 Severability. In the event that any provision of this AGREEMENT shall for any reason be determined invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this AGREEMENT or such other appropriate actions as shall implement and give effect to

the intentions of the Parties reflected herein. All other provisions of this AGREEMENT, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

9.4 Law/Venue. The applicable laws of the State of Florida shall govern the validity, interpretation, construction and performance of this AGREEMENT. Venue for any suit involving this AGREEMENT shall be Volusia County, Florida. In the event a Party deems it necessary to take legal action to enforce any provision of this AGREEMENT, each Party shall bear its own attorneys' fees and costs.

9.5 Notices. Any notice, statement, demand or other communication required or permitted to be delivered, served or given by either Party to the other shall be deemed delivered, served or given, if mailed in any general or branch United States Post Office (USPS) enclosed in a registered or certified envelope addressed to the respective Party, as follows:

TO COUNTY: VOLUSIA COUNTY
ATTN: JAMES T. DINNEEN
COUNTY MANAGER
123 WEST INDIANA AVENUE, RM 301
DELAND, FL 32720

COPY TO: VOLUSIA COUNTY
ATTN: JUDY S. GRIM, P.E.
ROAD AND BRIDGE DIRECTOR
2560 WEST STATE ROAD 44
DELAND, FL 32720

TO CITY: CITY OF HOLLY HILL
ATTN: JOSEPH FORTE
CITY MANAGER
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

COPY TO: CITY OF HOLLY HILL
ATTN: MARK JULIANO
PUBLIC WORKS DIRECTOR
453 LPG A BOULEVARD
HOLLY HILL, FL 32117

9.7. Effective Date/Term. This AGREEMENT shall be effective on the date of execution by the COUNTY and shall continue in full force and effect until final reconciliation and payment, in full by the CITY under this AGREEMENT, is received by the COUNTY.

9.8 Force Majeure. Neither the COUNTY nor the CITY shall be liable to the

other for any failure to perform under this AGREEMENT to the extent such performance is prevented by an act of God, war, riot, natural catastrophe, or other event beyond the control of the nonperforming Party and which could not have been avoided or overcome by the exercise of due diligence; providing that the Party claiming the excuse from performance has (a) promptly notified the other Party of the occurrence of the event and its estimated duration; (b) promptly remedied or mitigated the effect of the event to the extent possible; and (c) resumed performance as soon as possible.

9.9 Assignment. No assignment, delegation, transfer or novation of this AGREEMENT or any part thereof shall be made unless approved in writing by the Parties.

9.10. Headings. All section headings contained herein are included for convenience only and shall not affect in any manner the construction or interpretation of the AGREEMENT.

9.11 Successors and Assigns. This AGREEMENT shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and managers of the COUNTY and the CITY.

9.12 Execution of Documents; Recording. This AGREEMENT shall be executed in two (2) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument. The COUNTY shall retain one (1) fully executed original and the CITY shall retain one (1) fully executed original. After execution by the Parties, this AGREEMENT shall be recorded in the Public Records of Volusia County by the COUNTY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

VALERIE MANNING
CITY CLERK

BY: _____
JOHN PENNY
MAYOR

DATE: _____

ATTEST:

COUNTY OF VOLUSIA, FLORIDA

JAMES T. DINNEEN
COUNTY MANAGER

BY: _____
ED KELLEY
COUNTY CHAIR

DATE: _____

Approved as to form
and correctness:

THOMAS "RUSS" BROWN
ASSISTANT COUNTY ATTORNEY

SCOTT SIMPSON
CITY ATTORNEY



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: October 24, 2017
FROM: Valerie Manning
SUBJECT: Group Medical Insurance for Eligible Employees - January 1, 2018
through December 31, 2018
NUMBER: (ID # 1823)
APPLICANT:
PLANNER: Diane Cole

DISCUSSION:

Each year the City's agent of record, Brown and Brown, Employee Benefits Division solicits requests for proposals to carriers to provide group insurance coverage for the City of Holly Hill's eligible employees.

Based on the analysis of the plan coverages and rates received from these carriers, it was determined the City's current medical insurance provider, Florida Health Care can provide the most competitive plan coverage and rates. Florida Health Care has offered a 0% increase to renew the three (3) current plans with the City of Holly Hill which include the T32 HMO, T26 HMO and T95 HDHP Health Savings Account plans. The flat increase results in no plan or coverage changes with the exception of an increase to the qualifying minimum deductible of the T95 (HAS Plan) for 2018 as set by IRS guidelines.

FISCAL ANALYSIS: This is fully funded in the budget.

STAFF

RECOMMENDATION:

Authorize the City Manager to enter into a contract with Florida Health Care to provide group medical insurance for the plan year of 1/01/2018 to 12/31/2018 in accordance with the attached renewal proposals for the three (3) plans - T32, T26 and T95.

Approve the City's monthly contribution of \$671.34 for each employee enrolled in the T32 and T26 HMO plans and the monthly contribution of \$525.73 for each employee enrolled in the T95 (HDHP) Health Savings Account plan in addition to the one time amount of \$1,893.84 into the health savings account of the T95 (HDHP) Health Savings plan employee participants.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages

public/private sector partnerships and intergovernmental partnerships.

MOTION:

Approve as submitted by staff and accept Florida Health Care Plan (FHCP) as the best proposal.

- CURRENT - Plan Changes (PDF)
- RENEWAL - Plan Changes (PDF)

Executive Summary of Medical & Prescription Drug Coverage
City of Holly Hill
January 1, 2018 - December 31, 2018

Current						
Vendor	Florida Health Care		Florida Health Care		Florida Health Care	
Plan Name	T32		T26		HDHP T95 (HSA)	
Plan Type	HMO		HMO		POS	
Plan Details	Network		Network		Network	
	Single	Family	Single	Family	Single	Family
Plan Deductible	\$0	\$0	\$250	\$500	\$1,300	\$2,600
Embedded Deductible:	N/A		Yes		No	
Calendar or Policy Year:	Calendar		Calendar		Calendar	
Coinsurance:	15%		10%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$2,500	\$5,000	\$3,500	\$7,000	\$3,000	\$6,000
	N/A, Yes, Yes		Yes, Yes, Yes		Yes, N/A, Yes	
Physician Services						
Office Visit Copay:	\$20		\$20		Deductible + Coinsurance	
Specialist Copay:	\$35		\$40		Deductible + Coinsurance	
Chiropractic Copay:	\$15		\$20		Deductible + Coinsurance	
Hospital / Emergency Services						
Inpatient Hospital Per Admission Copay:	\$250 per day, 5 day max		Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room Copay:	\$200		\$250		Deductible + Coinsurance	
Urgent Care Copay:	\$75		\$100		Deductible + Coinsurance	
Outpatient Surgical Facility Copay:	\$400		Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	\$200		Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services						
Lab, X-Ray & Diagnostics Outpatient:	\$0		\$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	\$25		Deductible + Coinsurance		Deductible + Coinsurance	
Prescription Drug						
Deductible:	N/A		N/A		Calendar Year Deductible	
	\$3 \$10 \$30 \$55 \$125 (Specialty)		\$3 \$10 \$30 \$55 \$125 (Specialty)		\$3 \$10 \$30 \$55 \$125 (Specialty)	
Prescription Tier	\$15 \$35 \$60 (Walgreens)		\$15 \$35 \$60 (Walgreens)		\$15 \$35 \$60 (Walgreens)	
Mail Order Prescription (90 Day Supply):	\$6 \$27 \$87 \$162		\$6 \$27 \$87 \$162		\$6 \$27 \$87 \$162	
Non-Network Plan Details	Non-Network		Non-Network		Non-Network	
Plan Deductible	N/A	N/A	N/A	N/A	\$2,600	\$5,200
Coinsurance:	N/A		N/A		40%	
Maximum Out-of-Pocket:	N/A	N/A	N/A	N/A	\$6,000	\$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A	
Plan Rates Current Enrollment	Current		Current		Current	
Employee:	13	\$749.74	40	\$671.34	21	\$525.73
Employee + Spouse:	2	\$1,282.06	4	\$1,147.99	5	\$898.99
Employee + Child(ren):	0	\$1,282.06	3	\$1,147.99	2	\$898.99
Family:	0	\$1,574.46	5	\$1,409.81	2	\$1,104.03
Estimated Monthly Premiums:	15	\$12,311	52	\$41,939	30	\$19,541
Estimated Annual Premiums:	\$147,729		\$503,263		\$234,496	
	Current					
Estimated Grand Total Annual Premiums:	\$885,488					
PEPY	\$9,129					

Notes: Wellness Rider Included

Rates subject to final enrollment and underwriting

Attachment: CURRENT - Plan Changes (1823 : Group Medical Insurance for Eligible Employees)

Executive Summary of Medical & Prescription Drug Coverage

City of Holly Hill

January 1, 2018 - December 31, 2018

Mandatory Plan Changes

Renewal

Vendor	Florida Health Care		Florida Health Care		Florida Health Care	
Plan Name	T32		T26		HDHP T95 (HSA)	
Plan Type	HMO		HMO		POS	
Plan Details	Network		Network		Network	
	Single	Family	Single	Family	Single	Family
Plan Deductible	\$0	\$0	\$250	\$500	\$1,350	\$2,700
Embedded Deductible:	N/A		Yes		No	
Calendar or Policy Year:	Calendar		Calendar		Calendar	
Coinsurance:	15%		10%		20%	
Maximum Out-of-Pocket: (Includes Deductible, Copay, Rx)	\$2,500	\$5,000	\$3,500	\$7,000	\$3,000	\$6,000
	N/A, Yes, Yes		Yes, Yes, Yes		Yes, N/A, Yes	
Physician Services						
Office Visit Copay:	\$20		\$20		Deductible + Coinsurance	
Specialist Copay:	\$35		\$40		Deductible + Coinsurance	
Chiropractic Copay:	\$15		\$20		Deductible + Coinsurance	
Hospital / Emergency Services						
Inpatient Hospital Per Admission Copay:	\$250 per day, 5 day max		Deductible + Coinsurance		Deductible + Coinsurance	
Emergency Room Copay:	\$200		\$250		Deductible + Coinsurance	
Urgent Care Copay:	\$75		\$100		Deductible + Coinsurance	
Outpatient Surgical Facility Copay:	\$400		Deductible + Coinsurance		Deductible + Coinsurance	
Ambulatory Surgery Center:	\$200		Deductible + Coinsurance		Deductible + Coinsurance	
Diagnostic Services						
Lab, X-Ray & Diagnostics Outpatient:	\$0		\$0		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	\$25		Deductible + Coinsurance		Deductible + Coinsurance	
Prescription Drug Deductible:	N/A		N/A		Calendar Year Deductible	
	\$3 \$10 \$30 \$55 15% (Pref Specialty) 25% (Non-Pref Specialty)		\$3 \$10 \$30 \$55 15% (Pref Specialty) 25% (Non-Pref Specialty)		\$3 \$10 \$30 \$55 15% (Pref Specialty) 25% (Non-Pref Specialty)	
Prescription Tier	\$15 \$35 \$60 (Walgreens)		\$15 \$35 \$60 (Walgreens)		\$15 \$35 \$60 (Walgreens)	
Mail Order Prescription (90 Day Supply):	\$6 \$27 \$87 \$162		\$6 \$27 \$87 \$162		\$6 \$27 \$87 \$162	
Non-Network Plan Details	Non-Network		Non-Network		Non-Network	
Plan Deductible	N/A	N/A	N/A	N/A	\$2,600	\$5,200
Coinsurance:	N/A		N/A		40%	
Maximum Out-of-Pocket:	N/A	N/A	N/A	N/A	\$6,000	\$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A	
Plan Rates Current Enrollment	Renewal		Renewal		Renewal	
Employee:	13	\$749.74	40	\$671.34	21	\$525.73
Employee + Spouse:	2	\$1,282.06	4	\$1,147.99	5	\$898.99
Employee + Child(ren):	0	\$1,282.06	3	\$1,147.99	2	\$898.99
Family:	0	\$1,574.46	5	\$1,409.81	2	\$1,104.03
Estimated Monthly Premiums:	15	\$12,311	52	\$41,939	30	\$19,541
Estimated Annual Premiums:	\$147,729		\$503,263		\$234,496	
Rate Change from Current (%):	0.0%		0.0%		0.0%	
	Renewal					
Estimated Grand Total Annual Premiums:	\$885,488					
PEPY	\$9,129					
Rate Change from Current (%):	0.0%					
Rate Change from Current (\$):	\$0					

Notes:

Wellness Rider Included

Rates subject to final enrollment and underwriting



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 24, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-68 A Resolution of the City of Holly Hill, Florida, Awarding the US1 Landscaping Contract to RJ Landscaping Contractors, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1820)
APPLICANT:
PLANNER:

DISCUSSION:

On September 19, 2017, a mandatory pre-bid meeting was held in City Hall for the US1 Landscaping Project. Six (6) bidders were in attendance and all of them pre-qualified by FDOT to perform the work.

On October 4, 2017, sealed bids were opened and publicly read aloud. All six bidders submitted proposals for consideration. Of the bids received, RJ Landscaping Contractors, Inc., of Port Orange submitted the lowest base bid in the amount of \$839,700.00.

RJ Landscaping Contractors, Inc., has successfully completed similar projects locally and has the experience and resources necessary to complete our project. The bid tabulation and a Letter of Recommendation from the Project Engineer, as well as, the plans and specifications are attached for your review.

FISCAL ANALYSIS:

FDOT has awarded the City of Holly Hill a Grant to complete this project in the amount of \$860,233.00. RJ Landscaping's bid is well within the established budget.

STAFF RECOMMENDATION:

Upon receiving Concurrence and Notice to Proceed from the Florida Department of Transportation (FDOT), approve the attached agreement, award the US1 Landscaping Contract to the lowest responsive bidder, RJ Landscaping Contractors, Inc., and authorize the City Manager to execute the appropriate contract documents.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #3: Implement the CRA master plan with a focus on the best utilization of vacant properties and blighted properties in the city. Attention should also focus on infrastructure improvements within the district and strategies to encourage private investment and business retention.

MOTION:

APPROVE RESOLUTION 2017-R-68, AND UPON RECEIVING CONCURRENCE AND NOTICE TO PROCEED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, AWARD THE US1 LANDSCAPING CONTRACT TO THE LOWEST RESPONSIVE BIDDER, RJ LANDSCAPING CONTRACTORS, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS.

ATTACHMENTS:

- Bid Tabulation (PDF)
- Award Recommendation (PDF)
- HH117.1 US1 Median LS_BID SET PLANS 08-21-2017 (PDF)
- HH117.1_US1 Median Landscape Specifications_08.21.17 (PDF)
- Addendum 1 (DOCX)
- Addendum 2 (PDF)
- Addendum_3 (PDF)

Resolution No. (ID # 1820)

RESOLUTION 2017-R-68 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE US1 LANDSCAPING CONTRACT TO RJ LANDSCAPING CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING THE US1 LANDSCAPING CONTRACT TO RJ LANDSCAPING CONTRACTORS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill has applied for and received a grant from the Florida Department of Transportation (FDOT) for the US1 Landscaping Project to improve the medians along US1 within the City limits of Holly Hill; and

WHEREAS, On September 19, 2017, the City held a mandatory pre-bid meeting was held in City Hall for the US1 Landscaping Project. Six (6) bidders were in attendance and all of them pre-qualified by FDOT to perform the work; and

WHEREAS, On October 4, 2017, sealed bids were opened and publicly read aloud. All six bidders submitted proposals for consideration. Of the bids received, RJ Landscaping Contractors, Inc., of Port Orange submitted the lowest base bid in the amount of \$839,700.00; and

WHEREAS, RJ Landscaping Contractors, Inc., has successfully completed similar projects locally and has the experience and resources necessary to complete our project; and

WHEREAS, the City now wishes to contract with RJ Landscaping Contractors, Inc., for the construction of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby

award the contract US1 Landscaping Project to RJ Landscaping Contractors, Inc.

SECTION 2. Upon receiving concurrence and Notice to Proceed from the Florida Department of Transportation, that the City Manager of the City of Holly Hill is hereby authorized to execute the contract for the US1 Landscaping Project to RJ Landscaping Contractors, Inc., for a cost not to exceed \$839,700.00.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

APPROVED AND AUTHENTICATED this 24th day of OCTOBER, 2017.

CITY OF HOLLY HILL
U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
FM# 439690-1-58-01 BID# 16CRA1
BID TABULATION

				RJ LANDSCAPE CONTRACTORS, INC. Port Orange, FL		GREEN CONSTRUCTION TECHNOLOGIES, INC. Wilton Manors, FL`		C&L LANDSCAPE, INC. Jacksonville, FL		VERDEGO Bunnell, FL		ARAZOZA BROTHERS CORPORATION Homestead, FL		SUPERIOR LANDSCAPING & LAWN SERVICE, INC. Miami, FL	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
A.	LANDSCAPING														
1	Mobilization	1	LS	\$ 17,900.00	\$17,900.00	\$ 25,000.00	\$ 25,000.00	\$ 96,000.00	\$ 96,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 56,439.90	\$ 56,439.90
2	Maintenance of Traffic	1	LS	\$ 45,000.00	\$45,000.00	\$ 50,000.00	\$ 50,000.00	\$ 12,500.00	\$ 12,500.00	\$ 78,000.00	\$ 78,000.00	\$ 40,000.00	\$ 40,000.00	\$ 28,050.00	\$ 28,050.00
3	Clearing and Grubbing	1	LS	\$ 19,000.00	\$19,000.00	\$ 87,288.00	\$ 87,288.00	\$ 50,000.00	\$ 50,000.00	\$ 121,000.00	\$ 121,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,406.00	\$ 10,406.00
4	Median #1 Landscaping	1	LS	\$ 47,000.00	\$47,000.00	\$ 47,435.00	\$ 47,435.00	\$ 46,248.00	\$ 46,248.00	\$ 48,739.86	\$ 48,739.86	\$ 62,845.00	\$ 62,845.00	\$ 81,077.32	\$ 81,077.32
5	Median #2 Landscaping	1	LS	\$ 46,000.00	\$46,000.00	\$ 51,260.00	\$ 51,260.00	\$ 46,248.00	\$ 46,248.00	\$ 48,503.55	\$ 48,503.55	\$ 65,335.00	\$ 65,335.00	\$ 82,395.44	\$ 82,395.44
6	Median #3 Landscaping	1	LS	\$ 97,000.00	\$97,000.00	\$ 97,042.00	\$ 97,042.00	\$ 46,248.00	\$ 46,248.00	\$ 95,872.60	\$ 95,872.60	\$ 128,230.00	\$ 128,230.00	\$ 163,432.60	\$ 163,432.60
7	Median #4 Landscaping	1	LS	\$ 26,000.00	\$26,000.00	\$ 28,654.00	\$ 28,654.00	\$ 46,248.00	\$ 46,248.00	\$ 29,179.12	\$ 29,179.12	\$ 38,150.00	\$ 38,150.00	\$ 47,075.95	\$ 47,075.95
8	Median #5 Landscaping	1	LS	\$ 61,000.00	\$61,000.00	\$ 63,844.00	\$ 63,844.00	\$ 46,248.00	\$ 46,248.00	\$ 62,953.33	\$ 62,953.33	\$ 81,150.00	\$ 81,150.00	\$ 105,416.85	\$ 105,416.85
9	Median #6 Landscaping	1	LS	\$ 38,000.00	\$38,000.00	\$ 41,119.00	\$ 41,119.00	\$ 46,248.00	\$ 46,248.00	\$ 40,757.50	\$ 40,757.50	\$ 52,650.00	\$ 52,650.00	\$ 66,082.06	\$ 66,082.06
10	Median #7 Landscaping	1	LS	\$ 36,000.00	\$36,000.00	\$ 36,523.00	\$ 36,523.00	\$ 46,248.00	\$ 46,248.00	\$ 37,746.75	\$ 37,746.75	\$ 49,265.00	\$ 49,265.00	\$ 61,829.21	\$ 61,829.21
11	Median #8 Landscaping	1	LS	\$ 14,000.00	\$14,000.00	\$ 19,311.00	\$ 19,311.00	\$ 46,248.00	\$ 46,248.00	\$ 17,191.30	\$ 17,191.30	\$ 22,075.00	\$ 22,075.00	\$ 26,946.83	\$ 26,946.83
12	Median #9 Landscaping	1	LS	\$ 12,000.00	\$12,000.00	\$ 15,453.00	\$ 15,453.00	\$ 46,248.00	\$ 46,248.00	\$ 14,570.86	\$ 14,570.86	\$ 20,075.00	\$ 20,075.00	\$ 24,057.07	\$ 24,057.07
13	Median #10 Landscaping	1	LS	\$ 13,000.00	\$13,000.00	\$ 17,661.00	\$ 17,661.00	\$ 46,248.00	\$ 46,248.00	\$ 16,435.57	\$ 16,435.57	\$ 21,180.00	\$ 21,180.00	\$ 25,647.15	\$ 25,647.15
14	Median #11 Landscaping	1	LS	\$ 47,000.00	\$47,000.00	\$ 47,711.00	\$ 47,711.00	\$ 46,248.00	\$ 46,248.00	\$ 48,916.55	\$ 48,916.55	\$ 62,945.00	\$ 62,945.00	\$ 79,819.26	\$ 79,819.26
15	Median #12 Landscaping	1	LS	\$ 46,000.00	\$46,000.00	\$ 44,880.00	\$ 44,880.00	\$ 46,248.00	\$ 46,248.00	\$ 47,073.59	\$ 47,073.59	\$ 61,810.00	\$ 61,810.00	\$ 77,474.24	\$ 77,474.24
16	Median #13 Landscaping	1	LS	\$ 54,000.00	\$54,000.00	\$ 55,817.00	\$ 55,817.00	\$ 46,248.00	\$ 46,248.00	\$ 56,303.22	\$ 56,303.22	\$ 75,850.00	\$ 75,850.00	\$ 94,110.16	\$ 94,110.16
17	Median #14 Landscaping	1	LS	\$ 11,000.00	\$11,000.00	\$ 9,148.00	\$ 9,148.00	\$ 46,248.00	\$ 46,248.00	\$ 13,287.38	\$ 13,287.38	\$ 15,755.00	\$ 15,755.00	\$ 18,697.26	\$ 18,697.26
18	Median #15 Landscaping	1	LS	\$ 84,000.00	\$84,000.00	\$ 87,259.00	\$ 87,259.00	\$ 46,248.00	\$ 46,248.00	\$ 86,332.51	\$ 86,332.51	\$ 119,085.00	\$ 119,085.00	\$ 146,395.51	\$ 146,395.51
19	Median #16 Landscaping	1	LS	\$ 62,000.00	\$62,000.00	\$ 63,554.00	\$ 63,554.00	\$ 46,248.00	\$ 46,248.00	\$ 62,119.14	\$ 62,119.14	\$ 83,815.00	\$ 83,815.00	\$ 106,140.29	\$ 106,140.29
20	Median #17 Landscaping	1	LS	\$ 24,000.00	\$24,000.00	\$ 32,363.00	\$ 32,363.00	\$ 46,248.00	\$ 46,248.00	\$ 27,163.72	\$ 27,163.72	\$ 42,150.00	\$ 42,150.00	\$ 50,443.32	\$ 50,443.32
	Sub-Total (FDOT JPA Funded)				\$799,900.00		\$921,322.00		\$944,716.00		\$962,146.55		\$1,122,365.00		\$1,351,936.42
B.	CITY ENTRY SIGNS - Furnish and install entry sign per requirements in bid documents, including electrical, electrical														
1	City Entry Sign, Complete	2	EA	\$ 19,900.00	\$39,800.00	\$ 10,000.00	\$ 20,000.00	\$ 12,500.00	\$ 25,000.00	\$ 21,250.00	\$ 42,500.00	\$ 25,500.00	\$ 51,000.00	\$ 48,725.00	\$ 97,450.00
	Sub-Total (City Funded)														
	TOTAL BASE BID (A+B)				\$839,700.00		\$ 941,322.00		\$ 969,716.00		\$ 1,004,646.55		\$ 1,173,365.00		\$1,449,386.42
C.	ADDITIVE ALTERNATE - Unit pricing is requested and may be utilized to award additional work to replace existing tree														
1	Crepe Myrtle	1	EA	\$ 650.00	\$ 650.00	\$ 975.00	\$ 975.00	\$ 900.00	\$ 900.00	\$ 775.00	\$ 775.00	\$ 800.00	\$ 800.00	\$ 950.00	\$ 950.00
2	Medjool Palm	1	EA	\$ 4,600.00	\$ 4,600.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,850.00	\$ 4,850.00	\$ 5,500.00	\$ 5,500.00	\$ 7,750.00	\$ 7,750.00

Attachment: Bid Tabulation (1820 : US1 Landscaping Project Recommendation of Award of Bid (16CRA1))



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

October 6, 2017

Mark Juliano
Public Works Director
1065 Ridgewood Avenue
Holly Hill, FL 32117

Email: mjuliano@hollyhillfl.org
Hard Copy Mailed Only on Request

**CITY OF HOLLY HILL
US1 MEDIAN LANDSCAPING
FM# 439690-1-58-01 / BID # 16CRA1
RECOMMENDATION OF AWARD**

Dear Mark,

As you are aware, the City received six (6) bids for this project on October 4, 2017. All six (6) bidders were in attendance at the September 19, 2017 mandatory pre-bid and all are FDOT prequalified. Therefore, all six (6) bidders were eligible to bid this project.

RJ Landscape Contractors, Inc. of Port Orange submitted the lowest base bid of \$839,700.00 as represented in the attached bid tabulation. Their total bid price is less than the current project budget/FDOT grant amount of \$860,233.00.

RJ Landscape's bid was found complete. Both the City and our firm are very familiar with RJ Landscape Contractors, Inc. RJ Landscape has successfully completed many past projects for many of our other clients. We believe RJ Landscape has the necessary resources and experience to successfully complete this project. Therefore, we recommend award of Bid #16CRA1 to RJ Landscape Contractors, Inc. in the amount of \$839,700.00. The City should request concurrence of the bid award and request a Notice to Proceed from FDOT.

Please contact our office if you have any questions or need additional information.

Sincerely,

David A. King, P.E.
Vice President/Business Unit Leader

DAK:bf
Enclosure: Bid Tabulation

COMPONENTS OF CONTRACT PLANS SET

LANDSCAPE PLANTING PLANS
A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT
INDEX OF ROADWAY MEDIAN PLANS

SHEET No.	SHEET DESCRIPTION
LA-0	COMPONENT COVER SHEET
LA-1	LANDSCAPE PLANTING PLAN
LA-2	LANDSCAPE PLANTING PLAN
LA-3	LANDSCAPE PLANTING PLAN
LA-4	LANDSCAPE PLANTING PLAN
LA-5	LANDSCAPE PLANTING PLAN
LA-6	LANDSCAPE PLANTING PLAN
LA-7	LANDSCAPE PLANTING PLAN
LA-8	LANDSCAPE PLANTING PLAN
LA-9	LANDSCAPE PLANTING PLAN
LA-10	LANDSCAPE PLANTING PLAN
LA-11	LANDSCAPE PLANTING PLAN
LA-12	LANDSCAPE PLANTING PLAN
LA-13	GENERAL CONSTRUCTION NOTES, PLANT LIST
LA-14	LANDSCAPE AND IRRIGATION DETAILS
LA-15	LANDSCAPE AND IRRIGATION MAINTENANCE

THE SPEED LIMIT IS 35 MPH AND 40 MPH NORTH OF 15TH STREET.

FDOT JANUARY, 2017 Design Standards

SIGHT DISTANCE (d) AND RELATED DISTANCES (dL, dr) (FEET)

PROJECT DESIGN SPEED 40

CHANNELIZED DIRECTIONAL MEDIAN OPENINGS

d 525

40 MPH DESIGN SPEED
TWO (2) LANES CROSSED

dL 375

da 355

dr 115

dm 430

TREE SPACING TABLE

40 mph Speed

<4 <11 35 Feet

>11 ≤18 120 Feet

PROJECT LANDSCAPE NOTES:

THIS PROJECT DOES NOT IMPACT ANY WETLAND OR DRAINAGE FEATURES.

ALL EXISTING VEGETATION SHOWN TO BE REMOVED (HOLLY TREES, SELECT CREPE MYRTLE TREES, SHRUBS AND GROUND COVERS) ARE TO BE REMOVED AND PROPERLY DISPOSED.. NO DISTURBED SOIL MATERIAL LEAVES THE PROJECT SITE.

ALL PROPOSED LANDSCAPE PLANTING SHALL NOT BLOCK ANY EXISTING F.D.O.T. ROADWAY SIGN.

THE EXISTING IRRIGATION SYSTEM IS TO REMAIN. AMEND THE SYSTEM WITH FLOOD BUBBLERS AT ALL PALMS AND UNDERSTORY TREES. IN ADDITION, NEW IRRIGATION CONTROLLERS WITH WITH RAIN SENSORS SHALL BE INSTALLED. MAINTAIN 100% IRRIGATION COVERAGE WITH A MINIMUM 40% OVERLAP OF ALL LANDSCAPE AREAS. CONTRACTOR IS TO ENSURE THAT THE SPRAY PATTERNS DO NOT ENCROACH ONTO THE ADJACENT TRAFFIC LANES. CORRECT ANY OVERSPRAY COMING FROM THE MEDIANS. THERE ARE NO NECESSARY DETAILS OR NEW SLEEVING REQUIRED

THE CITY WILL ADHERE TO ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.

THIS PROJECT MUST BE COORDINATED WITH THE AIRPORT MANAGERS OF THE DAYTONA BEACH INTERNATIONAL AIRPORT AND THE ORMOND BEACH MUNICIPAL AIRPORT BE INFORMED OF ALL STAGES TO ENSURE ALL SAFETY ISSUES, REGARDING AIRPORT ACTIVITY ARE BEING REVIEWED. THESE ISSUES MAY INCLUDE SMOKE GENERATED BY EQUIPMENT, TALL STRUCTURES SUCH AS CRANE AND LIGHT POLES, SHIELDING OF LIGHTING DURING NIGHTTIME OPERATIONS, AND THE STOCKPILING OF MATERIAL ATTRACTING WILDLIFE.

EXISTING DRAINAGE NOTES:

ALL EXISTING DRAINAGE PATTERNS AND CONVEYANCE SHALL BE MAINTAINED.

CAPACITY OF CONVEYANCE DRAINAGE SYSTEM SHALL BE MAINTAINED DURING AND POST CONSTRUCTION LANDSCAPE IMPROVEMENTS. THEY ARE TO BE INSPECTED AND MAINTAINED ON A REGULAR BASIS. BY THE CONTRACTOR INACCORDANCE WITH SJRWMD, DEP, NPDES, AND BEST MANAGEMENT PRACTICES (BMP'S) STANDARDS AND REPAIRED ON AN IMMEDIATE BASIS AS REQUIRED.

ALL EXISTING DRAINAGE STRUCTURES SHALL REMAIN WITHIN UNLESS NOTED TO BE REMOVED.

THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND ACQUIRE A NPDES CONSTRUCTION PERMIT FROM FDEP DUE TO DISTURBANCE OF MORE THAN ONE (1) ACRE..

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS HEREIN, FY 2017/2018 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS. REFER TO PPM VOLUME 2, CHAPTER 3, EXHIBIT KS-1.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:

<http://www.dot.state.fl.us/rddesign/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE FOLLOWING WEB SITE:

<http://www.dot.state.fl.us/specificationsoffice/>

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

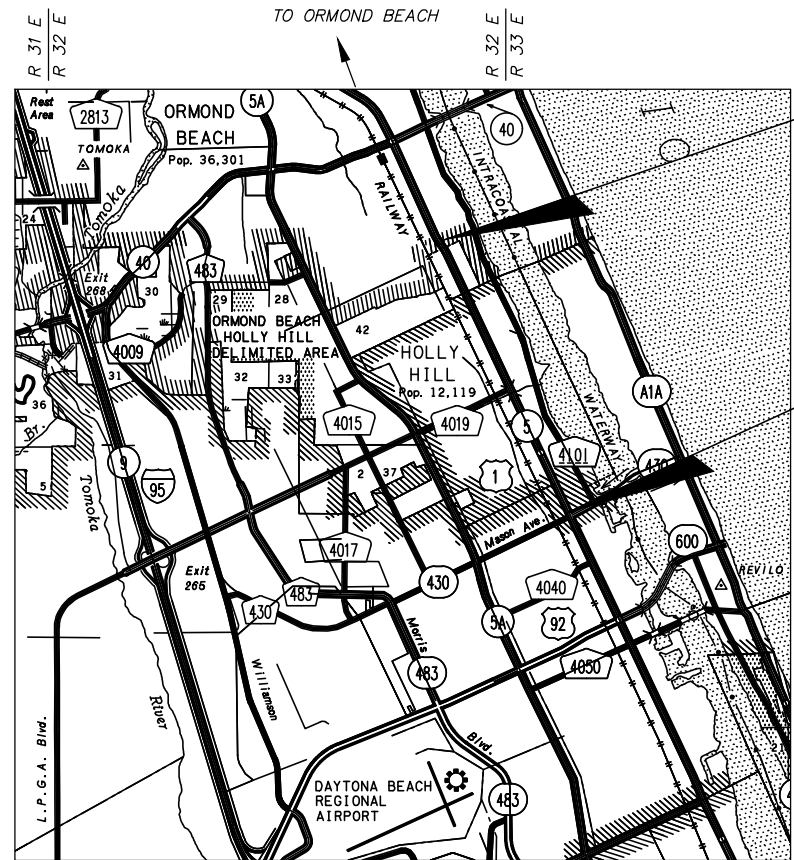
FINANCIAL PROJECT ID. No.

No. 439690-1-58-01

BID No. 16CRA1

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

US1-SR5 MEDIAN LANDSCAPING
SR 430 (MASON AVENUE) TO CALLE GRANDE STREET



PROJECT END
STA PT. 1112+10

PROJECT START
STA PT. 972+00

TEMPORARY TRAFFIC CONTROL NOTES:

1. THE EXISTING SPEED LIMITS OF 35/40 MPH, AS POSTED, SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THE MAINTENANCE OF TRAFFIC (M.O.T.) PLAN SHALL CONFORM TO THE FDOT INDEXES, 2017 EDITION. THE CONTRACTOR IS REQUIRED TO COORDINATE WITH FDOT FOR A FINAL M.O.T. DESIGN AND APPROVAL. THIS PLAN, INCLUDING SHOP DRAWINGS, MUST BE SUBMITTED AND APPROVED BY F.D.O.T. CONSTRUCTION OFFICE PRIOR TO ANY CONSTRUCTION INCLUDING 613 SHALL BE SUBMITTED.
3. NO LANE CLOSURES WILL BE ALLOWED FROM 7:00 AM TO 8:00 PM. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. IN ACCORDANCE WITH F.D.O.T. SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, BLACK COLLEGE REUNION AND BIKETOBERFEST.

EXISTING SIGN POST LOCATIONS HAVE NOT BEEN SHOWN ON THESE PLANS. ALL PRESENT TRAFFIC SIGNS AND DELINEATOR POSTS ARE TO REMAIN IN PLACE AND ARE NOT TO BE REMOVED NOR IMPACTED, INCLUDING TEMPORARILY, IN ANY WAY AS A RESULT OF THE CONSTRUCTION ACTIVITIES BY THE CONTRACTOR.

PLANS PREPARED BY:

THE STERN DESIGN GROUP, P.A.
1685 PROMENADE CIRCLE
PORT ORANGE, FLORIDA 32129
PHONE: (386) 763-3951

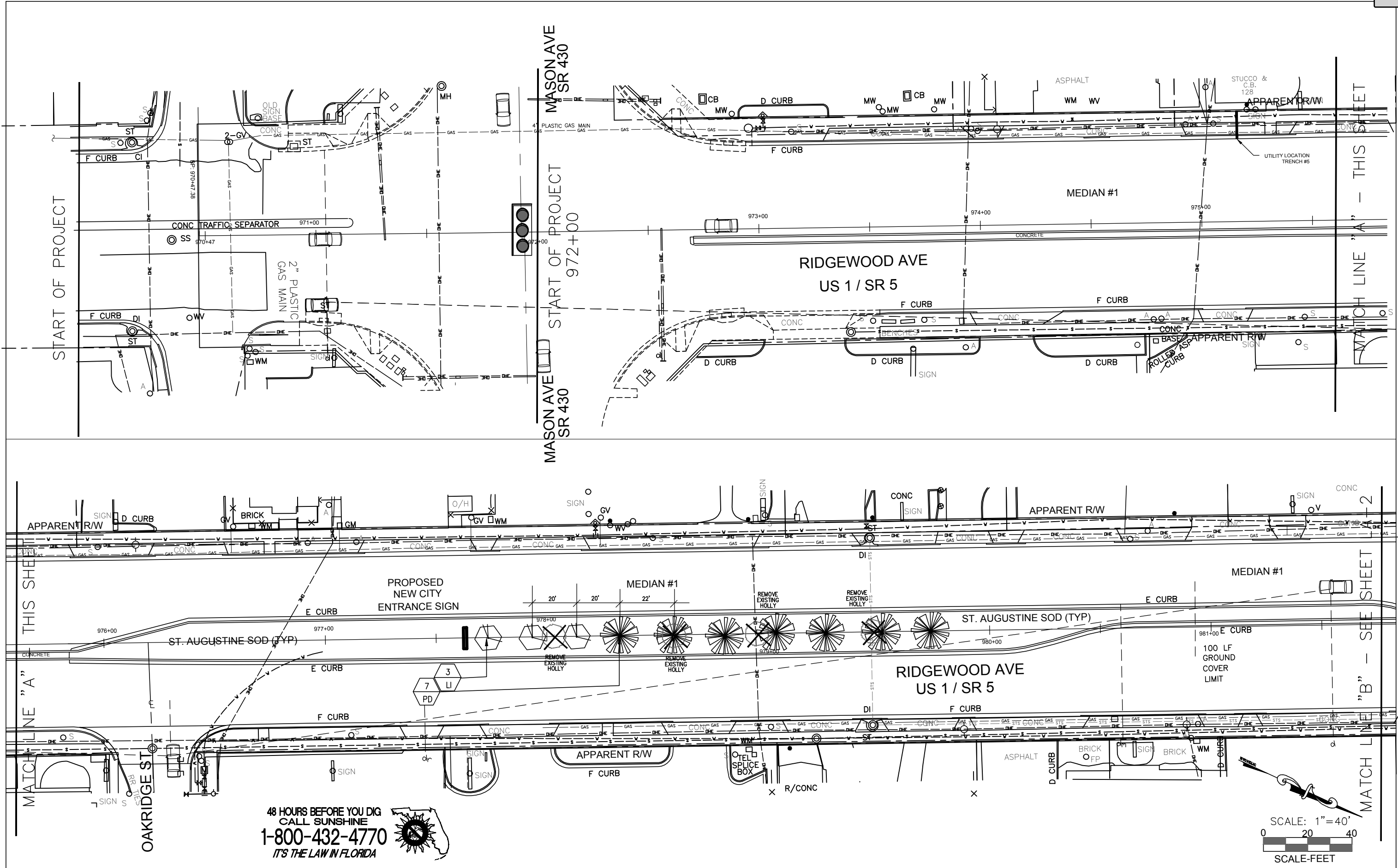
LANDSCAPE PLANTING PLANS

LANDSCAPE ARCHITECT OF RECORD: JAN B. STERN, LIC. No. LA0001160

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.



LA-0 OF 16



DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	J.S.	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

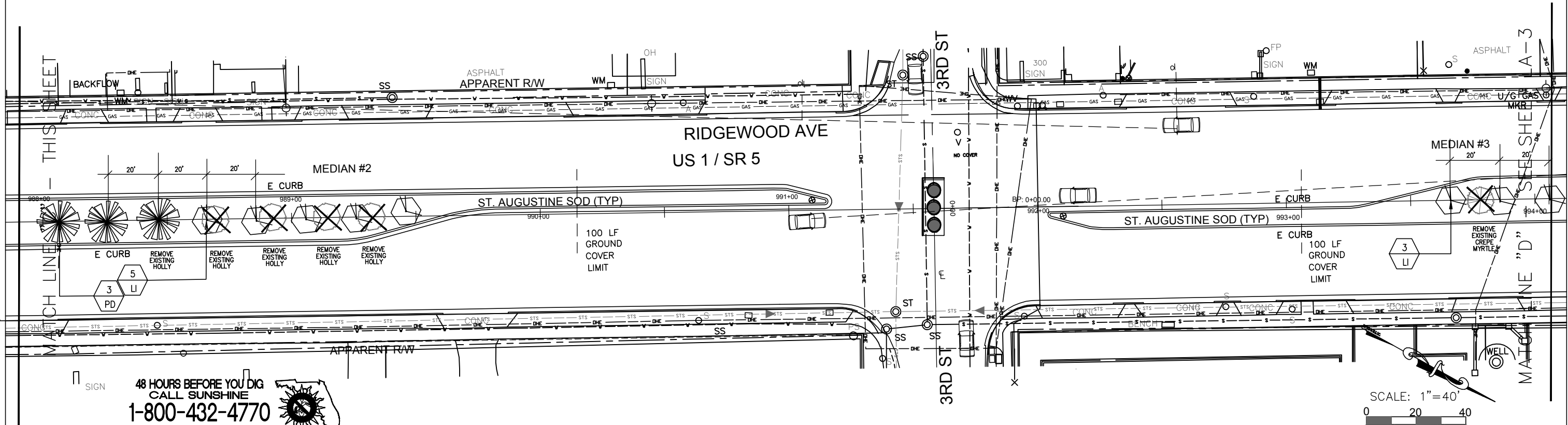
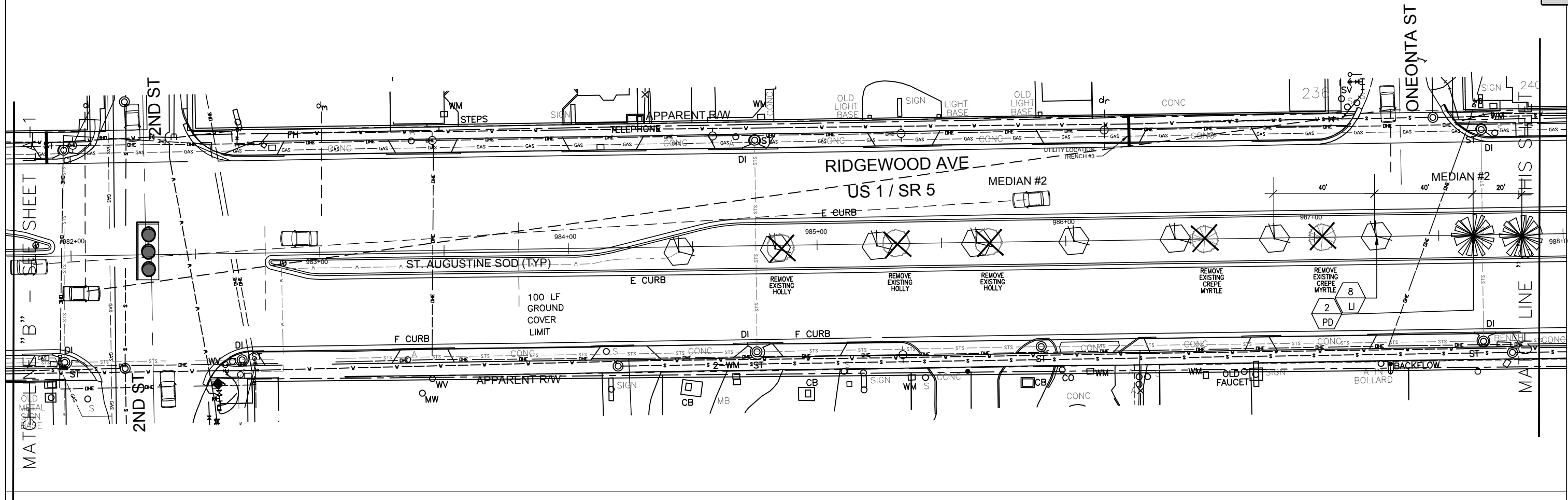
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 972+00
(P.O.B.) TO 981+50

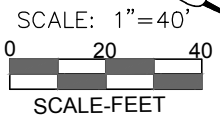
PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.
LA-1



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA



DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	J.S.	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

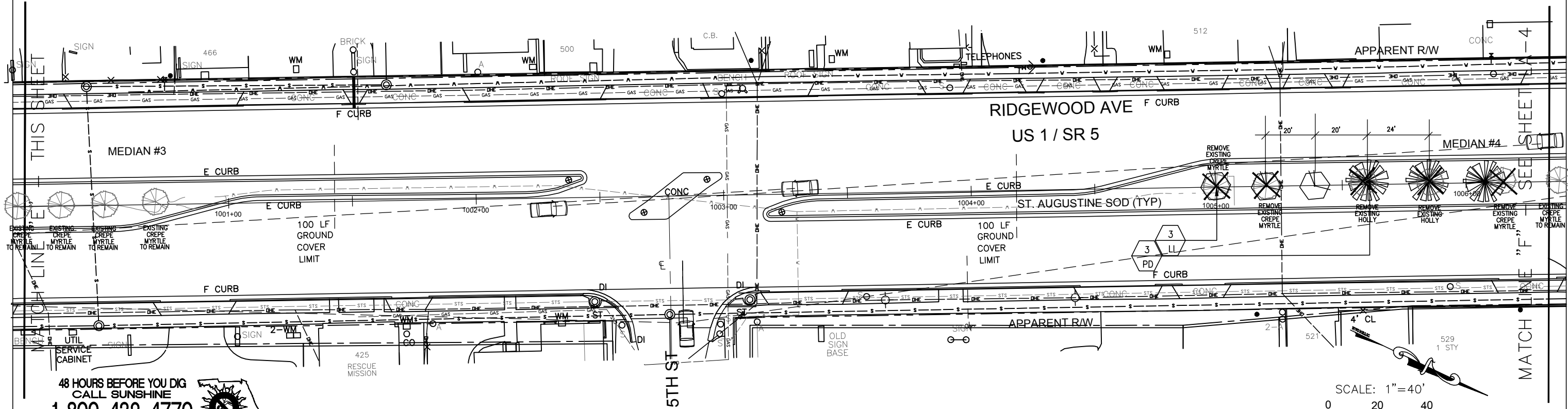
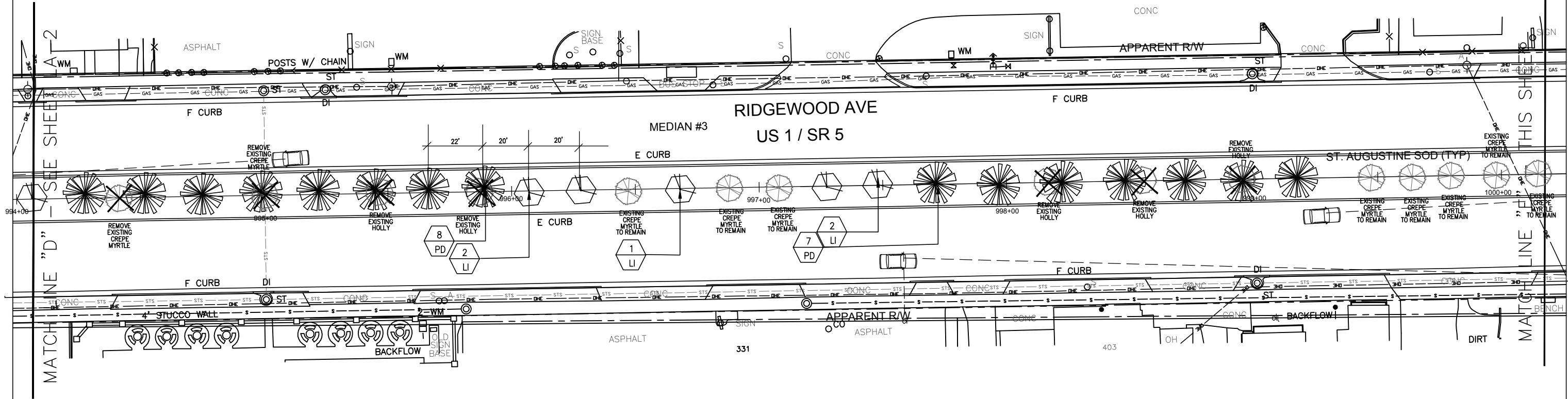
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 982+00
TO 994+00

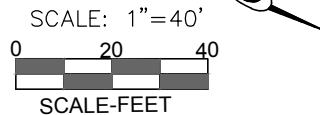
PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, R.L.A.
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.
LA-2



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
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DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

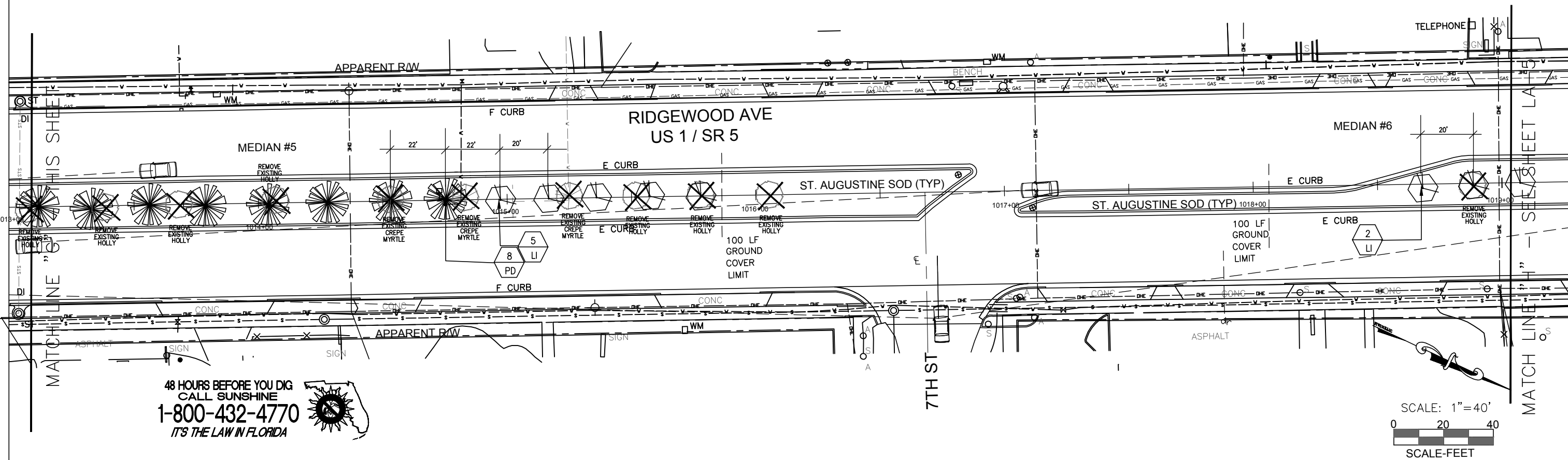
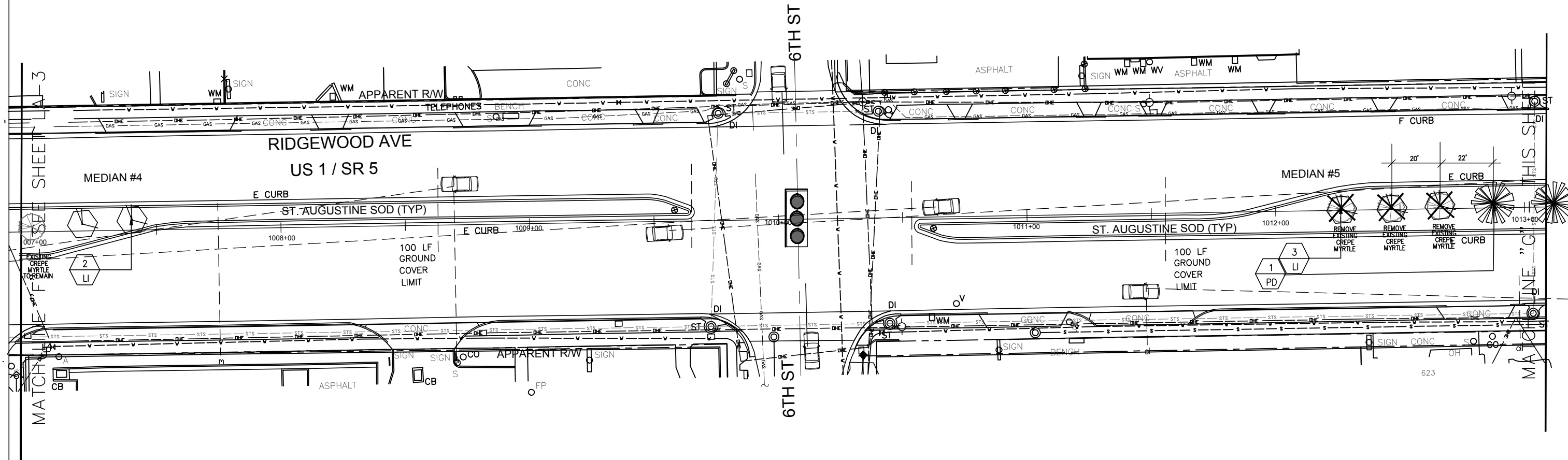
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 994+00
TO 1006+00

PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SEAL	SHEET NO.
NOT VALID WITHOUT EMBOSSED	LA-3
	OF 16



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA

DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

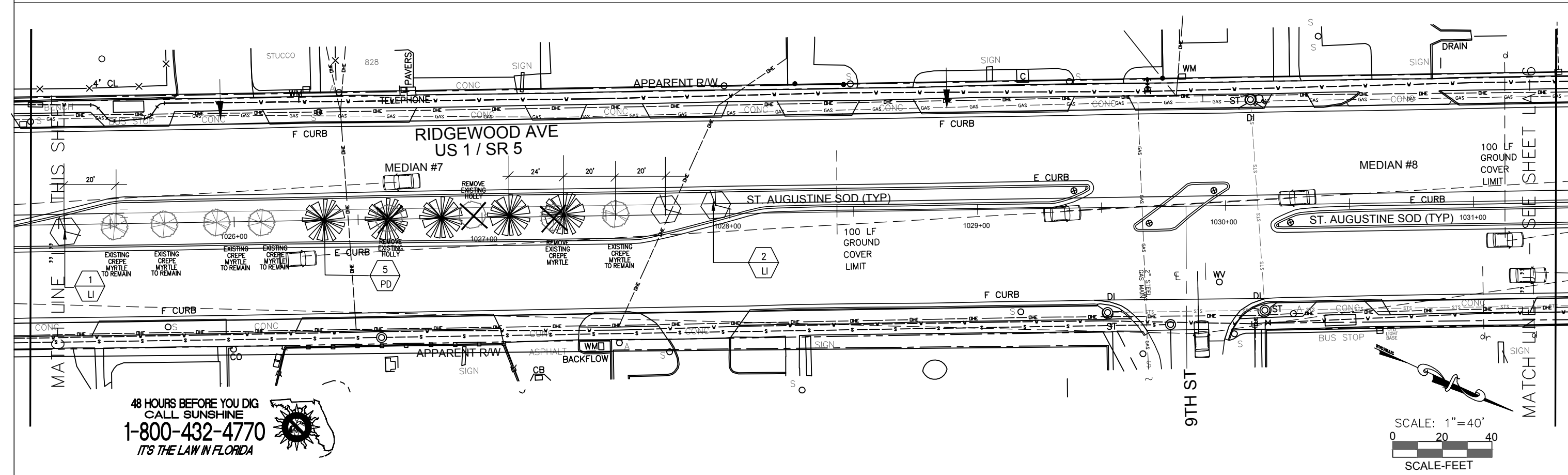
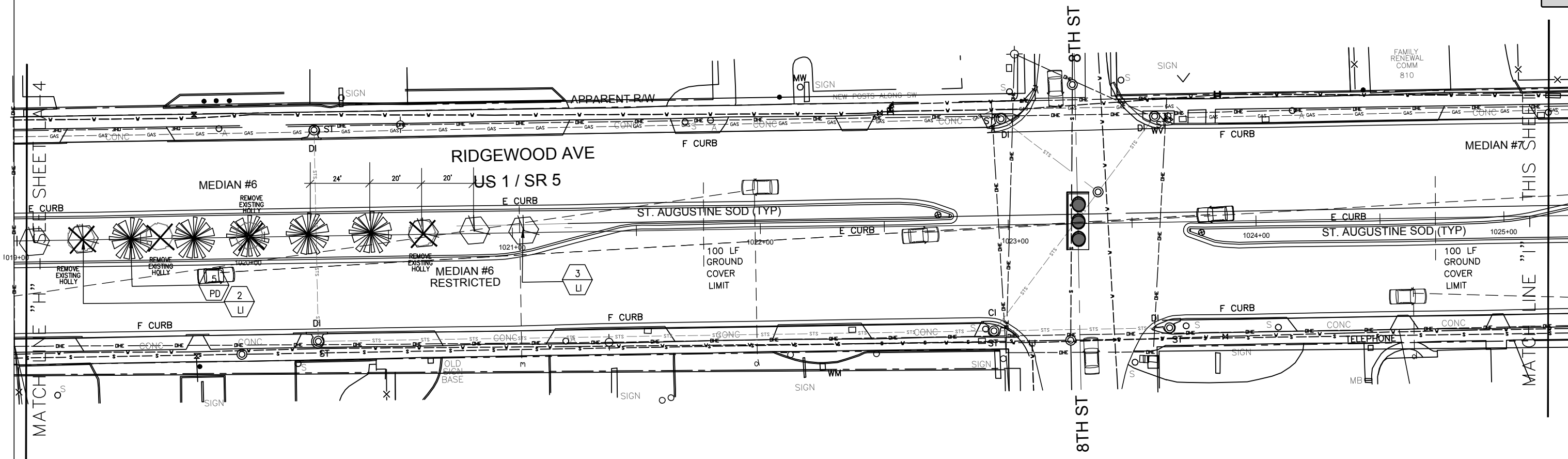
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1007+00
TO 1019+00

PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.
LA-4
OF 16



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA

DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

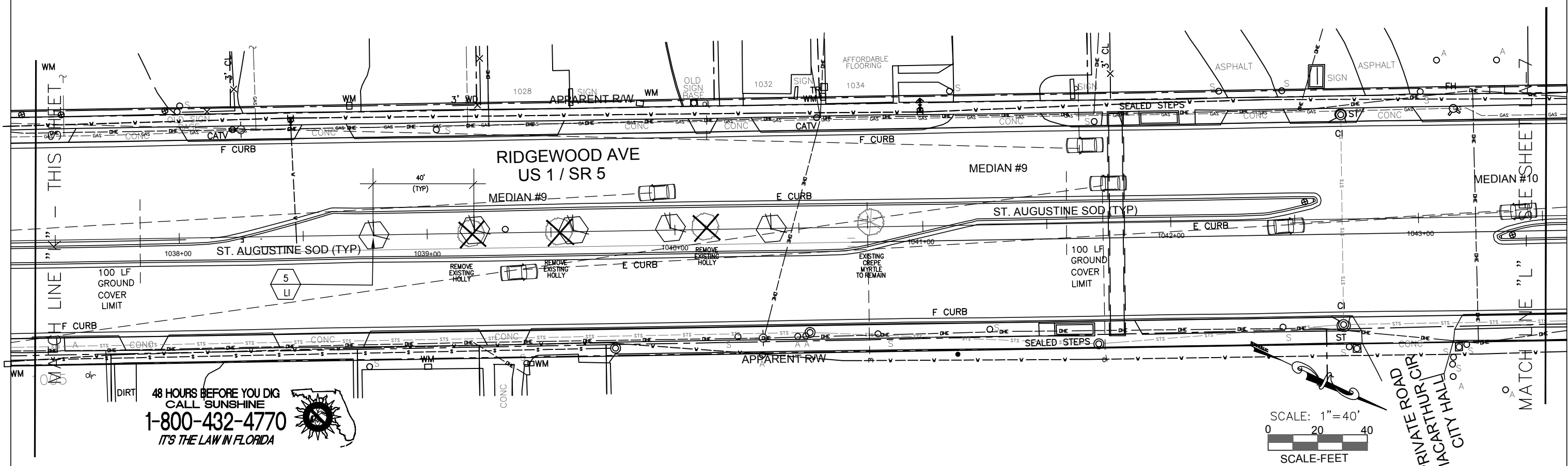
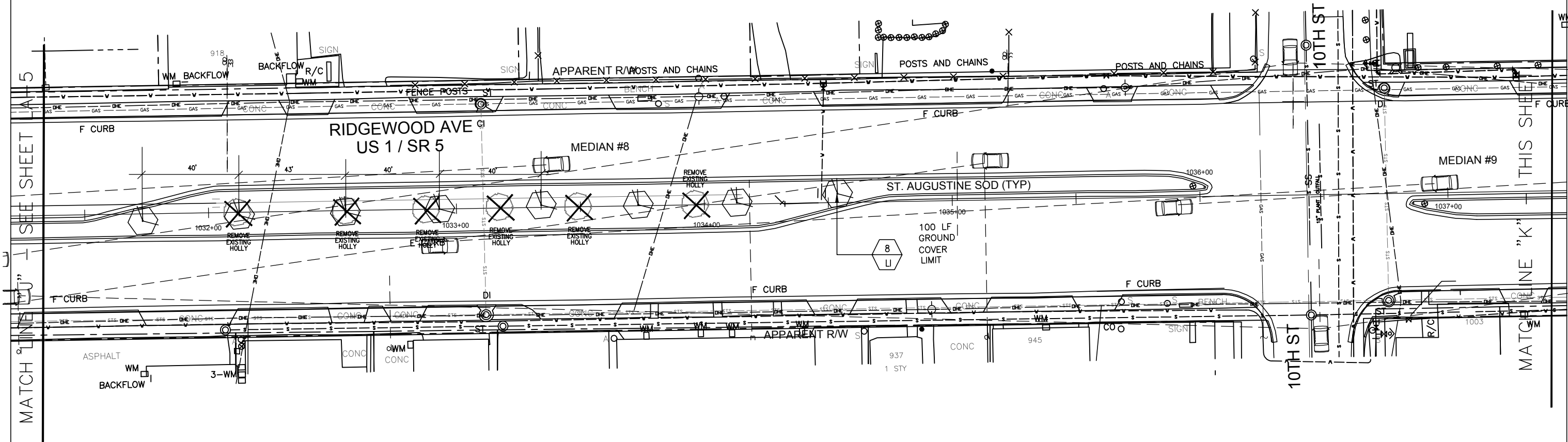
THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1019+00
TO 1031+00

PROJECT NUMBER	DESIGNED	J.S.	DATE	--
SDG #2015-0918	DRAWN	J.S.	DATE	07/18/16
JAN B. STERN, R.L.A.	CHECKED	J.S.	DATE	--
L.A. # 0001160	APPROVED	J.S.	DATE	--

SHEET NO.	LA-5
OF	16



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA

SCALE: 1"=40'
0 20 40
SCALE-Feet

DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

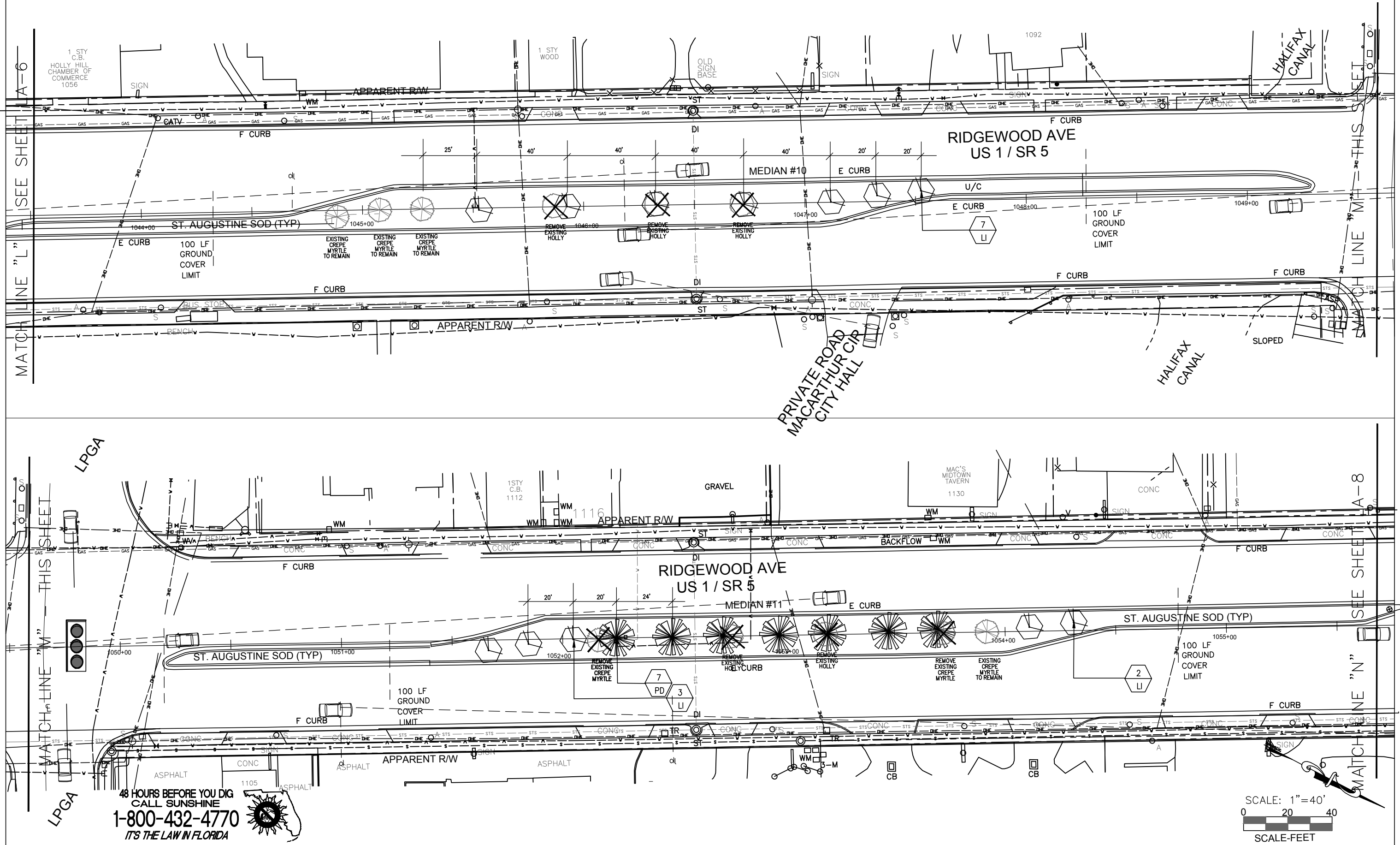
THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1031+50
TO 1043+50

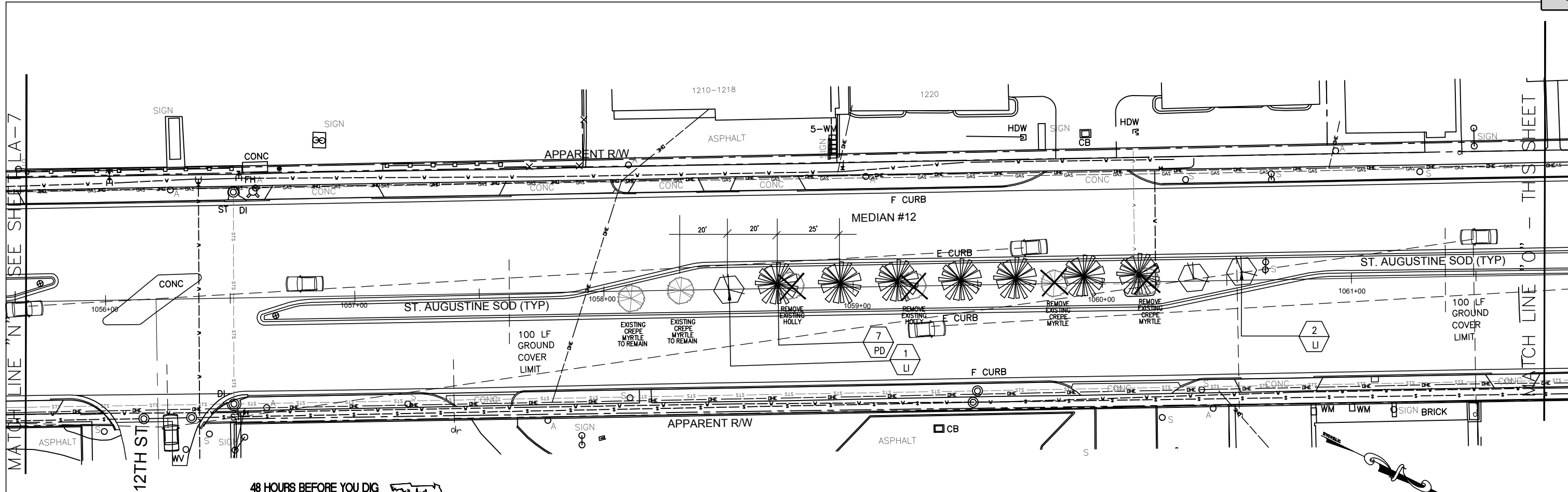
PROJECT NUMBER SDG #2015-0918 JAN B. STERN, RLA L.A. # 0001160	DESIGNED J.S. DATE 07/18/16	J.S. DATE --	DATE --
CHECKED J.S. DATE --	J.S. DATE --	J.S. DATE --	J.S. DATE --
APPROVED J.S. DATE --	J.S. DATE --	J.S. DATE --	J.S. DATE --

SEAL	SHEET NO. LA-6
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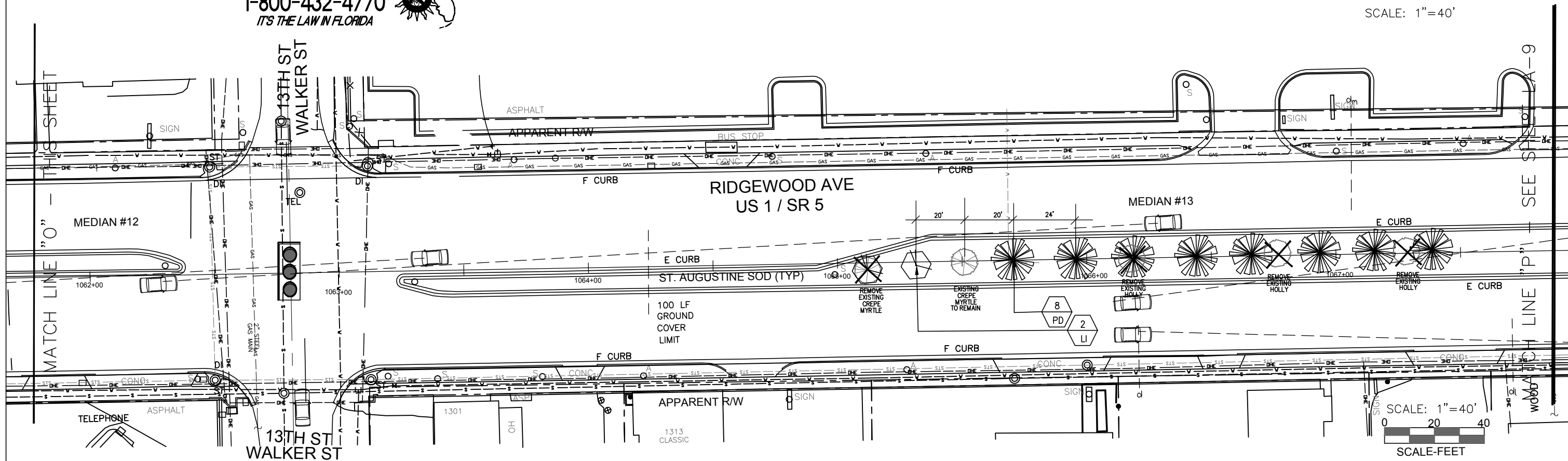


DATE		BY	DESCRIPTION	DATE		BY	DESCRIPTION
06/09/2017		J.S.	STAFF COMMENTS FROM 04/25/2017				
03/31/17		J.S.	STAFF FEBRUARY COMMENTS				

THE STERN DESIGN GROUP, P.A.		THE CITY OF HOLLY HILL		STATION POINT 1044+00		PROJECT NUMBER		DESIGNED		J.S.		DATE		SHEET NO.	
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS		VOLUSIA COUNTY, FLORIDA		TO 1055+50		SDG #2015-0918		DRAWN		J.S.		DATE 07/18/16		LA-7	
1685 Promenade Circle, Port Orange, Florida 32129		US1 - SR5 MEDIAN LANDSCAPING				JAN B. STERN, R.L.A.		CHECKED		J.S.		DATE		OF 16	
(386) 788-3788 (O) (386) 290-6411 (C)		CITY LIMITS				L.A. # 0001160		APPROVED		J.S.		DATE			



48 HOURS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770
IT'S THE LAW IN FLORIDA



DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

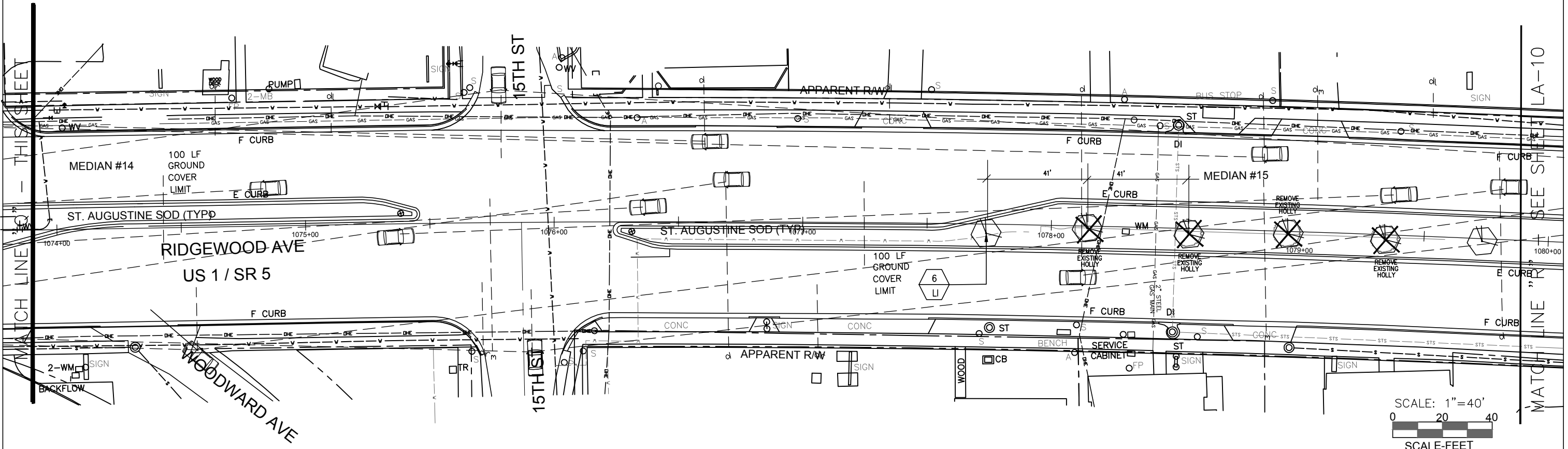
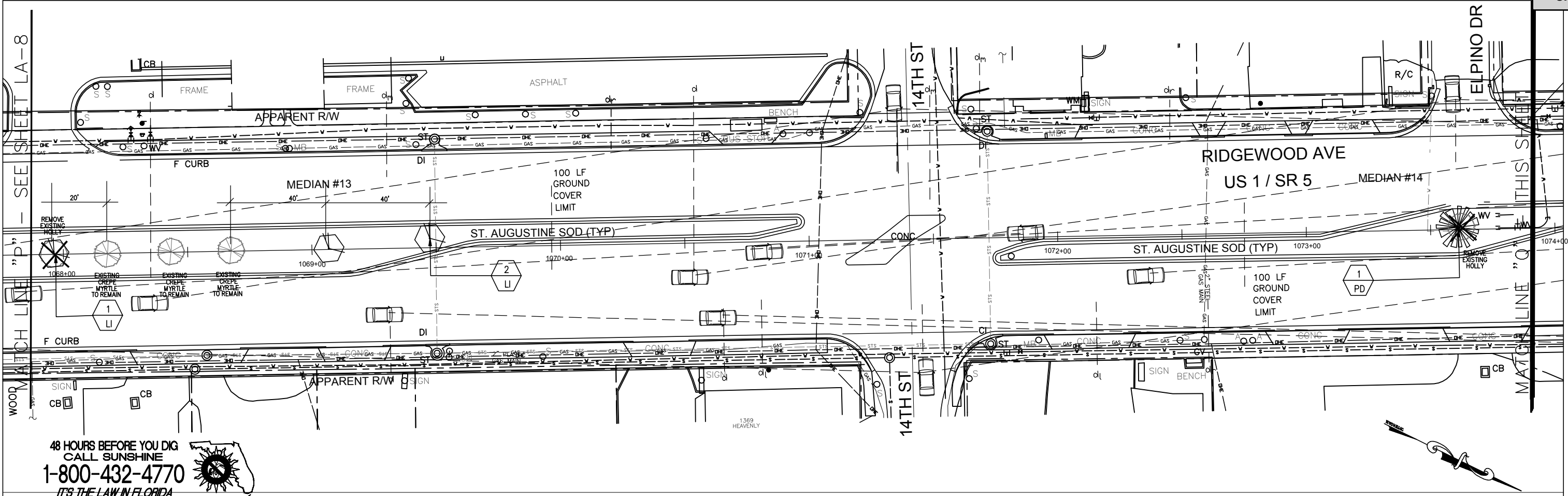
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1056+00
TO 1067+50

PROJECT NUMBER
SDG #2015-0918
JAN. B. STERN, R.L.A.
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.	LA-8
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DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

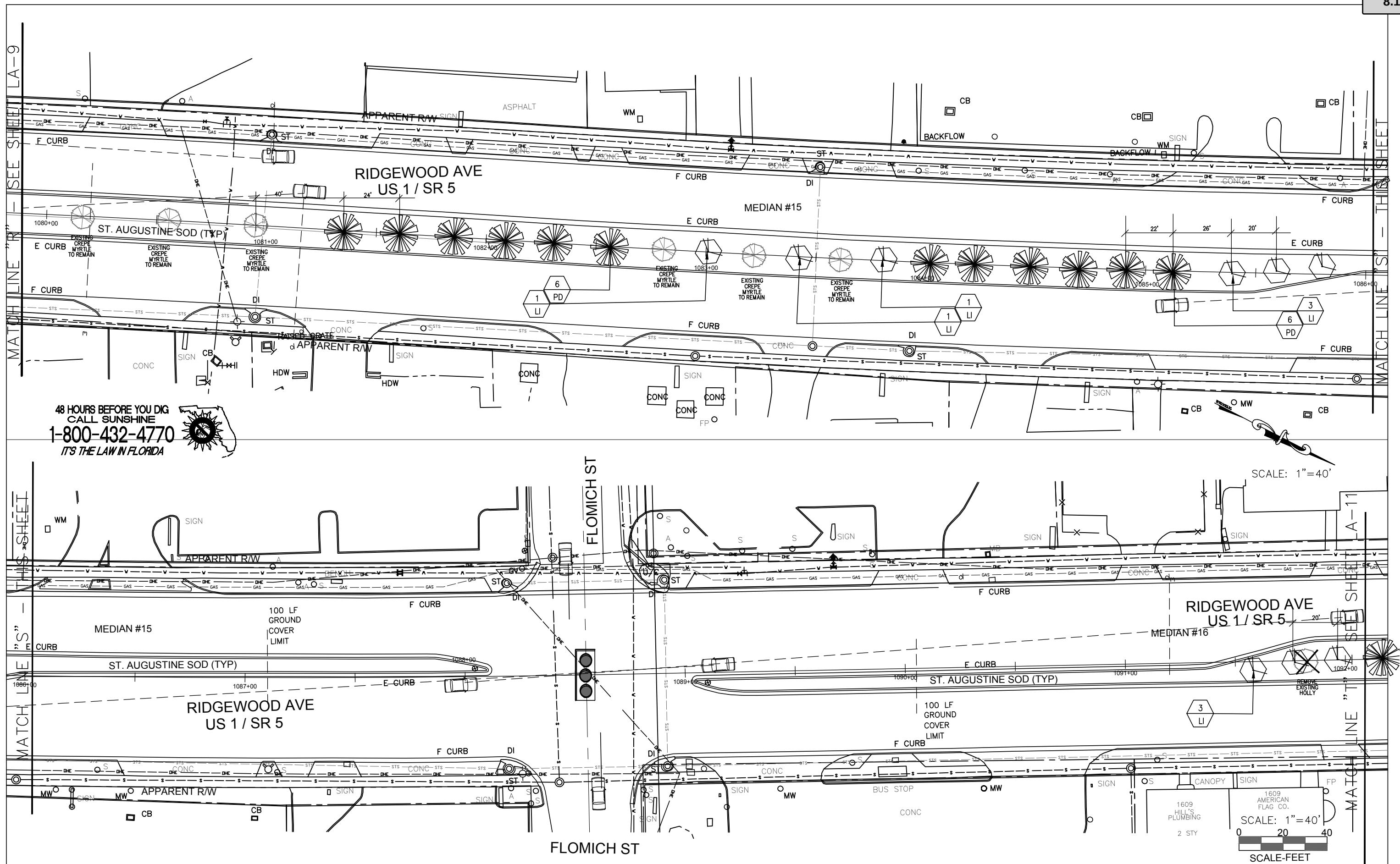
THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1068+00
TO 1079+50

PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.
LA-9
OF 16



DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	J.S.	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
 LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
 1685 Promenade Circle, Port Orange, Florida 32129
 (386) 788-3788 (O) (386) 290-6411 (C)

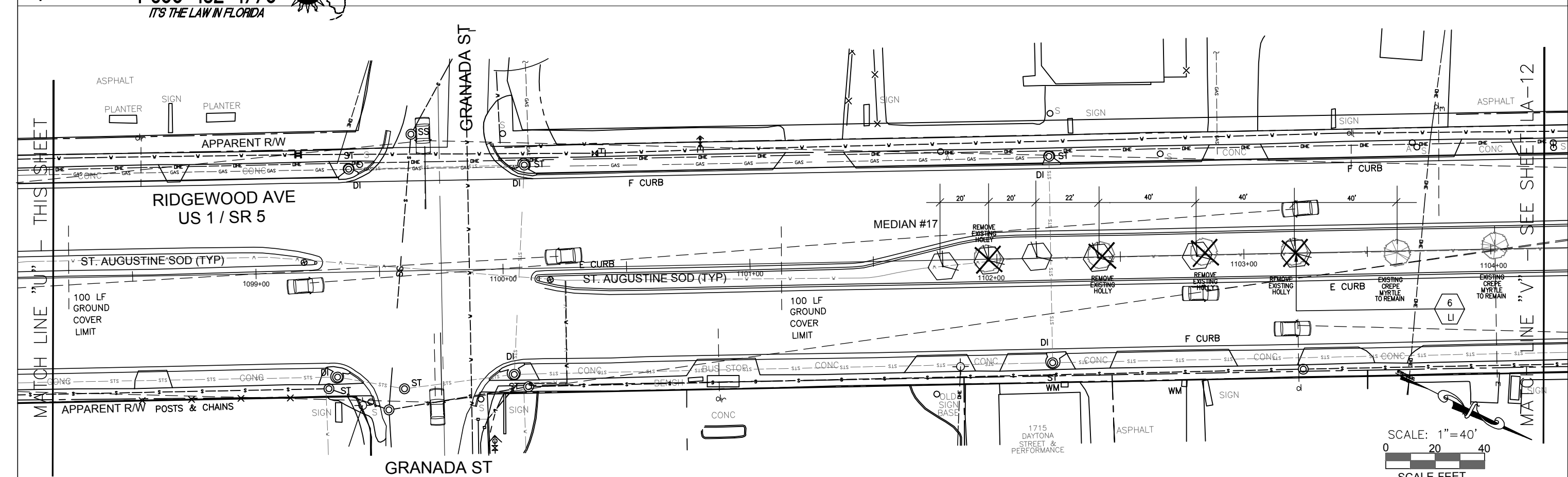
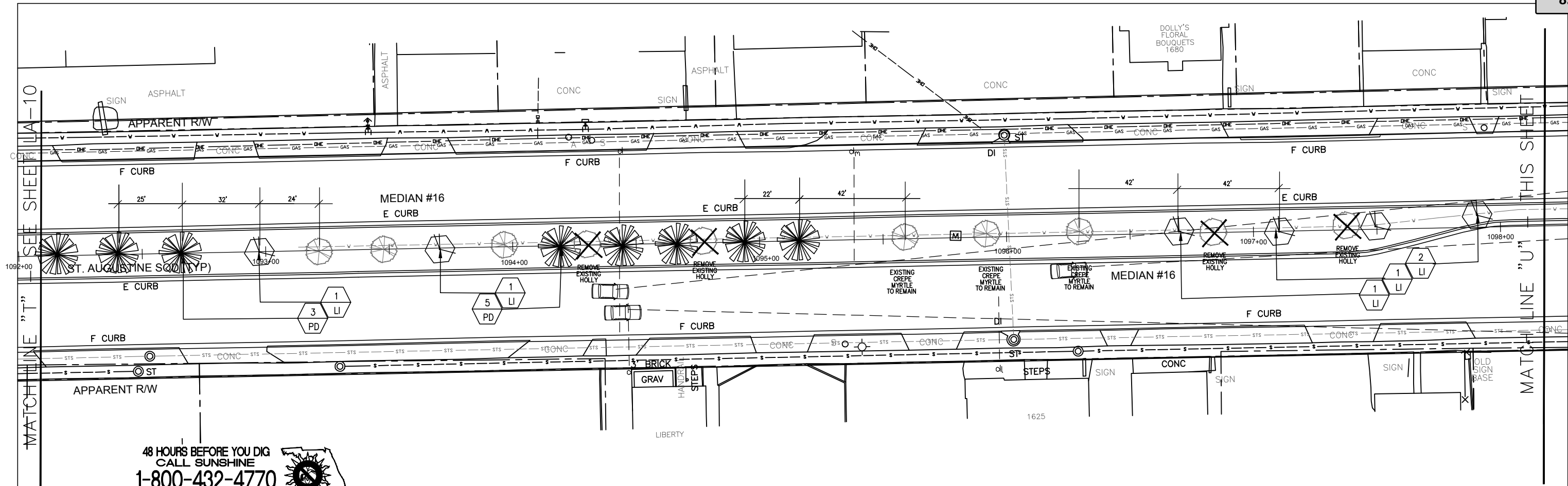
THE CITY OF HOLLY HILL
 VOLUSIA COUNTY, FLORIDA
 US1 - SR5 MEDIAN LANDSCAPING
 CITY LIMITS

STATION POINT 1080+00
 TO 1092+00

PROJECT NUMBER
 SDG #2015-0918
 JAN B. STERN, RLA
 L.A. # 0001160

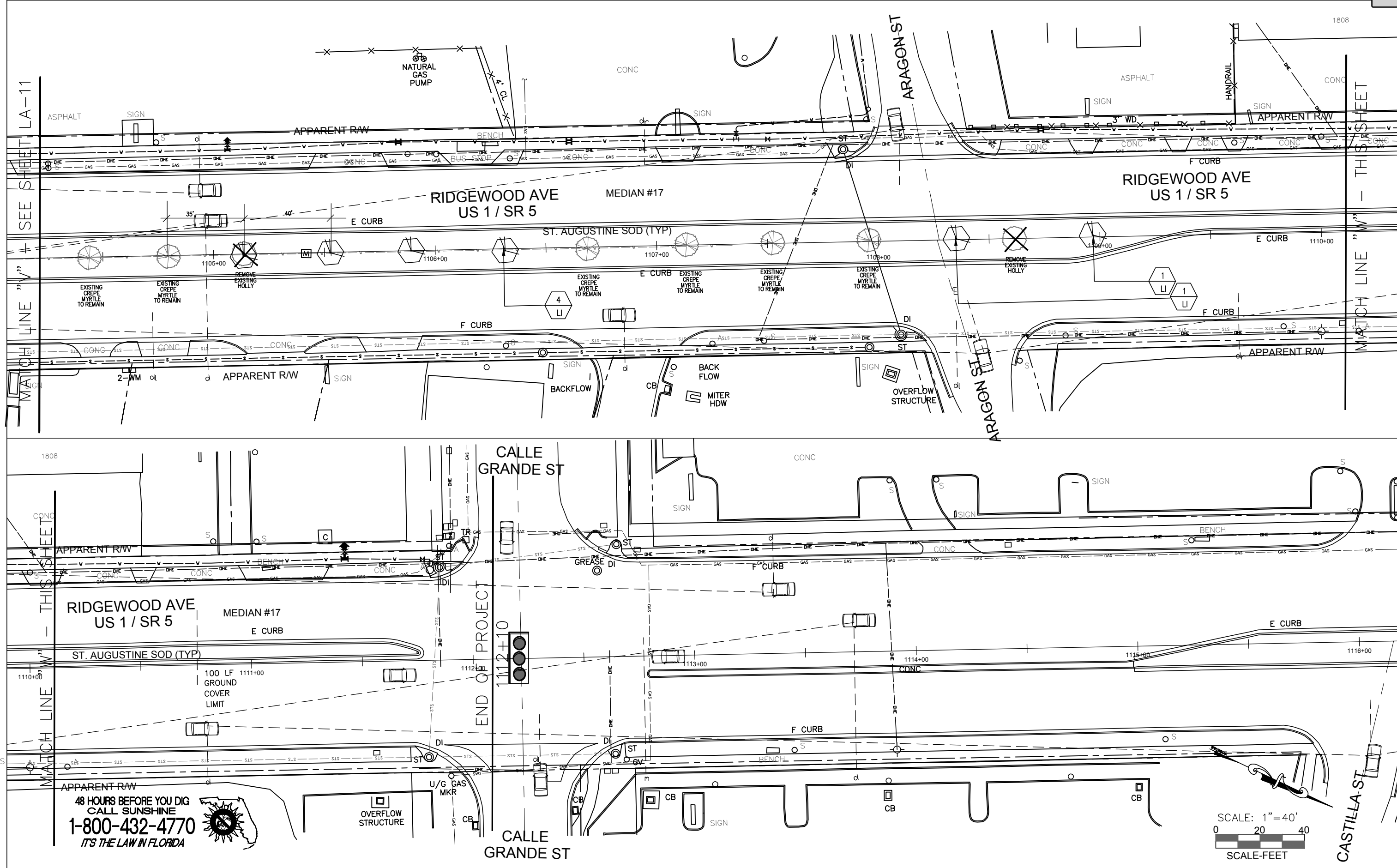
DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.
 LA-10
 OF 16



DATE		BY		REVISION		DESCRIPTION	
06/09/2017		J.S.		STAFF COMMENTS FROM 04/25/2017			
03/31/17		JS		STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.		THE CITY OF HOLLY HILL		STATION POINT 1092+50		PROJECT NUMBER		DESIGNED		J.S.		DATE		SHEET NO.	
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS		VOLUSIA COUNTY, FLORIDA		TO 1103+50		SDG #2015-0918		DRAWN		J.S.		DATE 07/18/16		LA-11	
1685 Promenade Circle, Port Orange, Florida 32129		US1 - SR5 MEDIAN LANDSCAPING				JAN B. STERN, R.L.A.		CHECKED		J.S.		DATE		OF 16	
(386) 788-3788 (O) (386) 290-6411 (C)		CITY LIMITS				L.A. # 0001160		APPROVED		J.S.		DATE			



DATE	BY	DESCRIPTION	DATE	BY	REVISION DESCRIPTION
06/09/2017	J.S.	STAFF COMMENTS FROM 04/25/2017			
03/31/17	JS	STAFF FEBRUARY COMMENTS			

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

STATION POINT 1104+50
TO 1112+10 (END OF
PROJECT)

PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SHEET NO.	LA-12
OF	12

GENERAL CONSTRUCTION NOTES

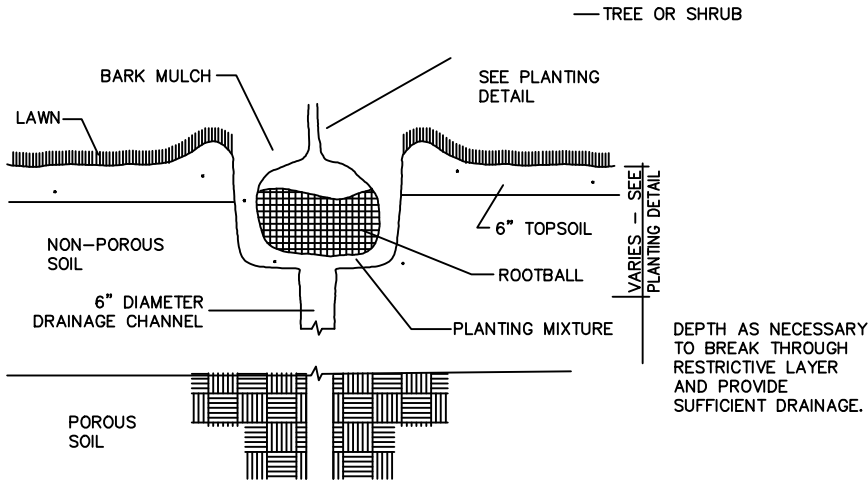
- 1. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES. CONTACT VOLUSIA COUNTY TRAFFIC ENGINEERING FOR LOCATES NOTIFICATION FOR SIGNALS.
- 2. ALL EXISTING UTILITY BOXES AND APPURTENANCES SHALL BE ADJUSTED TO THE PROPOSED GRADE AS NECESSARY.
- 3. CONTRACTOR TO STAKE-OUT EACH MEDIAN FOR TREE/PALM LOCATIONS FOR LANDSCAPE ARCHITECT APPROVAL PRIOR TO INSTALLATION.

PROPOSED UNDERSTORY TREES AND PALMS

KEY	QTY	BOTANICAL/COMMON NAMES	HT.	SPR.	REMARKS
LI	114	Lagerstroemia indica 'STD' Crepe Myrtle Tree 'Tuscarora'	14'-16'	5'-6'	Min 3.5" Cal 100 Gal Cont Single Trunk/ Min Five (5) Branches Min 8' CLEAR TRUNK (C.T.)
PD	92	Phoenix dactylifera 'Medjool' Medjool Palm	16' C.T.		Florida Nursery Grown Match Heights Min 10" Cal

DATE		BY	DESCRIPTION		DATE	BY	REVISION		DESCRIPTION	
06/09/2017		J.S.	STAFF COMMENTS FROM 04/25/2017							

THE STERN DESIGN GROUP, P.A. LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS 1685 Promenade Circle, Port Orange, Florida 32129 (386) 788-3788 (O) (386) 290-6411 (C)			THE CITY OF HOLLY HILL VOLUSIA COUNTY, FLORIDA US1 - SR5 MEDIAN LANDSCAPING CITY LIMITS			GENERAL CONSTRUCTION NOTES PLANT LIST			PROJECT NUMBER SDG #2015-0918 JAN B. STERN, RLA L.A. # 0001160			DESIGNED DRAWN CHECKED APPROVED			J.S. J.S. J.S. J.S.			DATE 07/18/16 -- -- --			SHEET NO. LA-13 OF 16		
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DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER:

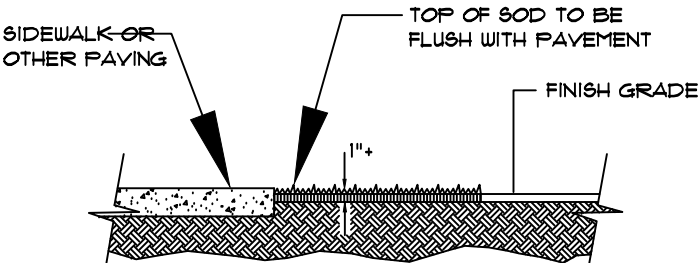
- A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.
- B. FILL PLANTING PIT TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR INCHES (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND DRAINAGE CHANNEL IS NOT REQUIRED. IF HOWEVER, THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.
- C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)
- D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.
- E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

DRAINAGE CHANNEL DETAIL

NOT TO SCALE

PROJECT NOTE:1\

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING AND MAINTAINING THE EXISTING CREPE MYRTLE TREES SHOWN ON THE LANDSCAPE PLANTING PLAN TO REMAIN. FOLLOW FDOT PRESERVATION DETAILS.



SOD PLACEMENT ADJ. TO PAVEMENT

Scale: N.T.S.

PLANTING NOTES

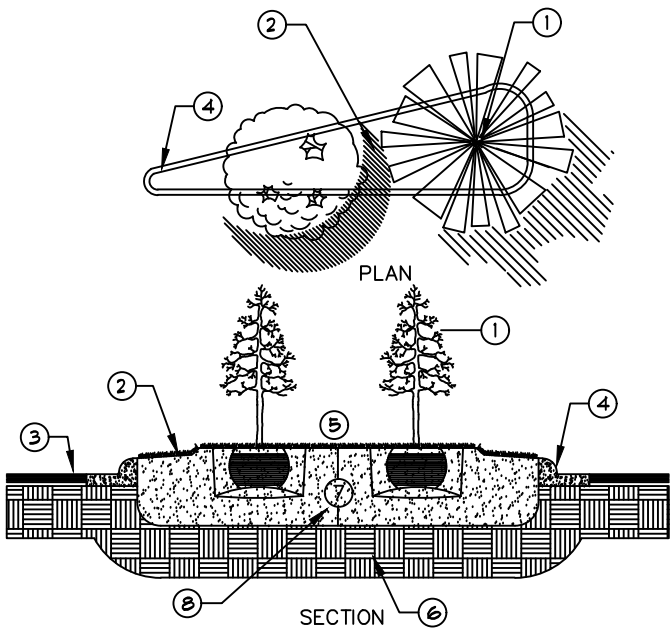
- 1. ALL MATERIALS ARE TO BE FLORIDA #1 OR BETTER, INSTALLED ACCORDING TO THE HIGHEST NURSERY STANDARDS.
- 2. MULCH IS TO BE 100% PINE BARK NUGGETS, GRADE "A", INSTALLED A MINIMUM OF 3" THICK IN ALL PLANTING AREAS. MULCHED PLANTING BEDS SHALL BE A MINIMUM OF 30" WIDE AND SHALL BE CONTINUOUS WHERE PLANTINGS ARE PROPOSED.
- 3. ALL AREAS MARKED SOD ON THE PLANS, SHALL BE SODDED WITH WEED-FREE ST. AUGUSTINE SOLID SOD. SOD SHALL BE INSTALLED WITH TIGHT JOINTS, AND FERTILIZED. NUTRIENTS SHALL BE ADDED TO THE SOIL AS PER SOIL TESTING RESULTS.
- 4. LANDSCAPE CONTRACTOR IS TO LOCATE AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING THE WORK. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITY OR IRRIGATION LINES.
- 5. LANDSCAPE CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
- 6. THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY, PLANTING PLANS SHALL TAKE PRECEDENCE OVER THE PLANT LIST.
- 7. NO SUBSTITUTIONS WILL BE MADE AT THE TIME OF BIDDING OR CHANGES OF ANY KIND, SO AS TO PROVIDE FOR FAIR COMPARISONS. NO FURTHER CHANGES ARE TO ME MADE WITHOUT PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
- 8. ALL BUILDING MATERIALS AND LABOR ARE TO CONFORM TO THE SO. FLORIDA BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- 9. ALL PERMIT AND VARIANCE APPLICATION ARE TO BE MADE BY THE CONTRACTOR.
- 10. PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE PH. AND FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND PH. FOR CORRESPONDING PLANT MATERIALS.
- 11. ALL EXISTING PLANT MATERIALS THAT ARE TO BE REMOVED (SHRUBS AND TREES) ARE TO BE PROPERLY DESTROYED OFF SITE.
- 12. ENSURE THAT IF ANY SOIL DISTURBED WHILE REMOVING THE EXISTING VEGETATION, THAT IT DOES NOT LEAVE THE PROJECT SITE.
- 13. REMOVE ALL TAGS FROM INSTALLED PLANT MATERIALS.
- 14. PLACE TERRA SORB, OR EQUAL, UNDER THE ROOT BALL OF ALL PLANT MATERIALS.
- 15. ALL TREES ARE TO BE GUYED WITHIN "DUCKBILL" ANCHORING SYSTEMS OR AN APPROVED FDOT EQUAL.
- 16. ALL TREE CALIPERS ARE TO BE MEASURED ACCORDING TO LOCAL CODES AND ORDINANCES.
- 17. ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS ARE TO BE DIRECTED TO THE LANDSCAPE ARCHITECT. (386-788-3788)
- 18. ALL PLANT MATERIAL TO BE GUARANTEED AND MAINTAINED FOR A PERIOD OF NOT LESS THAN TWO (2) YEARS FROM THE TIME OF FINAL ACCEPTANCE. ALL REPLACEMENTS TO BE MADE WITHIN TWO (2) WEEKS OF CONTRACTOR NOTIFICATION.
- 19. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR SUPPLYING AS-BUILT DRAWINGS DIRECTLY TO THE LANDSCAPE ARCHITECT UPON COMPLETION.

THE PROJECT HAS AN EXISTING IRRIGATION SYSTEM

THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING SYSTEM INCLUDING, BUT, NOT LIMITED TO VALVES, WIRING, IRRIGATION HEADS, AND PIPE. ANY BREAKAGE AND REPLACEMENT IS THE SOLE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.

IRRIGATION REPAIR NOTES

- 1. ALL SLEEVES AND MAIN LINE TO BE SCHEDULE 40 P.V.C. PIPE.
- 2. THE ENTIRE SYSTEM TO BE REPAIRED AND INSTALLED IN COMPLIANCE WITH ALL LOCAL CODES. CONTRACTOR TO SUPPLY AND INSTALL ALL CHECK VALVES, BACK FLOW PREVENTORS, PERMITS, ETC. AS REQUIRED BY THESE CODES EVEN IF THOSE ITEMS ARE NOT SHOWN ON DRAWINGS.
- 3. ALL LOW VOLTAGE WIRING TO BE #14 DIRECT BURIAL WIRE.
- 4. ALL SPRAY HEADS OR NOZZLES IN PLANTING BEDS ARE TO BE TWELVE-INCH (12") POP-UPS. CONSULT CITY FOR MANUFACTURER.
- 5. FLOOD BUBBLER SPRAY HEADS SHALL BE ADDED TO EACH ZONE FOR ALL UNDERSTORY TREES AND PALMS.
- 6. ALL IRRIGATION HEADS TO BE INSTALLED USING SPX SERIES SWING PIPE WITH APPROPRIATE FITTINGS.
- 7. ALL WORK TO BE DONE IN GOOD WORKMAN LIKE MANNER AND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- 8. IRRIGATION HEAD LOCATIONS MAY VARY. CONTRACTOR TO MAINTAIN 100% COVERAGE WITH APPROXIMATELY 50% OVERLAP WHEN MINOR HEAD LOCATION CHANGES ARE NECESSARY DUE TO FIELD CONDITIONS AND/OR BREAKAGE.
- 9. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY UTILITIES IN THE FIELD. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE AND ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES.
- 10. THERE SHALL BE A TWO (2) YEAR GUARANTEE ON ALL PARTS AND A NINETY (90) DAY GUARANTEE ON LABOR FROM THE DATE OF FINAL ACCEPTANCE.
- 11. AT THE END OF 90 DAYS FROM THE DATE OF ACCEPTANCE, THE CONTRACTOR SHALL CHECK AND ADJUST (IF NECESSARY) THE ENTIRE SYSTEM.
- 12. CONTRACTOR SHALL MARK STATIONS ON THE CONTROLLER PANEL TO CORRESPOND WITH THE ZONE NUMBERS ON THIS PLAN AND SET OPERATING SEQUENCE TO CORRESPOND TO THE NUMBERING.
- 13. IRRIGATION CONTRACTOR IS TO VERIFY ALL DRAWINGS AND CHECK FOR DISCREPANCIES AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
- 14. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR A FINAL FINISHED WORKING IRRIGATION SYSTEM. IF ANY CHANGES WERE MADE, AN AS-BUILT DRAWING IS REQUIRED.



TYPICAL HIGHWAY MEDIAN

NOT TO SCALE

DATE		BY		REVISION	
DESCRIPTION		DATE		DESCRIPTION	

THE STERN DESIGN GROUP, P.A.
LANDSCAPE ARCHITECTS LAND PLANNERS CONSULTANTS
1685 Promenade Circle, Port Orange, Florida 32129
(386) 788-3788 (O) (386) 290-6411 (C)

THE CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
US1 - SR5 MEDIAN LANDSCAPING
CITY LIMITS

LANDSCAPE/IRRIGATION
DETAILS

PROJECT NUMBER
SDG #2015-0918
JAN B. STERN, RLA
L.A. # 0001160

DESIGNED	J.S.	DATE	--
DRAWN	J.S.	DATE	07/18/16
CHECKED	J.S.	DATE	--
APPROVED	J.S.	DATE	--

SEAL
SHEET NO.
LA-14
Packet Pg. 412

TECHNICAL MAINTENANCE PLAN																								
MAINTENANCE OPERATION	NINETY (90) DAY ESTABLISHMENT WEEKLY CYCLE												LOCAL GOVERNMENT COMMITMENT ON YEARLY CYCLE											
WEEK / MONTH	1	2	3	4	5	6	7	8	9	10	11	12	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
MOWING	X	X	X	X	X	X	X	X	X	X	X	X	X			X	X	X	X	X	X	X	X	X
ST. AUGUSTINE	CONTRACTOR TO MOW TWICE A MONTH WITHIN CONSTRUCTION LIMITS DURING WARRANTY PERIOD USING APPROVED LAWN MOWING EQUIPMENT. MOWING HEIGHT TO BE 2 1/2" TO 3" TALL.												LOCAL GOVERNMENT TO MOW ONCE (1X) A MONTH FROM OCTOBER TO FEBRUARY IN THE COOL SEASON AND TWICE (2X) A MONTH FROM MARCH TO SEPTEMBER DURING THE WARM SEASON.											
EDGING	X	X	X	X		X	X	X	X	X	X	X	X		X		X		X		X		X	X
	EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.												EDGE LAWN AREAS ONCE (1X) A MONTH AND PLANTING BEDS AT EVERY MOWING.											
WEEDING									X				X		X		X		X		X		X	
	CONTRACTOR TO MANUALLY WEED ALL PLANTING BEDS ONE TIME (1X) IN THE THIRD, FOURTH (4TH) WEEK PERIOD PRIOR TO THE END OF THE NINETY (90) DAY WARRANTY PERIOD.												ALL GROUND COVERS SHALL BE HAND WEEDED. SHRUB BED WEEDING SHALL BE FOUR (4) TIMES PER YEAR BY CHEMICAL HERBICIDE 'ROUNDUP ®', OR EQUAL, APPLIED AT A RATE OF 1 1/2OZ., PER ONE (1) GALLON OF WATER, MIXED THOUROUGHLY, USING A BACKPACK SPRAYER UNDER THE SUPERVISION OF A FLORIDA LICENSED OPERATOR.											
WATERING	3	3	3	3	2	2	2	2	1	1	1	1	LOCAL GOVERNMENT TO WATER AS PER THE IRRIGATION SCHEDULE INDICATED ON THE LANDSCAPE IRRIGATION DRAWINGS USING THE THE DESIGNED AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR. CHANGES IN THE IRRIGATION USEAGE CAN BE MADE AFTER THIS ONE (1) YEAR INITIAL PERIOD. HOWEVER, ALL CHANGES MUST FALL UNDER THE GUIDELINES OF THE VOLUSIA COUNTY "WATER-WISE" IRRIGATION ORDINANCE. WATERING OF THE TURF AREA TO BE ONE-INCH (1") PER WEEK DURING THE GROWING SEASON (MAY THROUGH OCTOBER) AND 1/2" PER WEEK DURING THE REMAINDER OF THE YEAR. LOCAL GOVERNMENT IS TO ENSURE WEEKLY INSPECTIONS AND MAINTENANCE OF THE AUTOMATED IRRIGATION SYSTEM											
	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING BACKFILLING AND LAYERING). SUPPLIMENTAL WATERING IS TO BE PERFORMED EACH WEEK AS REQUIRED DURING THE WARRANTY PERIOD AT THE FREQUENCIES INDICATED ABOVE. THIS WATERING IS IN ADDITION TO THE AUTOMATIC IRRIGATION SYSTEM. COMPLETELY SATURATE EACH PLANTING HOLE.																							
MULCHING	(SEE PLANTING DETAILS FOR PLANTING INSTALLATION INCLUDING SAUCERING, LAYERING, AND THICKNESS).												MAINTAIN A THREE TO FOUR-INCH (3"-4") THICK MULCH BED. REMOVE AS NECESSARY ALL EXCESS TO MAINTAIN NO MORE THAN A FOUR-INCH (4") LEVEL.											
PINE BARK NUGGETS SHREDDED EUCALIPIS	MAINTAIN MULCH AT A MINIMUM THREE-INCH (3") LAYER AROUND AND IN ALL LANDSCAPE PLANTING BEDS																							
COARSLY GROUND RECYCLED PLANT PALLETS																								
PRUNING	AS NEEDED TO REMOVE MECHANICALLY DAMAGED BRANCHES DUE TO HANDLING, VISIBILITY AND/OR WIND DAMAGE. PLANT MATERIAL MUST BE MAINTAINED AT A FLORIDA #1 GRADE FORM FOR THE FINAL ACCEPTANCE.												PRUNING TO BE ACCOMPLISHED USING CHAIN SAWS, HAND SAWS, LOPPING SHEARS, AND/OR HAND PRUNERS. ALL BLADES ARE TO BE SHARP AND IN GOOD WORKING CONDITION. TREES ARE TO BE PRUNED AS NEEDED. CLEAR TRUNK (C.T.) IS TO BE MAINTAINED AT EIGHT-AND-ONE-HALF-FEET (8 1/2') FOR ALL TREES AND SINGLE TRUNK UNDERSTORY ACCENT TREES. MULTI-TRUNK UNDERSTORY TREES SHALL HAVE A EIGHT-FOOT (8') C.T. ALL SHRUBS AND GROUNDCOVERS PLANTED IN THE MEDIANS ARE TO BE MAINTAINED TO A HEIGHT NOT TO EXCEED THIRTY-SIX INCHES (36"), DEPENDING ON THE PLANT SPECIES. ALL SHRUBS AND/OR GROUNDCOVERS LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED AT A HEIGHT NOT TO EXCEED EIGHTEEN-INCHES (18"). PRUNING OF TREES LOCATED WITHIN THE SIGHT TRIANGLE SHALL BE MAINTAINED WITH A C.T. OF 8 1/2'. THE CITY SHALL REVIEW THE TREES FOR PRUNING ONCE A YEAR.											
PALM MAINTENANCE	PALMS SHALL BE HAND WATERED EVERY DAY FOR THE FIRST THIRTY (30) DAYS, EVERY OTHER DAY FOR THE NEXT THIRTY (30) DYAS, AND TWICE A WEEK THEREAFTER FOR A PERIOD OF NINETY (90) DAYS. THE APPLICATION RATE SHALL BE A MINIMUM OF TEN (10) GALLONS PER PALM AS A SLOW POUR. ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL ALSO BE REMOVED.												ALL BROKEN PALM FRONDS AND FLOWER STALKS SHALL BE REMOVED.											
FERTILIZATION	ALL INSTALLED TREES AND SHRUBS SHALL BE FERTILIZED USING A PELLETIZED SLOW RELEASE FERTILIZER WITH A 15-5-15 ANALYSIS. FERTILIZER SHALL BE PLACED AROUND THE ROOT BALL AT THE TOP OF THE FIRST LAYER OF PREPARED BACKFILL. RATES AND DETAILS ARE SHOWN IN THE PLANTING DETAILS.												TREES ARE TO BE FERTILIZED ANNUALLY IN THE LATE FALL OR WHEN DORMANT. FETILIZER SHALL BE APPLIED TO THE TOP DRESSING OF THEIR ROOT AREA. UNDER THE MULCH, AT THE SOIL SURFACE WITH A PELLETIZED, SLOW RELEASE FERTILIZER CONTAINING A 16-4-8 ANALYSIS. FERTILIZER SHALL BE APPLIED AT THE RATE OF TWO (2) POUNDS PER TREE/APPLICATION BETWEEN THE TREE TRUNK AND THE TREE DRIP-LINE. LAWNS AND LANDSCAPE BEDS SHALL BE FERTILIZED IN MID-MARCH AND AGIN IN MID-SEPTEMBER USING A 16-4-8 ANALYSIS CONTAINING MINOR ELEMENTS. LIQUID FERTILIZER MAY BE USED AS A SUPPLEMENT, HOWEVER, NEVER AS A REPLACEMENT FOR THE GRANULAR.											
PESTICIDES													ALL LAWN AREAS SHALL RECIEVE FIVE (5) APPLICATIONS PER YEAR. TREES AND SHRUBS SHALL BE SPRAYED AS REQUIRED TO ENSURE THEIR HEALTH AND PROPER GROWTH. PESTICIDE TYPE AND APPLICATION AMOUNTS SHALL BE UNDER THE SUPERVISION OF A FLORIDA LICENSED AND TRAINED OPERATOR.											

CITY OF HOLLY HILL, FLORIDA



U.S. 1 Median Landscaping Improvements

***FM# 439690-1-58-01
BID #16CRA1***

August 2017

**TABLE OF CONTENTS
CITY OF HOLLY HILL
U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

<u>Section</u>	<u>Title</u>
DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS	
00 02 00	Invitation to Bid
00 10 00	Instruction to Bidders
00 11 00	Local Bidder Preference
00 30 00	Proposal
00 31 00	Schedule of Unit Prices
00 32 00	Statement of Bidder's Qualifications
00 33 00	Listing of Subcontractors
00 33 20	Experience in Landscaping (FDOT Form (850-070-09)
00 41 00	Bid Bond
00 47 00	Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
00 48 00	Anti-Collusion Statement
00 48 50	Drug Free/Tie Preference Statement
00 50 00	Agreement
00 62 00	Certificate as to Corporate Principal
00 64 00	Payment and Performance Bond and Public Construction Bond
00 65 00	Certificate of Insurance for Public Liability & Property Damage
00 66 00	Affidavit Regarding Workman's Compensation
00 66 50	Certificate of Insurance For Workman's Compensation
00 67 00	Contractor's Statement Under Oath, To Owner
00 68 00	Receipt and Release
00 69 00	Consent of Surety For Final Payment
00 70 00	Standard General Conditions of the Construction Contract
00 70 50	Release of All Claims
00 80 00	Supplementary Conditions
00 80 00A	Contractor's Standard Insurance Requirement and Indemnification Clause
00 81 50	Special Conditions
00 84 00	Contractor Request for Information (RAI)
00 84 10	Notice of Award Form
00 84 20	Notice to Proceed Form
00 84 30	Change Order Form
00 84 40	Application and Certificate for Payment Form
00 84 60	Materials Stored on Site Form
00 84 80	Certificate of Substantial Completion
00 84 90	Contractor's Final Release of Lien
Joint Participation Contract (For Informational Purposes Only)	
Welcome Sign Lighting and Design Plans	

SECTION 00 02 00
INVITATION TO BID
CITY OF HOLLY HILL, FLORIDA
US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID# 16CRA1

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for **US 1 MEDIAN LANDSCAPING IMPROVEMENTS**. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, **until 3:00 p.m. on September 27, 2017**, at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a MANDATORY pre-bid meeting for this project **at 2:00 p.m. on September 12, 2017**. The meeting will be held in the Workshop Conference Room, located in City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Description of Work: *Installation of landscaping within existing medians along an approximate 2.7 mile length of U.S. 1 as well as installation of two welcome signs at the north and south City limits. Contractor is required to be prequalified landscape contractor with the Florida Department of Transportation (FDOT) or be found by the City to be an experienced qualified contractor based on experience information required to be submitted with the bid. Work shall include removal of existing landscaping and restoration of disturbed medians. Project is funded by a Joint Participation Agreement between the City of Holly Hill and FDOT.*

Copies of the bid documents may be obtained electronically from VendorLink at www.myvendorlink.com. Any addenda to these bid documents will be posted on the VendorLink website. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed **in writing** to mjuliano@hollyhillfl.org. Questions to be submitted no later than 5:00 p.m. on September 20, 2017.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: **"US 1 MEDIAN LANDSCAPING IMPROVEMENTS"**.

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA
s/ **Joseph Forte**
City Manager

SECTION 00 10 00

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL**1.01 PROJECT DESCRIPTION**

- A. The work of this project consists of furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to construct

**US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

All above referenced work shall be complete, in place, and ready for service in accordance with the drawings and specifications prepared therefore by Stern Design Group, and entitled, “**US 1 MEDIAN LANDSCAPING IMPROVEMENTS**”

- B. The location of the project is the City of Holly Hill, Florida.

1.02 DEFINED TERMS

Terms used in the Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

1.03 COPIES OF BIDDING DOCUMENTS

- A. Only complete sets of Bidding Documents will be issued and shall be used in preparing bids. Neither the OWNER nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Bidding Documents may be obtained in the manner and at the location stated in the Invitation to Bid.

1.04 RECEIPT OF BIDS

The Place to which proposal must be delivered, the amount of Proposal Security required and the date, time and place of opening of proposals, are stated in the Invitation to Bid. The Proposal form amplifies the Advertisement in indicating the location and description of the project to be constructed and shows the approximate quantities of work to be performed and materials to be furnished, if a unit price contract, any special requirements which may vary from or are not contained in the specifications. The bid documents as listed in Paragraph 1.08, Preparation of Proposal, shall be submitted as described in Section 00 30 00-3 under Supplemental Requirements.

1.05 BIDDER'S QUALIFICATIONS

The Bidder will be required to show that he/she is capable of performing the work contemplated and shall furnish, if requested, in duplicate the following:

- a. A sworn statement showing the equipment definitely controlled by the Bidder and available to him for performing the work;
- b. A sworn statement of his/her experience in performing work of the character for which his bid is submitted; and,
- c. A sworn statement showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission.
- d. Bidder must meet all requirements contained in Exhibit D, Section 7 of the Joint Participation Agreement.

If the Owner approves the above required statements and the Proposal is accompanied by the specified security, the person, firm or corporation submitting such Proposal shall be considered as a qualified Bidder.

The Bidder shall be a FDOT Pre-qualified Landscape Contractor or an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. The Bidder shall submit the following with their bid if they desire to be given consideration as an experienced qualified contractor.

- (a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.
 - (1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.
 - (2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:
 - (i) Project name with a brief description that evaluates the landscape work performance.
 - (ii) Location of the project (city, state).
 - (iii) Professional substantiation of the contractor's skills, efficiency and competence.
 - (3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

1.06 BIDDER'S RESPONSIBILITY

The Bidder is required to carefully examine the site of the project, the Proposal Form, Drawings, Specifications, Agreement Form, and all other forms pertinent to the work contemplated. It will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of work to be performed and materials to be furnished, and the requirements of the Contract and specifications. No allowance or concession will be made for lack of such information on the part of the Contractor.

Whenever such information concerning subsurface materials or conditions is given on the drawings, it is understood, in the absence of any qualifying notation, that it was obtained in the usual manner and the location, depths, and character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of the material have been correctly indicated and Bidders should take into account the possibility that conditions affecting the cost or quantities of work to be done may differ from those indicated.

1.07 APPROXIMATE ESTIMATE OF QUANTITIES

The Bidder's attention is directed to the fact that in contracts based on unit prices the estimate of quantities of work to be done and materials to be furnished under these specifications, as shown on the Proposal Form, and in the Contract, is approximate and is given only as a basis of calculation upon which to determine the lowest Bidder. The Owner does not assume any responsibility that the quantities shall obtain strictly in the construction of the Project, nor shall the Contractor plead misunderstanding or deception because of such estimate of quantities, or of the character of the work or location, or other conditions pertaining thereto. The Owner reserves the right to increase or diminish any or all of the above mentioned quantities of work or to omit any of them, as it may deem necessary, and such increase or decrease of the quantities given for any of the items shall not be considered as sufficient grounds for granting an increase in the unit prices bid, except as set forth in the General Conditions.

1.08 PREPARATION OF PROPOSAL

In preparing Proposals in the manner prescribed under Paragraph 1.14, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free/Tie Preference Statement, must be properly executed in ink .

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items in Section 00 31 00, Schedule of Unit Prices, shall equal the Total Price as listed in Section 00 30 00, Proposal.

Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal.

In unit price bids, the extensions, if any, and the total are for informational purposes only, and the determination of the lowest bid will be based solely on the total results of computations of the estimated quantities and the prices bid. The Bidder shall submit a completed Schedule of Unit Prices, Section 00 31 00 with each bid. The bid may be considered non-responsive without this form.

The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

1.09 PROPOSAL SECURITY

Each Proposal shall be accompanied by a security in the form of a certified check or, when specifically permitted, a Bid Bond, payable to the Owner, in the amount indicated in the Invitation to Bid and, in either case, with properly executed Agreement of Surety. Such proposal security of the successful Bidder shall be forfeited to the Owner as liquidated damages if the successful Bidder fails to execute and deliver the Contract in conformity with the Form of Agreement, and furnish bonds and insurance certificates as specified within ten (10) days after notification by the Owner of the acceptance of his bid, *excluding Bond review by the City Attorney*. Within three (3) days after formal opening of bids, if requested by the Contractor, the securities therefore will be returned excepting those which the Owner elects to hold until the award is made and the successful Bidder qualified and executes the Contract. Thereafter, Proposal Securities, other than that of the qualified low Bidder, will be returned at once. The security of the successful Bidder will be returned to him when the Contract is executed by both parties hereto and the Performance and Payment Bonds have been recorded. If all Proposals are rejected, the securities therefore will be returned immediately after the determination of such rejection.

1.10 WITHDRAWAL OF PROPOSALS

All Bidders specifically waive any right to withdraw a Proposal after it has been submitted to the Owner, except as hereinafter provided. A Bidder may withdraw a Proposal provided the Bidder makes a request to do so by telephone, telegraph, or in writing to the Owner, and provided that such requests reach the office of the Owner not later than the day previous to the date set for opening thereof. Requests by telephone or telegraph must be confirmed in writing, by the Bidder in person, or by an accredited representative of the Bidder before the time set for the opening of the Proposals. No bids may be withdrawn for a period of NINETY (90) DAYS after the date and time designated for the opening thereof.

1.11 RIGHT TO REJECT PROPOSALS

The unqualified right is reserved by the Owner to waive any informalities in, or reject any or all Proposals as may be deemed to the best interest of the Owner. Proposals which contain any

omissions, erasures, alterations, additions not called for, conditional bids, or irregularities of any kind, or Proposals otherwise regular which are not accompanied by Proposal Security, may be rejected as informal. Proposals in which the bid prices are obviously unbalanced may be rejected.

1.12 CHANGES PRIOR TO THE OPENING OF BIDS

During the period allowed for preparation of bids, the Bidders may be furnished addenda or bulletins for additions to or alterations of the Drawings or Specifications, which shall be included in the work covered by the Proposal and become a part of the Contract Documents, Bidders may submit to the Engineer a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each prospective Bidder of Record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

1.13 SCOPE OF WORK

Unless otherwise provided in the Construction Specifications or the Proposal, it is the intent of the Contract Documents to prescribe a complete project which the Bidder proposes to construct, by furnishing all labor, materials, equipment, tools, necessary utilities and other facilities, and performing all work necessary to incidental to such construction, in full compliance with the Drawings, Specifications, Proposal, and Contract, and any special requirements contained therein or supplements attached thereto.

Should any construction or condition be anticipated which is not covered by these Specifications, the special requirements thereof will be stated in the Proposal, and any such special requirements shall be considered a part of these specifications as though they were fully contained herein. If any special requirements stated in the Proposal conflicts with any of the provisions of these Specifications, the former shall govern.

1.14 SUBMITTING PROPOSAL

Two (2) copies of the Proposal, accompanied by the Proposal Security, and all addenda, if any, and all other required supporting documentation shall be submitted in an opaque, sealed envelope, addressed to the Owner. The name of the Bidder shall appear in the upper left-hand corner of the envelope and the following notation shall appear in the lower left-hand corner.

**US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

1.15 AWARD AND EXECUTION OF CONTRACT

When a Proposal received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder to whom the award is made shall execute the Contract and return it, together with the properly executed bonds and insurance certificates, to the office of the Owner, within the time specified in Paragraph 1.09 of Section 00 10 00.

If the Contractor executes his Contract as herein provided and the Contract is not executed by the Owner within thirty (30) days after the receipt thereof from the Contractor, the Owner upon written request of the Contractor will return the Proposal Security. In such event, the award of the Contract shall be considered as annulled.

The Contract, Surety Bonds, and insurance certificates shall be executed in quintuplicate, or in as many copies as the Owner may require.

1.16 CANCELLATION OF AWARD

The Owner reserves the right to cancel the award of any contract at any time prior to its execution by the Owner.

1.17 SURETY BONDS

With the execution and delivery of the Contract, the successful bidder receiving the Contract award will be required to furnish within the time specified in Paragraph 1.09 of Section 00 10 00, a Payment and Performance Bond, covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the total contract price, and a Public Construction Bond in an amount not less than one hundred percent (100%) of the Contract amount, covering payment in full for all services rendered, materials furnished and labor supplied or performed. The same Surety must execute both bonds each of which shall be in the form provided in the Contract Documents.

Should any Surety upon any Bond furnished in connection with this Contract become unacceptable or be deemed unsatisfactory to the Owner at any time, the Contractor shall upon written notice from the Owner, promptly furnish acceptable or substitute security as may be required to protect the interests of the Owners or of persons supplying services, labor and materials in the prosecution of the work under Contract. No further payment shall be deemed due or shall be made under this Contract, until the new Surety or Sureties will qualify and be accepted by the Owner.

1.18 INDEMNITY AND INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance required under by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

- A. Certificates. The Contractor shall submit certificates or other documentary evidences to the Owner for approval, covering Workmen's Compensation Insurance; and Public

Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents.

Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30) days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

- B. Accidents and Claims. The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorneys fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or from any improper or inferior workmanship, or from inferior materials used in the work.
- C. Mutual Responsibility of Contractors. Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.
- D. Contractor's Liability. The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

1.19 CANCELLATION OF CONTRACT

As soon as practicable after the satisfactory execution of the Contract by both parties, written notice to proceed with the work will be given to the Contractor. If such notice is not given within

thirty (30) days after contract execution, and the delay is not caused by the Contractor or accepted by him/her in writing, the Contract may be declared null and void by either party.

If the Contractor incurs any expense in furtherance of the Contract prior to receipt of the Notice to Proceed, he/she does so on his own responsibility.

1.20 COMPLETION TIME AND LIQUIDATED DAMAGES

The Bidder shall understand that the time limit indicated for completion of this Contract, and the amount of liquidated damages to be charged against the Contractor shall be declared in default in accordance with the provisions of the Specifications, shall be as stated in Article II of the Form of Agreement which is a part of these Contract Documents.

1.21 PAYMENT OF TAXES

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

1.22 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

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

END OF SECTION

SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

To account for the financial advantages accruing to the City by the award of a contract to a local business or county business, the City has adopted through Ordinance 2920 a local bidder preference, Code of Ordinances Section 30-78. A bid/proposal from a local business shall receive bid preference in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00. A bid/proposal from a county business shall receive bid preference in an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local business" means a vendor or contractor which has a place of business (other than a post office box) within the City Limits and has a valid, current business tax receipt issued by the City. To qualify as a local business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its City of Holly Hill local business tax at least 12 months prior to the opening of the bid/proposal, does business in the Holly Hill community, maintains a physical business address located within the jurisdictional limits of the City of Holly Hill. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a local business submits a bid/proposal.

A "county business" means a vendor or contractor which has a place of business (other than a post office box) within the County Limits and has a valid, current business tax receipt issued by the City of its permanent address. To qualify as a county business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its local business tax to the City of its permanent residence at least 12 months prior to the opening of the bid/proposal, does business in the Volusia County community, maintains a physical business address located within the jurisdictional limits of Volusia County. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a county business submits a bid/proposal.

SECTION 00 11 00
CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY
LOCAL BUSINESS

All areas of this form are required to be completed. Incomplete forms may be rejected.

- LEGAL NAME OF BUSINESS: _____
Physical Address: _____ Mailing Address (if different) _____

- Year your business was established in the City of Holly Hill: _____
- Business Tax Receipt Number Issued by the City of Holly Hill
BTR Number: _____ Date Issued: _____
- Please provide a brief description of the nature of your business and how it relates to the community.

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By:

Sworn to and subscribed before me

Signature

This _____ day of _____ 20__

Name, Typed or Printed

Signature of Notary (& Stamp)

Title, Typed or Printed

Notary Public, State of

Mailing Address

Personally Known _____ or

City, State, Zip Code

Produced Identification

Telephone Number

(type of identification)

**SECTION 00 30 00
PROPOSAL
FOR
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1
(To be completed in Duplicate)**

Bidder's Name: _____

Submitted: _____, 2017

City of Holly Hill
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill, (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of **"US 1 MEDIAN LANDSCAPING IMPROVEMENTS"**, for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

(In Words)

Dollars \$ _____ (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **150 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,584 (One Thousand Five Hundred Eighty Four Dollars)** per day shall be

deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

- Local Bidder Preference Affidavit 00 11 00
- Schedule of Unit Prices: Section 00 31 00
- Statement of Bidder's Qualifications: 00 32 00
- Listing of Subcontractors: Section 00 33 00
- FDOT Experience in Landscaping Form: Section 00 33 20
- Bid Bond: Section 00 41 00
- Public Entity Crimes Statement: Section 00 47 00
- Anti-Collusion Statement: Section 00 48 00
- Drug Free/Tie Preference Statement: Section 00 48 50
- Trench Safety Affidavit: Section 00 49 00
- Certificate as to Corporate Principal: Section 00 62 00
- City of Holly Hill Insurance Requirements: Section 00 80 00A
- W9 Request for Taxpayer Identification Number and Certification

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the _____ Bank of
 _____ or Bid Bond for the sum of
 _____ Dollars (_____),
 made payable to _____ (Owner).

 (Name of Bidder) (Affix Seal)

 (Signature of Officer)

 (Title of Officer)

 Name of Bidder

 Address

 City/State/Zip

 Telephone

 Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

END OF SECTION

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL
U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
FM# 439690-1-58-01 BID# 16CRA1

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
A.	LANDSCAPING				
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Clearing and Grubbing	1	LS		
4	Median #2 Landscaping	1	LS		
5	Median #3 Landscaping	1	LS		
6	Median #4 Landscaping	1	LS		
7	Median #5 Landscaping	1	LS		
8	Median #6 Landscaping	1	LS		
9	Median #7 Landscaping	1	LS		
10	Median #8 Landscaping	1	LS		
11	Median #9 Landscaping	1	LS		
12	Median #10 Landscaping	1	LS		
13	Median #11 Landscaping	1	LS		
14	Median #12 Landscaping	1	LS		
15	Median #13 Landscaping	1	LS		
16	Median #14 Landscaping	1	LS		
17	Median #15 Landscaping	1	LS		
18	Median #16 Landscaping	1	LS		
19	Median #17 Landscaping	1	LS		
	Sub-Total (FDOT JPA Funded)				
B.	CITY ENTRY SIGNS - Furnish and install entry sign per requirements in bid documents, including electrical, electrical permitting and all other work required.				
1	City Entry Sign, Complete	2	EA		
	Sub-Total (City Funded)				
	TOTAL BASE BID (A+B)				
C.	ADDITIVE ALTERNATE - Unit pricing is requested and may be utilized to award additional work to replace existing tree originally designed to remain.				
1	Crepe Myrtle	1	EA		
2	Medjool Palm	1	EA		
	TOTAL ADDITIVE ALTERNATE BID (C)				

Submitted by: _____

Contractor: _____

Address: _____

Telephone: _____ Fax: _____

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

- A. Name of bidder.
- B. Permanent main office address.
- C. When organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment _____.
- L. Experience in construction work similar in type to this project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit available: \$_____.
- O. Give bank reference: _____.
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder

By: _____
Title

State of _____

County of _____

_____ being duly sworn deposes and says that

he is the _____ of _____ and that

the answers to the _____ foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My commission expires: _____

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Experience in Landscaping This Form is for the Bidder to list Work Experience.

Bidder's Name (Print Company name)

Contract ID

Bidder's FEID Number

Experience in **Landscape Installation, Establishment and Maintenance** is required to bid on this project as defined below.

- 1) For this Contract, the contractor or Contract Project Manager is required to have at least five (5) years of experience in the active performance of roadway landscape work. Landscape work includes, but is not limited to, the acquisition, installation, establishment of plant materials, sod and irrigation systems for public roadways, but specifically excludes single family residential landscape and sod work. In order for the Contractor to be responsive, this Form must be filled out and submitted with the bid to the District Contract Administrator. This form must be signed by the owner of the company or a company officer and dated in the space provided on this form.

- 2) The contractor must provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:
 - a) Project name with a brief description that evaluates the landscape work performance
 - b) Location of the project (city, state)
 - c) Professional substantiation of the contractor's skills, efficiency, and competence

- 3) A contractor presently prequalified with the Department in "**Landscaping**" will suffice to meet the above requirements. If the contractor is prequalified as stated, mark an "X" in this space (___) and Sign and Date below.

LIST COMPANY'S ROADWAY LANDSCAPE EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Beginning Mo / Year	Contract Duration
						Days
						Days
						Days
						Days

Continued.

LIST ADDITIONAL COMPANY EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days
						Days
						Days
						Days
						Days

LIST PROJECT MANAGER'S EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days

Continued.

00 33 20-2

LIST ADDITIONAL PROJECT MANAGER'S EXPERIENCE

Project Name/Number	Project Location (City, State)	Description of Landscaping Work Performed	Owner/Contact Name Contact Phone Number	Prime or Sub	Month/ Year	Contract Duration
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days
						Days
				/ / 20		
Print Name of the Owner or Company Officer		Signature of the Owner or Company Officer				

Experience will be calculated by totaling the number of Contract Days listed on the form, and dividing by 365 to determine the number of years of experience in performing the work.

**SECTION 00 41 00
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal and _____ of the City of _____ State of _____, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the _____ hereinafter called the Owner, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

US 1 MEDIAN LANDSCAPING IMPROVEMENTS

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF: _____(Seal)

Individual or Partner

Witness _____

Address

Corporate Principal

ATTEST: _____

President AFFIX
CORPORATE SEAL

Address

By _____

AFFIX
CORPORATE SEAL

Corporate Surety

Title

ATTEST:

END OF SECTION

SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. _____ for _____.

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is _____ any my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(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 with 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.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(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.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. 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 entity 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 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.

I understand that a "person" as defined in Paragraph 287.133(i)(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 provision 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.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

- _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
 who, after first being sworn by me, affixed his/her signature in the space provided above on this
 _____ day of _____, 20__.

 Notary Public

My Commission Expires:

**SECTION 00 48 00
ANTI-COLLUSION STATEMENT**

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: _____

ADDRESS: _____

CITY AND STATE: _____

TELEPHONE: _____

COMPLETION TIME: _____

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

END OF SECTION

**SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT**

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfaction participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 50 00

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__, by the City of Holly Hill, Florida, hereinafter called the OWNER, Party of the First Part, and a CORPORATION known as _____ organized and existing under the laws of the State of _____; PARTNERSHIP known as _____ consisting of the following members: _____ an INDIVIDUAL _____ trading as _____ of _____ City _____ State of _____ Zip Code _____, hereinafter called the CONTRACTOR, Party of the Second Part.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I.

- A. The Contractor agrees to furnish all labor, superintendence, materials, plant and other utilities for, perform all work necessary for or incidental to, and to perform all other obligations imposed by this Contract for the Construction of

US 1 MEDIAN LANDSCAPING IMPROVEMENTS

herein called for, in strict accordance with the Drawings and Specifications prepared by Stern Design Group, which Contract includes, but is not limited to, the following Contract Documents:

- | | |
|---------------------|------------------------------------|
| a. Invitation | f. Labor and Material Payment Bond |
| b. Instructions | g. Insurance |
| c. Proposal | h. Specifications |
| d. This Agreement | i. Addenda (if any) |
| e. Performance Bond | j. Drawings |

ARTICLE II.

- A. The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that all work shall be completed within **150 days with an additional 30 days for final completion.**
- B. The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **\$1,584 (One Thousand Five Hundred Eighty Four Dollars)** per day shall be deducted from monies due the contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall

be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

ARTICLE III.

- A. The Contractor shall receive and accept the compensation for the performance of the Contract (subject to additions or deductions noted therein) in accordance with the prices stipulated in the Proposal, and in the manner provided in Article IV for the Contract Price of \$_____ and for additions or revisions approved in Change Orders at Unit Prices.

ARTICLE IV.

- A. Payment to the Contractor shall be made as follows:
1. Not later than the fifteenth (15th) day of each calendar month, the Owner will make a partial payment to the Contractor on the basis of a duly certified and approved estimate by the Engineer of the work performed during the preceding calendar month under this Contract, and (at the option of the City) an amount equal to 90% of materials and equipment not incorporated in the work but delivered and suitably stored. When payment to the Contractor is made for stored materials and equipment, Contractor shall submit invoices marked paid by the supplier with the next month's request for payment to document that Contractor has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) for any stored materials not so properly documented. To insure the proper performance of this Contract, the Owner will retain ten percent (10%) of the amount of each estimate until the work is fifty percent (50%) complete.
 2. When work is fifty percent (50%) complete, the Owner may allow the reduction of the withholding to five percent (5%) of the dollar value of all work satisfactorily completed to date, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.
 3. Upon completion of the entire work under Contract, the Engineer shall make a final inspection and certify such completion to the Owner. Upon approval of the completion certificate by the Owner, the Owner shall notify the Contractor and the Surety of the satisfactory completion of the work and except as otherwise provided in the Specifications, final payment therefore shall be made to the Contractor within thirty (30) days after written acceptance by the Contractor of the final certificate computation.

ARTICLE V.

- A. The Contract shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, without written consent of the Owner.

ARTICLE VI.

- A. The work shall be subject at all times to the supervision of the Engineer and his authorized assistants. The Engineer shall decide all questions which may arise relative to the Drawings, Specifications, and the performance of the work. Any doubt concerning the meaning of the Specifications and the Drawings, or any ambiguity or obscurity as to wording or intent of them shall be decided by the Engineer, and such decisions shall be binding upon both parties hereto, and shall not be subject to arbitration.

ARTICLE VII.

- A. The Contractor shall guarantee his work and shall remedy, without cost to the Owner, any defects which may develop therein during a period of one (1) year from the date of the Owner's approval of the Completion Certificate issued by the Engineer.

ARTICLE VIII.

- A. In the event of conflict between any of the Contract Documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have signed this Contract in quintuplicate the day and year first above written.

ATTEST:

CITY OF HOLLY HILL, FLORIDA

City Clerk

By _____
Joseph A. Forte

Title _____
City Manager

WITNESS:

CONTRACTOR

By _____

END OF SECTION

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principal in the within Bid Bond; that _____
who signed the said Bid Bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine; and that said
Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

AFFIX CORPORATE SEAL

END OF SECTION

Return Recorded Document to:
City Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117

U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS

Name of Project

City Project No. 16CRA1

Bond No. _____

Space Reserved for Recording Data

COMBINATION PAYMENT AND PERFORMANCE BOND FOR

PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes (2010)
Guaranty for Construction of Public Improvements*

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF HOLLY HILL, FLORIDA**, a municipal corporation, herein called Owner or sometimes referred to as "City," in the sum of _____ and _____/100 Dollars (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract having an effective date of _____, entered into by and between the Principal and the City, hereinafter sometimes referred to as the Contract, entered into between Principal and Owner for construction of improvements reflected on the plans approved by the City Council, as prepared by Jan B. Stern, A.S.L.A., Florida Registration No. LA0001160, the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes 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 Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Pursuant to Florida Statutes Section 255.05, as amended from time to time, a claimant, except a laborer, who is not in privity with the Principal, shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Principal with a notice that he or she intends to look to this bond for protection. A claimant who is not in privity with the Principal and who has not received payment for his or her labor, materials, or supplies shall deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the Work or thereafter but not before forty-five (45) days after the first furnishing of labor, services, or materials by the claimant or, with respect to rental equipment, not later than ninety (90) days after the date that the rental equipment was last on the job site

available for use. No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. Notices required or permitted under this section may be served in accordance with Section 713.18, Florida Statutes. An action, except for an action exclusively for recovery of retainage, must be instituted against the Principal or the Surety on this bond within one (1) year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the Principal or the Surety within one (1) year after the performance of the labor or completion of delivery of the materials or supplies, or within ninety (90) days after receipt of final payment (or the payment estimate containing the Owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the Principal or Surety, whichever comes last.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20____.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

(Attorney-In-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

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.

SECTION 00 64 00

Front Page for Bond required by Section 255.05, F.S

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05 Florida Statutes (2010)**BOND No.** _____**PRINCIPAL:**

Name of Developer/Contractor: _____

Address: _____

Contact Person: _____

Phone Number: () - _____

SURETY:Address: _____

Contact Person: _____

Phone Number: () - _____

OWNER:City of Holly Hill, Florida, a chartered municipal corporation
1065 Ridgewood Avenue
Holly Hill, FL 32117

Contact Person: City Manager

Phone Number: (386) 248-9463

Amount: \$ _____**City Case/Project No.** 16CRA1

Description of Work: *Installation of landscaping within existing medians along an approximate 2.7 mile length of U.S. 1 as well as installation of two welcome signs at the north and south City limits. Contractor is required to be prequalified landscape contractor with the Florida Department of Transportation (FDOT) or be found by the City to be an experienced qualified contractor based on experience information required to be submitted with the bid. Work shall include removal of existing landscaping and restoration of disturbed medians. Project is funded by a Joint Participation Agreement between the City of Holly Hill and FDOT.*

Project Location: Holly Hill, Volusia County, Florida**Legal Description:** FDOT Right-of-Way or Easement.Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Certificate for Filing in Public Records**PAYMENT AND PERFORMANCE BOND**

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes (2010)

Bond No. _____

The Principal, _____
 by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,
 is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF HOLLY HILL, FLORIDA

pursuant to Section 255.05, Florida Statutes (2010); as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS

located in Holly Hill, Volusia County, Florida, and identified by the City of Holly Hill as Case No. 16CRA1.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Section 255.05(2), Florida Statutes (2010).

_____ a Florida _____
 Mailing Address: _____

By: _____
 Name/Title: _____

STATE OF FLORIDA
 COUNTY OF VOLUSIA

The foregoing Certificate of Filing was acknowledged before me this _____ day of _____, 20____, by _____ as a duly authorized representative of _____ a Florida _____, the Principal named in the attached **Payment and Performance Bond No.** _____.

Notary, please check one:

_____ Personally known to me
 _____ Produced identification

 Notary Public, State of Florida

My Commission Expires: _____

Printed Name: _____

**SECTION 00 65 00
CERTIFICATE OF INSURANCE
FOR
PUBLIC LIABILITY AND PROPERTY DAMAGE**

This is to certify _____ Company has
issued to _____, of the City of _____, State of _____,
the following policy or policies; Public Liability Policy No. _____ effective on _____,
_____, 20____, limits _____,
Property Damage Policy No. _____ effective on _____, 20____, and expiring
on _____, 20____, limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and _____,
_____ in writing thirty (30) days prior to cancellation of
the policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed on Insurance Company's Standard Form may be attached hereto.)

END OF SECTION

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of _____

County of _____

_____ being duly sworn according to law, deposes and says (it, he, they) ha__ accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, their) liability there under in accordance with the terms of said Laws with the _____ Company, under the terms of Policy No. _____ for a period from _____, 20 _____ to _____, 20 ____.

WITNESS:

CONTRACTOR:

By _____

Title _____

Sworn to and subscribed before me this ____ day of _____, 20____.

Notary Public

Notary Public (Print or Type)

My Commission Expires: _____

END OF SECTION

**SECTION 00 66 50
CERTIFICATE OF INSURANCE
FOR
WORKMEN'S COMPENSATION**

This is to certify that _____, Company has issued
to _____, of the City of _____, State of _____,
the following policy or policies: Workmen's Compensation and Employer's Liability Policy No. _____
effective on _____, 20 _____.
re _____ Policy No. _____
effective on _____, 20 ____ and expiring on _____, 20 ____
re _____ limits _____.

If at any time this coverage is to be canceled, the undersigned will notify the insured and
the _____ in writing thirty (30) days
prior to cancellation of policy.

(This certificate must be made by a duly authorized official of the Insurance Company carrying
the risk, or a separate certificate of similar context executed on Insurance Company's Standard
Form may be attached hereto.)

END OF SECTION

SECTION 00 67 00
CONTRACTOR'S STATEMENT UNDER OATH, TO OWNER

To: _____

The undersigned as Contractor has heretofore, on the ____ day of _____, 20 __, has been awarded a Contract by you, as Owner, to furnish all the materials and labor in the construction of a project entitled: _____
 for the Contract Price of _____ in accordance with plans and specifications therefore as prepared by Stern Design Group, 208 Magnolia Avenue, Daytona Beach, Florida 32114.

Said project has been completed and the Contract and Plans therefore fully complied with and all of the Contract Price has been paid by you, except the Final Payment thereon, which is now due, but is being withheld until a sworn statement is furnished, as required by _____ showing whether there are any unpaid and outstanding bills in connection with said Project.

The undersigned hereby certified, under oath, that all lienors contracting directly with or directly employed by the undersigned, on said Contract, have been paid in full, and further certifies, under oath, that there are no outstanding or unpaid bills for labor performed, or materials furnished in connection with said work or improvements.

Dated at _____ this ____ day of _____, 20____.

By _____
 Contractor

Title _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____, 20 ____.

 Notary Public

My Commission Expires: _____

END OF SECTION

**SECTION 00 68 00
RECEIPT AND RELEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____ of _____ was heretofore, on _____, 20 __, award a Contract by _____ for the Contract Price of _____ to furnish all the materials and labor in the construction of a project entitled: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS** in accordance with the plans and specifications therefore, as prepared by Stern Design Group and the undersigned has completed said work and fully complied with said Contract and has heretofore received the sum of \$ _____ as payment thereon.

That the undersigned has this date received from _____ the sum of \$ _____, representing the full balance due _____, as Contractor, under the terms of said Contract, and certified that said Contract has been fully performed in accordance with the terms thereof, and that _____ has paid in full all persons furnishing labor and/or materials in connection therewith, including all subcontractors and suppliers, and that there are no unpaid bills for labor performed or materials furnished in connection with said work or improvements.

That the undersigned, for value received, does hereby forever release and discharge the said _____ as described in the said Contract, from any and all liens, claims or demands whatsoever that _____ has or may have for work performed or materials furnished thereon by any subcontractor or supplier and that will hold harmless the _____ from any and all loss and liability arising or to arise by reason of any unpaid bills for labor performed or materials furnished on said project in connection with said work or improvements. This document is only binding upon receipt of a check for the above balance due.

IN WITNESS WHEREOF, the undersigned has hereto set ____ hand and seal this _____ day of _____, 20 ____.

Witnessed by:

CONTRACTOR

By _____

Title _____

State of _____
County of _____

Before me, the undersigned authority, personally appeared _____, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this ____ day of _____, 20 ____.

My Commission Expires:

Notary Public, State of Florida

END OF SECTION

Attachment: HH117.1_US1 Median Landscape Specifications_08.21.17 (1820 : US1 Landscaping Project Recommendation of Award of Bid

**SECTION 00 69 00
CONSENT OF SURETY
For Final Payment**

Project Name: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS**

Location _____

Project No. _____ Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety: _____
on the Payment Bond of the following named Contractor: _____
hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner, as set forth in said Surety company's bond: _____.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this day of _____, 20 ____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix Corporate Seal)

TITLE

END OF SECTION

00 69 00-1

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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 1420 King Street, Alexandria, VA 22314-2794
 (703) 684-2882
www.nspe.org

American Council of Engineering Companies
 1015 15th Street N.W., Washington, DC 20005
 (202) 347-7474
www.acec.org

American Society of Civil Engineers
 1801 Alexander Bell Drive, Reston, VA 20191-4400
 (800) 548-2723
www.asce.org

Associated General Contractors of America
 2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
 (703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	7
1.01 Defined Terms	7
1.02 Terminology.....	11
Article 2 – Preliminary Matters.....	13
2.01 Delivery of Bonds and Evidence of Insurance	13
2.02 Copies of Documents.....	13
2.03 Commencement of Contract Times; Notice to Proceed	13
2.04 Starting the Work.....	13
2.05 Before Starting Construction	14
2.06 Preconstruction Conference; Designation of Authorized Representatives.....	14
2.07 Initial Acceptance of Schedules.....	14
Article 3 – Contract Documents: Intent, Amending, Reuse	15
3.01 Intent.....	15
3.02 Reference Standards	15
3.03 Reporting and Resolving Discrepancies.....	16
3.04 Amending and Supplementing Contract Documents.....	17
3.05 Reuse of Documents	17
3.06 Electronic Data.....	17
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	188
4.01 Availability of Lands	18
4.02 Subsurface and Physical Conditions	18
4.03 Differing Subsurface or Physical Conditions.....	199
4.04 Underground Facilities	20
4.05 Reference Points	22
4.06 Hazardous Environmental Condition at Site.....	22
Article 5 – Bonds and Insurance	24
5.01 Performance, Payment, and Other Bonds	24
5.02 Licensed Sureties and Insurers	25
5.03 Certificates of Insurance	25
5.04 Contractor’s Insurance	255
5.05 Owner’s Liability Insurance	27
5.06 Property Insurance	27
5.07 Waiver of Rights.....	29

5.08	Receipt and Application of Insurance Proceeds.....	309
5.09	Acceptance of Bonds and Insurance; Option to Replace	30
5.10	Partial Utilization, Acknowledgment of Property Insurer	30
Article 6 – Contractor’s Responsibilities		30
6.01	Supervision and Superintendence.....	30
6.02	Labor; Working Hours.....	31
6.03	Services, Materials, and Equipment	31
6.04	Progress Schedule	31
6.05	Substitutes and “Or-Equals”	32
6.06	Concerning Subcontractors, Suppliers, and Others.....	34
6.07	Patent Fees and Royalties	36
6.08	Permits	36
6.09	Laws and Regulations.....	37
6.10	Taxes	37
6.11	Use of Site and Other Areas	37
6.12	Record Documents.....	38
6.13	Safety and Protection	38
6.14	Safety Representative.....	39
6.15	Hazard Communication Programs	39
6.16	Emergencies	41
6.17	Shop Drawings and Samples	41
6.18	Continuing the Work	43
6.19	Contractor’s General Warranty and Guarantee	43
6.20	Indemnification	44
6.21	Delegation of Professional Design Services	43
Article 7 – Other Work at the Site.....		44
7.01	Related Work at Site.....	44
7.02	Coordination	45
7.03	Legal Relationships.....	45
Article 8 – Owner’s Responsibilities		47
8.01	Communications to Contractor	47
8.02	Replacement of Engineer.....	47
8.03	Furnish Data.....	47
8.04	Pay When Due	46
8.05	Lands and Easements; Reports and Tests.....	46
8.06	Insurance	46
8.07	Change Orders	46
8.08	Inspections, Tests, and Approvals	46
8.09	Limitations on Owner’s Responsibilities	48
8.10	Undisclosed Hazardous Environmental Condition.....	48
8.11	Evidence of Financial Arrangements	48
8.12	Compliance with Safety Program.....	497

Article 9 – Engineer’s Status During Construction	47
9.01 Owner’s Representative	47
9.02 Visits to Site	47
9.03 Project Representative	49
9.04 Authorized Variations in Work	48
9.05 Rejecting Defective Work	48
9.06 Shop Drawings, Change Orders and Payments.....	48
9.07 Determinations for Unit Price Work	50
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work.....	49
9.09 Limitations on Engineer’s Authority and Responsibilities	49
9.10 Compliance with Safety Program.....	50
Article 10 – Changes in the Work; Claims	50
10.01 Authorized Changes in the Work	50
10.02 Unauthorized Changes in the Work	52
10.03 Execution of Change Orders.....	52
10.04 Notification to Surety.....	51
10.05 Claims	51
Article 11 – Cost of the Work; Allowances; Unit Price Work.....	52
11.01 Cost of the Work.....	52
11.02 Allowances.....	55
11.03 Unit Price Work.....	58
Article 12 – Change of Contract Price; Change of Contract Times	56
12.01 Change of Contract Price.....	56
12.02 Change of Contract Times	60
12.03 Delays.....	58
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work.....	59
13.01 Notice of Defects	59
13.02 Access to Work.....	59
13.03 Tests and Inspections	59
13.04 Uncovering Work	60
13.05 Owner May Stop the Work.....	60
13.06 Correction or Removal of Defective Work.....	61
13.07 Correction Period.....	61
13.08 Acceptance of Defective Work.....	62
13.09 Owner May Correct Defective Work	62
Article 14 – Payments to Contractor and Completion.....	63
14.01 Schedule of Values	63
14.02 Progress Payments	63
14.03 Contractor’s Warranty of Title	66
14.04 Substantial Completion.....	66

14.05 Partial Utilization	67
14.06 Final Inspection.....	68
14.07 Final Payment	68
14.08 Final Completion Delayed.....	69
14.09 Waiver of Claims	69
Article 15 – Suspension of Work and Termination	70
15.01 Owner May Suspend Work	70
15.02 Owner May Terminate for Cause	70
15.03 Owner May Terminate For Convenience	71
15.04 Contractor May Stop Work or Terminate	72
Article 16 – Dispute Resolution	72
16.01 Methods and Procedures.....	72
Article 17 – Miscellaneous	73
17.01 Giving Notice.....	73
17.02 Computation of Times	73
17.03 Cumulative Remedies.....	73
17.04 Survival of Obligations.....	74
17.05 Controlling Law	74
17.06 Headings.....	74

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. Agreement—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Asbestos—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. Bid—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. Bidder—The individual or entity who submits a Bid directly to Owner.
 7. Bidding Documents—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. Change Order—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
11. Contract—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
12. Contract Documents—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. Contract Price—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. Contract Times—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. Contractor—The individual or entity with whom Owner has entered into the Agreement.
16. Cost of the Work—See Paragraph 11.01 for definition.
17. Drawings—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. 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 and delivered by the last of the two parties to sign and deliver.
19. Engineer—The individual or entity named as such in the Agreement.
20. Field Order—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. General Requirements—Sections of Division 1 of the Specifications.

22. Hazardous Environmental Condition—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. Hazardous Waste—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. Laws and Regulations; Laws or Regulations—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. Liens—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. Milestone—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. Notice of Award—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. Notice to Proceed—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. Owner—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. PCBs—Polychlorinated biphenyls.
31. Petroleum—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. Project—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. Project Manual—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. Radioactive Material—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. Resident Project Representative—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. Specifications—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and

“substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

45. Successful Bidder—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. Supplementary Conditions—That part of the Contract Documents which amends or supplements these General Conditions.
47. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. Unit Price Work—Work to be paid for on the basis of unit prices.
50. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. Work Change Directive—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. Day:
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. Defective:
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. Does not conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).
- E. Furnish, Install, Perform, And Provide:
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. A preliminary Schedule of Submittals; and
 3. A preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for

sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefore.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. 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 labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or

authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies:

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. The provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. The provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - 1. A Field Order;
 - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 - 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 - 1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 - 2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the

receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers,

directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

- A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
 1. Is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
 2. Is of such a nature as to require a change in the Contract Documents; or
 3. Differs materially from that shown or indicated in the Contract Documents; or
 4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;
 5. Then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.
- B. Engineer's Review: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.
- C. Possible Price and Times Adjustments:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefore as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. Reviewing and checking all such information and data;
 - b. Locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. Coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. Not Shown or Indicated:
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 - 2. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 - 3. Any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition,

- Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and

against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverage so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- E. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- F. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. By any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. By any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from; and
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. With respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. Include at least the specific coverage and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. Include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued

(and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. Remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. Include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. Be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall advise Contractor in writing whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees there under. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. Loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds or insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent

by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, 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 the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish

satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or-Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. “Or-Equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that:
 - 1) It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) It has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) There will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) It will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. Substitute Items:
- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
 - c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) Shall certify that the proposed substitute item will:
 - a) Perform adequately the functions and achieve the results called for by the general design,
 - b) Be similar in substance to that specified, and
 - c) Be suited to the same use as that specified;
 - 2) Will state:

- a) The extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) Whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) Whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) Will identify:
 - a) All variations of the proposed substitute item from that specified, and
 - b) Available engineering, sales, maintenance, repair, and replacement services; and
 - 4) Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. Shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. 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.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. 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 if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment

of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such 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, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. **Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. **Loading Structures:** Contractor shall not load nor 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 stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other 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.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.
 - 1. Shop Drawings:
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 - 2. Samples:
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended, and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident

thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Engineer;
2. Recommendation by Engineer or payment by Owner of any progress or final payment;
3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. Use or occupancy of the Work or any part thereof by Owner;
5. Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. Any inspection, test, or approval by others; or
7. Any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A 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 such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. The preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. Written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. The individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and
 3. The extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the

responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. 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 Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the 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 decision thereon will be final and binding (except as modified by Engineer to reflect changed factual

conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. Changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. **Engineer's Decision Required:** All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. **Notice:** Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit

any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. **Engineer's Action:** Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. Deny the Claim in whole or in part;
 - 2. Approve the Claim; or
 - 3. Notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. ***Costs Included:*** The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of

their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of

transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the 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. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor are required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the 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, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances:
1. Contractor agrees that:
 - a. The cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. Contingency Allowance:
 - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. The quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. There is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the

Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. For costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. No fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. When both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 1. For inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. As otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. 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.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. Repair such defective land or areas; or
 2. Correct such defective Work; or
 3. If the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
 - C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
 - D. Where defective Work (and damage to other Work resulting there from) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
 - E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner 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 Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. The Work has progressed to the point indicated;
 - b. The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests

called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

- c. The conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. Inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. There may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. To supervise, direct, or control the Work, or
 - b. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. For Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. To make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. To determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. The Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. The Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. There are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay

Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. 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 Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, 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 therefore.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform

Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, 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 Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the

Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. Consent of the surety, if any, to final payment;
 - c. A list of all Claims against Owner that Contractor believes are unsettled; and
 - d. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under

the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment 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 for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. A waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefore as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 - 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor's repeated disregard of the authority of Engineer; or
 - 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. 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);
 - 2. Incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. Complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. Reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. Agrees with the other party to submit the Claim to another dispute resolution process; or
3. Gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph 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.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and

acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END OF SECTION

**SECTION 00 70 50
RELEASE OF ALL CLAIMS**

STATE OF _____

COUNTY OF _____

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the sum of: _____

Dollars (\$ _____) set out in the accompanying Estimate Statement No. _____

Final, the receipt of which is hereby acknowledged, is accepted as full and complete payment for all work done, materials furnished, and damages or claims arising under the City of Holly Hill Contract entitled _____.

WITNESSES:

Contractor

Title: _____

(SEAL)

Taken, sworn, and subscribed to before me this _____ day of _____, 20____.

Notary Public Signature

Notary Public (Print or Type)

(SEAL)

My commission Expires: _____

END OF SECTION

SECTION 00 80 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (NSPE/ACEC Document No. C-700, 2007 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A.44 Delete the definition of *Substantial Completion* and insert the following in its place:

44. *Substantial Completion* - The Work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents and that all conditions precedent to Substantial Completion have been met in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Add the following definitions at the end of Article 1 - definitions of the Standard General Conditions of the Constitutions Contracts:

- SC-1.01.A.52 Compensable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by the OWNER.
- SC-1.01.A.53 Correction Period - The time during which the CONTRACTOR must correct defective Work or remove defective Work from the site and replace it with non-defective Work, all at no cost to the OWNER, pursuant to paragraph 13.07 of the General Conditions, as supplemented.
- SC-1.01A.54 Final Completion - The date upon which final payment is due to be paid by OWNER to CONTRACTOR.
- SC-1.01A.55 Excusable Delay - Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of interveners, acts of the government, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes. Labor disputes and above average rainfall shall give rise only to Inexcusable Delays.
- SC-1.01A.56 Float or Slack Time - The time available in the progress schedule during which an unexpected activity can be completed without delaying the Substantial Completion of the Work.

- SC-1.01A.57 Initiation of Operation - The date when the OWNER actually begins to use the entire Work for the purposes for which it was planned, designed and built, thus commences the Correction Period. The OWNER shall not be deemed to have accepted the Work until Initiation of Operation.
- SC-1.01A.58 Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may be issued after the Effective Date of the Agreement.
- SC-1.01A.59 Inexcusable Delay - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, (ii) by weather conditions (other than hurricanes and tornadoes) or (iii) labor disputes.
- SC-1.01A.60 Non-prejudicial Delay - Any delay impacting a portion of the Work within the available total Float or Slack Time, as that term is used in Section 01310: Progress Schedules, and not necessarily preventing completion of the Work within the Contract Time.
- SC-1.01A.61 Prejudicial Delay - Any Excusable or Compensable Delay impacting the Work and exceeding the total Float Time available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- SC-1.01A.62 Preoperational Testing (Check-Out-Testing) - All field inspections, installation checks, water tests, performance tests, and necessary corrections required of the CONTRACTOR as a condition or conditions to achieving Substantial Completion to demonstrate to the OWNER and ENGINEER that individual components of the Work have been properly constructed and operate in accordance with the Contract Documents for their intended purposes.
- SC-1.01A.63 Start-Up Testing (Demonstration Testing) - A predefined trial period required as a condition to Initiation of Operation during which CONTRACTOR is to operate the entire Work (or any part thereof agreed to by the OWNER) under actual and simulated operating conditions for the purpose (i) of making such minor adjustments and changes to the Work as may be necessary for the Work to comply with the Contract Documents and (ii) of complying with the final test requirements in the Contract Documents."
- SC-2.02 Modify paragraph 2.02A of the General Conditions:
- A. After the Agreement has been executed, the Engineer will furnish the CONTRACTOR five (5) complete sets of Contract Documents.
- SC-2.03 Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place.

- A. A "Notice to Proceed" may be given to the Contractor at any time after the Effective date of the Agreement. The Contract Time will commence to run on the day indicated in the Notice to Proceed. In no event will the Contract Time commence to run later than the sixtieth (60th) day after the Effective Date of the Agreement.

SC-2.05 Add the following immediately after subparagraph 2.05A.3 of the Standard General Conditions:

4. The submittals required in subparagraphs 1, 2 and 3 shall be as specified in Section 01310, 01340 and 01370, respectively.

SC-3.01 Add the following immediately after paragraph 3.01C of the Standard General Conditions:

- D. When measurements are affected by conditions already established or where items are to be fitted into construction conditions, it shall be the CONTRACTOR's responsibility to verify all such dimensions at the site and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

- E. The CONTRACTOR shall carefully study and compare all Drawings, Specifications and other instructions; shall test all figures on the Drawings before laying out the Work; shall notify the ENGINEER of all errors, inconsistencies, or omissions which he may discover; and obtain specific instructions before proceeding with the Work. The CONTRACTOR shall not take advantage of any apparent error or omissions which may be found in the Drawings or Specifications, and the ENGINEER shall be entitled to make such corrections therein and interpretations thereof as may be deemed necessary for the fulfillment of their intent. The CONTRACTOR shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct, at its own expense, all Work improperly constructed through failure to notify the ENGINEER and request specific instructions.

SC-4.03 Change the first sentence "Contractor shall promptly". Add "The CONTRACTOR shall, within three (3) days, after becoming aware thereof..."

SC-4.06 Add a new paragraph immediately after paragraph 4.06 I. of the Standard General Conditions which is to read as following:

- J. No claim of the CONTRACTOR under paragraphs 4.02, 4.04 and 4.06 shall be allowed unless, (1) the CONTRACTOR has given the notice required in sub-paragraph 4.06D, and (2) within thirty (30) days (but before final payment) after the CONTRACTOR has given written notice, the CONTRACTOR submits to the OWNER a detailed claim setting forth the

CONTRACTOR's right to an increase in the Contract Price or extension of the Contract Time as provided in Articles 11 and 12 of the Standard General Conditions.

SC-5.01 Add a new paragraph immediately after paragraph 5.01 B. Of the Standard General Conditions which is to read as follows:

1. The following requirements shall be met by all surety companies furnishing bid, performance, payment or other type of Bonds:
 - a. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York, 10038.

All Surety Companies are subject to approval and may be rejected by the OWNER without cause.

2. Limitations: Bonding limits or bonding capacity refers to the limit or amount of Bond acceptable on any one (1) risk.
 - a. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
3. Requirements:
 - a. Policyholders surplus is required to be five (5) times the amount of any one bond.
 - b. The Agent countersigning the bond shall be resident in the County where the Project is located and/or other counties that are acceptable to the OWNER.

SC-5.01 Add a new paragraph immediately after paragraph 5.01C of the Standard General Conditions which read as follows:

- D. Contractor shall pay Owner all losses, damages, expenses, costs, and attorney's fees, including but not limited to any appellate proceedings, which the Owner sustains because of default by the Contractor under the contract.

SC-5.04A In the case of a conflict between paragraph 5.04A of Section 00700 and one or more of the provisions of Section 00800A, the provisions of 00800A shall prevail.

SC-5.05A Delete paragraph 5.05A of the Standard General Conditions in its entirety.

SC-5.06A Delete paragraph 5.06 of the Standard General Conditions in its entirety and insert the following in its place:

- A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils; fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, hurricanes, flood, tornadoes, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions.
 3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location provided that such materials and equipment are to be included in an Application for Payment.
 5. Allow for partial utilization of the Work by Owner;
 6. Include testing and startup; and
 7. Be maintained in effect until the later of the two; Initiation of Operation or Final Completion, unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty (30) days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.06 shall comply with the requirements of Section 00800A.

- SC-5.06B Delete paragraph 5.06B of the Standard General Conditions in its entirety.
- SC-5.06D Delete paragraph 5.06D of the Standard General Conditions in its entirety.
- SC-5.06E Delete paragraph 5.06E of the Standard General Conditions in its entirety.
- SC-5.07 Delete paragraph 5.07 of the Standard General Conditions in its entirety.
- SC-5.10 Delete paragraph 5.10 of the Standard General Conditions in its entirety and insert the following in its place:
- A. The CONTRACTOR shall maintain all insurance as required in Paragraph 5.06A for the Work and allow OWNER to occupy or use a portion or portions of the Work prior to Substantial Completion. CONTRACTOR shall make appropriate provisions with insurers providing the proper endorsements, if required. The property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.
- SC-6.01 Add the following sub-paragraphs immediately after paragraph 6.01B of the Standard General Conditions which are to read as follow:
- C. The Owner reserves the right to review and approve the resident superintendent.
- SC-6.02 Add the following sub-paragraphs immediately after paragraph 6.02B of the Standard General Conditions which are to read as follow:
- C. Maintenance work may be performed during hours other than regular working hours. Regular working hours are defined as daylight hours between one-half hours after sunrise to one-half hour before sunset but not more than eight (8) hours per day at 5 days per week or ten (10) hours per day at 4 days per week totaling forty (40) hours per week during weekdays. Requests to Work during other regular working hours must be submitted to the OWNER at least seventy-two (72) hours in advance of the period proposed for such irregular working hours and shall set forth the proposed schedule for such hours to give the OWNER ample time to arrange for its personnel to be at the site of the Work.
- D. The OWNER will pay for charges of ENGINEER and construction observation performed during regular working hours. The CONTRACTOR shall pay for additional engineering and construction observations charges required during irregular hours which may be authorized under the provisions of paragraph SC-6.02C. The rate paid to the OWNER by the CONTRACTOR for additional engineering and construction observation changes shall be in accordance with the existing Contract between the OWNER and ENGINEER.

- E. The CONTRACTOR shall also pay for the costs of additional engineering charges and construction observation required during the correction of defective Work. Such additional costs incurred during irregular working hours and during the correction of defective Work, shall be a subsidiary obligation of the CONTRACTOR and no extra payment shall be made by the OWNER on account of such Work.

SC-6.06 Delete paragraphs 6.06A and 6.06B of the Standard General Conditions and insert the following in its place:

- A. The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER may have reasonable objection and shall not be required to employ as a Subcontractor, Supplier or any person or organization against whom the CONTRACTOR has reasonable objection. A Subcontractor, Supplier or other person or organization identified in the CONTRACTOR's Bid and not objected to in writing by OWNER prior to the execution of the Agreement will be deemed acceptable to OWNER. All other Subcontractors shall be deemed to have been accepted if the OWNER delivers no written objection thereto within forty-five (45) days after CONTRACTOR's written identification of such Subcontractors.
- B. However, if the OWNER has reasonable objection to any Subcontractor identified in the Bid or subsequently, the CONTRACTOR shall submit an acceptable substitute without entitlement to any change in Contract Price. If the OWNER demands the substitution of a Subcontractor at any time without having reasonable objection to such Subcontractor, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order or Written Amendment) for the difference in cost occasioned by such substitution. After acceptance by the OWNER, the CONTRACTOR shall make no substitution without written approval of the OWNER, which may be granted or withheld at OWNER's sole discretion. No acceptance by the OWNER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the OWNER to reject defective work.

SC-6.08 Add the following to the end of paragraph 6.08 in the Standard General Conditions:

- B. "The OWNER, prior to the advertisement of the Project, has applied for or has secured permits and/or licenses for the Project as described in "Location, Scope and Special Requirements."

SC-6.11 Add new sub-paragraphs immediately after paragraph 6.11A.3 of the Standard General Conditions which are to read as follows:

- A. Use of OWNER's property by the CONTRACTOR for storage of materials and equipment will be negotiated.
- B. Use of the OWNER's existing washrooms, lavatories, sanitary facilities or plumbing fixtures by the CONTRACTOR or any of its employees or Subcontractors will not be permitted.

SC-6.13 Add the following at the end of Paragraph A:

The Engineer is not responsible for the safety of any person on the jobsite other than the Engineer's own employees. The Contractor is responsible for construction means, methods, sequences, testing, techniques and procedures necessary for performing, superintending or coordinating all portions of the work in accordance with the contract documents and any health or safety precautions required by the contract documents and/or any regulatory agencies. The Engineer has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Engineer does not have the authority to stop the work of any construction contractor. The Owner agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner agrees that the Engineer shall be entitled to indemnification from the Contractor for any loss incurred by the Engineer arising out of any claim brought by any person or personal injuries sustained on the jobsite and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Engineer shall be made an additional insured under the Contractor's general liability insurance policy for personal injuries to any person sustained on the jobsite.

SC-6.13 The CONTRACTOR's obligations under paragraph 6.13 of the Standard General Conditions shall continue after the date of Substantial Completion until the Initiation of Operation.

Add the following paragraph after paragraph 6.13F of the Standard General Conditions:

- G. "The CONTRACTOR shall be completely responsible for any tanks, wet wells or similar structures that may become buoyant during the construction and modification operations due to the ground water or floods and before the structure is put into operation. If there is any possibility of buoyancy of a structure, the CONTRACTOR shall take the necessary steps to prevent its buoyancy either by increasing the structures weight, by filling it with approved material or other acceptable methods. The proposed final structures have been designed against buoyancy; however, during various construction stages, methods employed by the CONTRACTOR and other conditions which may affect the buoyancy, the CONTRACTOR shall take the necessary precautions against buoyancy. Damage to any structures due to floating or

flooding shall be repaired or the structures replaced at the CONTRACTOR's expense."

SC-6.17 Add the following paragraph after 6.17D.3 in the Standard General Conditions:

4. Shop Drawings and other submittal data shall be reviewed by the ENGINEER for each original submittal and first resubmittal; thereafter, the CONTRACTOR shall reimburse OWNER for services rendered by ENGINEER for review time of subsequent resubmittals.

SC-6.19 Add the following after paragraph 6.19C.

- D. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Agreement are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Agreement conform to the standards required by this Contract.

The Contractor further warrants that the Contractor has title to the supplies provided, in that the supplies are free and clear of all liens encumbrances, and other security interests. All warranties made in this Agreement, together with service warranties and guarantees, shall run to the City and its successors and assigns.

- E. Additional Warranties – Contractor further expressly warrants the manufacturer must provide a one (1) year Warranty on equipment. This shall cover 100% of all component failures due to defects in workmanship or repeated use. Routine maintenance is not included. Warranty claims shall be handled by manufacturer or distributor. This is a minimum acceptable warranty. Warranty will be considered in bid award.

SC-6.20A In the event of a conflict between this paragraph and other provisions of the Contract Documents, this paragraph shall control.

SC-6.20B Delete paragraph 6.20B of the Standard General Conditions in its entirety and insert the following in its place:

- B. The Contractor agrees not to bring any claim, suite, action or other legal proceeding against the engineer and its consultants that may arise out of or in connection with the Work or this agreement. The Engineer and its consultants are intended third-party beneficiaries of this covenant not to sue, and are entitled to enforce this covenant in law or in equity.

SC-7.02 Delete paragraph 7.02 of the Standard General Conditions in its entirety and insert the following in its place:

7.02 A. The parties expressly acknowledge that the Work to be done contractors.

1. The CONTRACTOR shall cooperate with all other contractors who may be performing Work on behalf of the OWNER in the vicinity of the Work to be done under this contract, and he shall conduct his operation as to interfere to the least possible extent with the Work of such contractor.
2. The CONTRACTOR shall promptly make good, at its own expense, any injury or damage that may be caused by it to other contractors, employees or subcontractors or suppliers thereof.
3. Any difference or conflict which may arise between the CONTRACTOR and other contractors in regard to their respective Work shall be adjusted and determined by the OWNER.
4. If the Work is delayed because of any acts of omissions of any other contractor, the CONTRACTOR shall have no claim against the OWNER on that account.

SC-8.06 Delete paragraph 8.06 of the Standard General Conditions in its entirety.

SC-9.08 Delete paragraphs 9.08A-C in their entirety and insert the following:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty (60) days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER

within thirty (30) days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty (60) days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

- SC-9.08 Re-letter paragraph 9.08D as 9.08B.
- SC-9.08 Add the following sentences to the end of paragraph 9.08B of the Standard General Conditions:
- "No action, either at law or at equity, shall be brought in connection with any such claim, dispute or other matter later than thirty (30) days after the date on which the ENGINEER has rendered such written decision in respect thereof. Failure to bring an action within said thirty (30) day period shall result in ENGINEER's decision being final and binding upon the OWNER and the CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations."
- SC-9.09 Delete paragraph 9.09 of the Standard General Conditions in its entirety.
- SC-10.01 Delete paragraph 10.01 A of the Standard General Conditions in its entirety and insert the following in its place:
- A. Without invalidating the Agreement, and without notice to any Surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. The CONTRACTOR shall not proceed with any Change Order until the OWNER and Engineer have signed and delivered to the CONTRACTOR the written Change Order. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- SC-12.02 Delete paragraphs 12.02A and 12.02B of the Standard General Conditions in its entirety and insert the following in its place:
- A. The Contract Time may be changed only by a Change Order or a Written Amendment. Any claim for an extension or shortening in the Contract Time shall be based on written notice delivered to the OWNER and ENGINEER within fifteen (15) days from detection or the beginning of any event or

circumstance giving rise to an Excusable or Compensable Delay and setting forth the general nature of the cause of delay. Within thirty (30) days of any such detection or beginning of event, the CONTRACTOR shall provide the analysis and documentation required to ascertain the facts, as specified in Section 01310: Progress Schedules and shall provide a written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph, or if asserted after final payment, as defined in paragraph 14.07 of the Standard General Conditions.

- B. No forfeiture due to delay shall be made because of any Excusable and Prejudicial Delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any change in Contract Price. The sole remedy of the CONTRACTOR shall be an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Progress Schedules.
- C. No forfeiture due to delay shall be made because of any Compensable and Prejudicial Delays in the completion of the Work or a specified part thereof. Any such delays will entitle the CONTRACTOR solely to an extension of the Contract Time pursuant to this Article and the provisions of Section 01310: Construction Progress Schedules, of the General Requirements.
- D. No extensions of Contract Time or increases in Contract Price shall be granted for Non-prejudicial Delays of any type or for Inexcusable Delays, unless otherwise agreed to by the OWNER at his sole discretion.

SC-12.06 Paragraph 12.06B is hereby revised to provide equitable adjustment in contract time only; not contract price.

SC-13.03 Delete Paragraph 13.03B and sub-paragraphs 1, 2 and 3 in their entirety and insert the following:

- B. Payment of testing and laboratory services is specified in Section 01410; Testing and Laboratory Services for inspections and tests required by the Contract Documents. CONTRACTOR shall pay for inspections, tests or approvals covered by paragraph 13.03C. Costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04B shall be paid as provided in said paragraph 13.04B.

SC-13.04 Amend paragraph 13.04C of the Standard General Conditions to read as follows:

“...replacement of Work of others), and any additional expenses experienced by OWNER due to delays to other contractors, an appropriate deductive Change Order

shall be issued. The CONTRACTOR shall further bear the responsibility for maintaining the schedule and will be excluded from a time extension and the recovery of delay damages due to the uncovering. If, the parties..."

SC-13.06 Add the following new paragraph immediately after paragraph 13.06B of the Standard General Conditions:

- C. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. The CONTRACTOR shall not be entitled to an extension of Contract Time for correcting or removing defective Work.

SC-13.07 Add the following new sub-paragraph immediately after sub-paragraph 13.07A.4:

- 5. When deemed necessary by OWNER, CONTRACTOR shall furnish and install at no cost to OWNER, such temporary equipment and material necessary to maintain functionality of the Work while defective Work is being corrected or replaced.

Add the following new paragraphs immediately after paragraph 13.07E:

- F. Subject to adjustments as described in sub-paragraph 13.07G, the period during which the CONTRACTOR must correct defective Work or remove it from the site and replace it with non-defective Work, all at no cost to the OWNER (the "Correction Period"), shall be no more than one (1) year. If the date of Substantial Completion is not the same date as Initiation of Operation, such Correction Period shall commence upon Initiation of Operation, not upon the date of Substantial Completion. In such cases, the time between Substantial Completion and Initiation of Operation shall not exceed one hundred (100) days.
- G. No later than thirty (30) days before Initiation of Operation the OWNER shall notify the CONTRACTOR in writing of the date upon which Initiation of Operation is expected to occur, and the CONTRACTOR shall ensure that the Work is ready in its entirety by such date for use by the OWNER as contemplated in the Contract Documents.
- H. From the date of Substantial Completion until Initiation of Operation, the CONTRACTOR shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. The CONTRACTOR shall rebuild, repair, restore, and make good at no cost to the OWNER, all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall, at no expense to the OWNER, provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension of the Contract Time for any cause shall

not relieve the CONTRACTOR of its responsibility for the Work as herein specified. The CONTRACTOR's responsibilities under this paragraph 13.07 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

- I. At the OWNER's sole option, the Correction Period may be extended or shortened. The Contract Price shall be adjusted accordingly as provided in paragraphs 11 and 12 of the Standard General Conditions.

SC-14.02.A.1 Add the following sentence to end of paragraph 14.02 A.1:

Payment to Contractor for stored materials shall be the Owner's option and at the Owner's sole discretion.

SC-14.02 Add the new sub-paragraph immediately after sub-paragraph 14.02A.3:

4. Each monthly Application for Payment shall incorporate the corresponding "Monthly Progress Status Report" prepared per the requirements of Section 01310: Progress Schedules.

SC-14.02.C.1 This section is hereby deleted. The requirements of Florida Statute 218.735(a) of the Florida Prompt Payment Act shall apply.

SC-14.04.A Delete paragraph 14.04.A in its entirety and insert the following in its place:

- A. After all requirements of Section 01700: Contract Closeout have been met with respect to Substantial Completion, and when the CONTRACTOR considers the entire Work ready for its intended use, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion.

SC-15.01 Add a new subparagraph immediately after paragraph 15.01A of the Standard General Conditions to read as follows:

1. Notwithstanding this paragraph 15.01A, if the OWNER stops Work under paragraph 13.05 or suspends the CONTRACTOR's services under paragraph 13.09 of the Standard General Conditions, or suspends the Work or any portion thereof because of the CONTRACTOR's failure to prosecute the Work without endangering persons and property, the CONTRACTOR shall not be entitled to an extension of Contract Time or increase in Contract Price.

SC-16 Delete Article 16 and all other references to "Dispute Resolution Agreement" in the Standard General Conditions. Disputes between OWNER and CONTRACTOR shall be arbitrated only if and to the extent agreed to by the parties at the time each dispute

arises. The CONTRACTOR shall carry on the Work and maintain the progress schedule during any dispute, regardless of how resolved, unless otherwise mutually agreed in writing. Venue for any litigation, at law or equity or arbitration, shall lie exclusively in the place of Volusia County, Florida. This Contract, or any provision hereof, shall be construed and interpreted, and any litigation arising there from, shall be governed by the laws of the State of Florida.

SC-17.06 Add the following paragraph immediately after paragraph 17.05 of the General Conditions which are to read as follows:

17.06 The form of all submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the ENGINEER. The forms for Notice to Proceed, Notice of Award and others, which the ENGINEER may use, are contained in the subsequent pages of these Supplementary Conditions.

END OF SECTION

SECTION 00 80 00A

**CONTRACTORS STANDARD INSURANCE REQUIREMENTS
AND INDEMNIFICATION CLAUSE****I. INSURANCE**

- A. Prior to commencing work, the Contractor shall provide at his own cost and expense insurance to the City of HOLLY HILL as required below. The insurance companies must be licensed in the State of Florida and be rated by A.M. Best as A: Class X or better. The required insurance shall be evidenced by certificates and/or policies as determined by the City. All policies and certificates of insurance shall be approved by the City prior to inception of any work.
- B. It is required that each Certificate of Insurance and/or policy must give 30 days prior written notice of cancellation, non-renewal or adverse change to the City of HOLLY HILL Finance Department by registered mail, return receipt requested. All such notices shall name the Contractor and identify the contract number.
- C. The "City of HOLLY HILL," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.
- D. The "Contractor," wherever used, shall be defined to include the Contractor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.
- E. If at any time any of the required policies shall be or shall become unsatisfactory to the City as to form or substance, or if the insurance company becomes unsatisfactory to the City, the Contractor shall, upon written notice to that effect from the City, promptly obtain a new policy, submit the policy to the City for approval, and submit the Certificate of Insurance, as previously required.

If at any time the Contractor shall fail to furnish and/or maintain the required insurance, this contract may be declared suspended, discontinued or terminated, at the discretion of the City. Failure of the Contractor to take out and/or maintain any of the required insurances shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- F. The Contractor is required to provide new Certificates of Insurance to the City at least 20 days prior to the coverage renewal dates. If any of the insurance requirements are not complied with at their renewal dates, the City may at their option, (1) withhold payments to the Contractor until those requirements have been met or, (2) pay the renewal premium and withhold such payments from any monies due the Contractor.
- G. In the event of any claims having been filed due to any operation under this contract that are in excess of the insured amounts, the excess amount of such claim, or any portion thereof, may be withheld from payments due the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of HOLLY HILL

- H. The Contractor shall provide the following insurance on forms no more restrictive than the latest edition of those filed by the Insurance Services Office, and name the "City of HOLLY HILL" (as defined in "C" above) as an Insured to the extent of the City's interests.

II. LIABILITY INSURANCE

- A. WORKERS' COMPENSATION - STATUTORY - in compliance with the Workers' Compensation law of the State of Florida including employers liability coverage of at least \$100,000. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Acts and Jones Act.

- B. COMMERCIAL GENERAL LIABILITY - with minimum limits of:

\$2,000,000	General Aggregate
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal and Advertisement Injury
\$1,000,000	Each Occurrence
\$ 100,000	Fire Damage

- C. BUSINESS AUTOMOBILE LIABILITY - with minimum limits of \$1,000,000 per occurrence combined single limit. This insurance shall include for bodily injury and property damages the following coverage's:

- (1) Owned Automobiles
- (2) Hired Automobiles
- (3) Non-owned Automobiles
- (4) Employee Non-ownership

NOTE! The required limits of liability for the above policies may include umbrella insurance with the umbrella policy making up the difference between the policy limits of the underlying policies and the total amount of coverage required. Such Umbrella Liability insurance shall be a "follow form" and be at least as broad as the underlying policies.

III. PROPERTY INSURANCE

When this contract includes construction of and/or additions to above-ground buildings or structures, Builder's Risk and/or Installation Floater policies must be provided as follows:

- A. BUILDER'S RISK - "All risk" form in the amount of 100% of the completed value of such addition, building or structure to include personal property of others in the care, custody or control of the Contractor, and shall include a flat-premium endorsement.

- (1) Maximum Deductible - \$5,000 each claim

- (2) Certified Copy of the policy must be provided to the City prior to the commencement of work.
 - (3) Waiver of Occupancy Clause or Warranty - to provide that the Builder's Risk coverage will continue to apply until final acceptance by the City of the building or addition, regardless of any prior occupancy.
 - (4) Flood Insurance must be provided when buildings or structures are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the City and be in the amount of the total insurable value of such building or structure, or the maximum amount of flood insurance coverage available under the National Flood program, whichever is the lesser.
 - (5) For additions or repairs of existing buildings or structures, the "Builder's Risk Completed Form" covering the Contractor's interest in improvements, repairs, additions, or alterations to completed buildings, shall be included.
 - (6) Bridges, Viaducts or similar structures - the "Bridge Builders Risk Form" - "All risk" contract with the flat-premium endorsement should be utilized.
- B. **INSTALLATION FLOATER** - when the contract is for the installation of machinery and/or equipment into an existing structure, but does not contemplate construction of or addition to the structure itself.
- (1) "All Risk" coverage to include transit and installation.
 - (2) Amount of Insurance - 100% of installed replacement cost value
 - (3) Maximum Deductible - \$5,000 each claim.
 - (4) Cessation of Insurance - Coverage is to continue in force until final acceptance by the City.
 - (5) Certified Copy of the policy must be provided to the City prior to commencement of work.
 - (6) Flood Insurance - must be provided when machinery or equipment are located within an identified special flood hazard area. The Flood Insurance must protect the interest of the city and be in the amount of the total insurable value of such machinery or equipment.

IV. **CERTIFICATE OF INSURANCE CLAUSES**

All policies and Certificates of Insurance of the Contractor shall contain the following clauses and agreements:

- A. Insurers shall have no right of recovery or subrogation against the City of HOLLY HILL (as defined in "C" above), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- B. The clause "other insurance" in a policy in which the City of HOLLY HILL is named as an Insured shall not apply to the City of HOLLY HILL.
- C. The insurance companies issuing the policies shall have no recourse against the City of HOLLY HILL (as defined in "C" above) for payment of any premiums or for assessments under any policy for insurance.
- D. The contractor's insurer shall be requested to include a breach of warranty clause to prevent nullification of insurance because the Contractor breaches a condition of the policy.
- E. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
- F. Any loss payable under the Property Insurance, if any, is to be adjusted with and made payable to the City of HOLLY HILL, as their interest may appear.

V. CITY INDEMNIFICATION

The following Indemnification Agreement shall be a provision of this contract and also shall be endorsed onto or attached to the insurance policy and Certificate of Insurance:

"The Contractor agrees to protect, defend and pay on behalf of, and hold the City of HOLLY HILL and its elected officials, officers, employees, volunteers, representatives, agents and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the City of HOLLY HILL's sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the Owner and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or a limitation of liability the City may have under the doctrine of sovereign immunity or Chapter 768.28, Fla. Stat. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

VI. ENGINEER INDEMNIFICATION

"The Contractor agrees to protect, defend and pay on behalf of, and hold the ENGINEER and its officers, employees, and affiliates free and harmless from and against all claims for personal or bodily injury or death, or property damage or destruction of tangible property including loss of use thereof, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses of every kind and character in connection with and arising directly or indirectly out of this agreement and/or performance thereof, unless such claims are a result of the ENGINEER'S sole negligence. This indemnification clause includes claims made by the employees and subcontractors of the Contractor against the ENGINEER. This indemnification provision shall survive the completion of the project and shall be in full force and effect beyond the completion of the project or the termination of this contract.

The Contractor shall be responsible for such requirements through the date of final acceptance of the project by the City. With regard to the Contractor's indemnification obligation for products

and completed operations, the Contractor shall be responsible for a minimum period of at least one year subsequent to the City's acceptance of the product or completed operation."

- VII.** The following Insurance Requirement Checklist shall be adhered to in its entirety. The coverage limits and language as indicated on the following checklist shall be reflected on the Contractor's Certificate of Insurance.
- VIII.** A Wavier of Subrogation shall be provided to the City.
- IX.** The Contractor' insurance carrier shall submit a letter showing authorization that the company is registered by the State of Florida Department of Insurance

Revised September 2005

**CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA**

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u>	Minimum Limits Required	
<u> X </u>	Commercial General Liability	\$ <u>2,000,000</u>	General Aggregate
<u> X </u>	Occurrence Form	\$ <u>1,000,000</u>	Product/Completed Operations Agg.
___	_____	\$ <u>1,000,000</u>	Personal & Advertising Injury
___	_____	\$ <u>1,000,000</u>	Each Occurrence
___	_____	\$ <u>100,000</u>	Fire Damage Pump Stations
<u> X </u>	<u>Automobile Liability</u>		
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	Statutory	
		\$ <u>100,000</u>	Each Accident
		\$ <u>500,000</u>	Disease - Policy Limit
		\$ <u>100,000</u>	Disease - Each Employee
___	<u>Professional Liability - Errors & Omissions</u> (*To be completed by Bidder)		
	* Deductible: \$ _____	\$ _____	Aggregate
	* Claims Made (Y/N): _____	\$ _____	Each Claim
	*Occurrence (Y/N): _____		
	*Defense included in Limits (Y/N): _____		
___	<u>Builder's Risk/Installation Floater</u> (*To be completed by Bidder)		
	* Flood included \$ _____ Limit	\$ _____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included \$ _____ Limit		
	* Storage included \$ _____ Limit		
	City must be a named insured. Copy of policy will be required.		
___	<u>Other</u>		
	_____	\$ _____	
	_____	\$ _____	
<u> X </u>	The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.		
<u> X </u>	Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.		
<u> X </u>	Certificates must identify bid number and bid title.		
<u> X </u>	A Wavier of Subrogation shall be provided to the City		

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Attachment: HH117.1_US1 Median Landscape Specifications_08.21.17 (1820 : US1 Landscaping Project Recommendation of Award of Bid

**SECTION 00 81 50
SPECIAL CONDITIONS**

Period of Offer Validity:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

Contract Term / Completion Time:

The term of the contract shall be from the notice to proceed. Substantial completion will be 150 calendar days with final completion being 180 calendar days which includes maintenance.

Liquidated Damages for Failure to Complete the Work:

Applicable liquidated damages of \$1,584.00 will apply per calendar day.

Eligibility of Contractor:

To be eligible to respond to this ITB, the Contractor must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB. Please provide Form #850-070-09 (Experience in Landscaping) with your submittal.

REQUIRED DOCUMENTATION DURING CONSTRUCTION:

The awarded contractor will be required to submit the following standard Florida Department of Transportation (FDOT) forms during construction:

Form #700-010-08 – MOT Review Report

Form #700-011-10 – Landscape Monthly Inspection Form and Certification

Form #700-011-12 – Contractor Certification of Installation

Exhibit A – Special Provisions

1. E-Verify

Contractors and subcontractors performing work or providing services shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

2. Subletting or Assignments of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the City of Holly Hill.

3. Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the FDOT right-of-way must have Tier I Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page:

<http://www.dot.state.fl.us/emo/sched/train1.shtm>

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

4. Pre-qualification or Experienced Qualified Contractor

This project requires either an FDOT Pre-qualified contractor or an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects.

- (a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.
 - (1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.
 - (2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:
 - (i) Project name with a brief description that evaluates the landscape work performance.
 - (ii) Location of the project (city, state)
 - (iii) Professional substantiation of the contractor's skills, efficiency, and competence.

- (3) FDOT Prequalification in Landscaping can be substituted for the required work experience.

5. Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping. Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544

END OF SECTION

SECTION 00 84 00
CONTRACTOR REQUEST FOR INFORMATION (RFI)

PROJECT NAME: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS**

OWNER: _____

ENGINEER: _____ PROJECT NO. _____

CONTRACTOR: _____ PROJECT NO. _____

RFI NO. _____ SPEC. SECT. _____ DRAWING NO. _____

RFI SHORT TITLE: _____

QUESTION/ISSUE: _____

BY: _____ DATE: _____

REPLY: _____

BY: _____ DATE: _____

CC:

☐

CONTRACTOR

☐

FIELD (INSPECTOR)

☐

OWNER

☐

ARCHITECT

☐

OTHER: _____

END SECTION

Attachment: HH117.1_US1 Median Landscape Specifications_08.21.17 (1820 : US1 Landscaping Project Recommendation of Award of Bid

**SECTION 00 84 10
NOTICE OF AWARD FORM**

Date: _____

Contractor: _____

Project: **U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS
BID NO. 16CRA1**

Date of Bid Opening: _____

You are notified that your bid dated _____, 20____ for the above Contract has been considered and the OWNER, expects to award you a contract for:

_____.

(Indicated total Work, Alternates or Sections of Work Awarded)

The Contract Price of your contract is _____
Dollars (\$_____).

Five (5) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Award:

- ◆ Agreement Between Owner and Contractor
- ◆ Payment and Performance Bond
- ◆ Public Construction Bond
- ◆ Insurance Requirements
- ◆ Affidavit Regarding Workman's Compensation
- ◆ Certificate of Insurance for Workman's Compensation

You must comply with the following conditions to the awarded contract within ten (10) days of the date of the Notice of Award, which is by _____, 20____.

1. You must deliver to the OWNER five (5) fully executed counterparts of the Agreement.
2. You must deliver with the executed Agreement five (5) completed original documents with original signatures on the Payment and Material Payment Bond and Public Construction Bond in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Material Payment Bond and Public Construction Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement five (5) completed, with original signatures, Certificates and Endorsements of Insurance in the form specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you two (2) fully signed counterparts of the agreement with the Contract Documents attached.

OWNER'S REPRESENTATIVE:

(Authorized Signature)

(Title)

Date: _____

END OF SECTION

**SECTION 00 84 20
NOTICE TO PROCEED FORM**

Date: _____

Contractor: _____

Notice to Proceed on Project:

You are notified that the Contract Time under the above contract will commence to run on _____, 20____. On that date you are to start performing the Work and your other obligations under the Contract Documents. Based on the Contract Time stated in the Agreement, we calculate that the dates of substantial Completion and Final Completion are _____, 20____, and _____, 20____, respectively.

Work at the site must be started by _____, 20__ as indicated in the Contract Documents.

Enclosed is one (1) set of Drawings and one (1) bound copy of the Project Manual containing:

- Instruction to Bidders
- Bid Form
- Bid Bond
- Executed Agreement
- Payment and Performance Bond
- Public Construction Bond
- Certificates of Insurance
- General Conditions
- Supplementary Conditions
- Notice of Award
- Specifications
- Addenda Numbers ____ through ____

OWNER'S REPRESENTATIVE:

(Name/Title)

(Date)

END OF SECTION

SECTION 00 84 30
CHANGE ORDER FORM

PROJECT:

CHANGE ORDER NO. _____

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ _____	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: _____ Final Completion:
Net changes from previous Change Orders No. _____ to No. _____. \$ _____	Changes in contract time from previous Change Orders No. _____ to No. _____. _____ Days
Contract Price prior to this Change Order: \$ _____	Contract Completion Date prior to this Change Order: Final Completion:
Net Increase (decrease) of this Change Order: \$ _____	Changes in contract time requested this Change Order No. _____ _____ Days
Contract Price with all approved Change Orders: \$ _____	Contract Times with all approved Change Orders: Final Completion:

CHANGES ORDERED:

- I. GENERAL – This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

The change in price and/or delivery date described, is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of the modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

II. REQUIRED CHANGES:

III. JUSTIFICATION:

IV. PAYMENT:

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

(Engineer)

By: _____
Name Typed (Date)

(Authorized Signature)

ACCEPTED BY:

(Contractor)

By: _____
Name Typed (Date)

(Authorized Signature)

APPROVED BY:

Owner

By: _____
Name Typed (Date)

(Authorized Signature)

END OF SECTION

SECTION 00 84 40

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. _____ Progress _____ Final _____

Engineer's Project No.: _____

Project: _____

Contractor: _____ Contract Date: _____

Contract for : _____

Application Date: _____ For Period Ending _____

Change Order Summary			
Change Orders approved in previous months by OWNER		ADDITIONS	DEDUCTIONS
TOTAL		\$ 0.00	\$ 0.00
Approved this month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net Change by Change Orders			\$ 0.00

1.	ORIGINAL CONTRACT SUM	\$ 0.00
2.	Net Change by Change Order	\$ 0.00
3.	CONTRACT SUM TO DATE (Line 1 and 2)	\$ 0.00
4.	TOTAL COMPLETED AND STORED TO DATE	\$
5.	RETAINAGE: (Column I & N, Forms 00845 and 00846)	
	a. ____% of Completed Work	\$
	b. ____% of Stored Material	\$
	Total Retainage (Line 5a and 5b)	\$ 0.00
6.	TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 0.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 0.00
8.	AMOUNT DUE THIS APPLICATION	\$ 0.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$ 0.00

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated _____

(Contractor)

By: _____

(Name)

(Title)

COUNTY OF _____
STATE OF _____

Before me on this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that (s)he is the _____ of the Contractor above mentioned; that s(he) executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

(Notary Seal)

Notary Public

My commission Expires _____

Engineer's Recommendation

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Quentin L. Hampton Associates, a Mead & Hunt Company

By: _____

(Authorized Signature)

Date: _____

Owner's Approval

By: _____

(Title)

Acct No. _____

Date: _____

END OF SECTION

00 84 40-3

SECTION 00 84 40
BID ITEM PAY REQUEST FORM

Application No.

Project:

Owner:

Application Date:

Period Ending:**Contractor:**[illegible]

Section 00 84 60
Stored Materials Summary

Owner:
Project:
Bid No.:
Contractor:

Date:

Received thru:
Installed thru:

[illegible]

Subtotal
Sales Tax
Total

SECTION 00 84 80
CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No.: _____ ENGINEER's Project No.: _____

CONTRACTOR: _____

Contract Date: _____

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof.

To: _____
 Owner

And To: _____
 Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

 Date of Substantial Completion

Certificate of Substantial Completion
 Page 1 of 3

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item therein does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract documents. When this Certification applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as follows:

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities and insurance shall be as follows:

RESPONSIBILITIES:

OWNER _____

CONTRACTOR _____

The following documents are attached to and made a part of this Certificate:

Certificate of Substantial Completion

Page 2 of 3

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____, 20__.

(Engineer)

By _____

The CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__.

(Contractor)

By _____

Certificate of Substantial Completion
Page 3 of 3

SECTION 00 84 90
CONTRACTOR'S FINAL RELEASE OF LIEN

Before me the undersigned authority in said County and State, appeared _____ who, being first duly sworn, deposes and says that he is _____ of _____, a company and/or corporation authorized to do business under the laws of Florida, which is the Contractor on the Contract described as: **"U.S. 1 MEDIAN LANDSCAPING IMPROVEMENTS"**, dated the ____ day of _____, 20____, that the said deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of his own knowledge that said Contract has been complied with in every particular by said Contractor and that all parts of the work have been approved by the Owner's Engineers; that there are no bills remaining unpaid for labor, material, or otherwise, in connection with said Contract and work, and that there are no suits pending against the undersigned as Contractor or anyone in connection with the work done and materials furnished or otherwise under said Contract. Deponent further says that the final estimate which has been submitted to the owner simultaneously with the making of the affidavit constitutes all claims and demands against the Owner on account of said Contract or otherwise, and the acceptance of the sum specified in said final estimate will operate as full and final release and discharge of the Owner from any further claims, demands or compensation by Contractor under the above Contract. Deponent further agrees that all guarantees under this Contract shall be in full force from the date of this release as spelled out in the Contract Documents.

Sworn to and subscribed to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

We, the _____ having heretofore executed a Performance Bond for the above-mentioned Contractor covered Project and Section as described above in the sum of _____ dollars (\$ _____), hereby agree that the Owner may make full payment of the final estimate, including the retained percentage, to said Contractor.

It is fully understood that the granting of the right to the Owner to make payment of the final estimate to said Contractor and/or his assigns, shall in no way release the surety company of its obligations under its bond, as set forth in the Specifications, Contract and Bond pertaining to the above Project.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all of this _____ day of _____, A.D., 20_____.

Surety Company

Attorney in Fact

(Power of Attorney must be attached if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

Before me the undersigned authority, personally appeared to me well known as the person described in and who executed the foregoing instrument in the name of _____ and/or authority to execute the same on behalf of said _____, a corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

END OF SECTION

Financial Management No.: 439690-1-58-01 Agency: City of Holly Hill Contract No: AS 401	Fund: DS Activity: 215 Contract Amount: \$860,233.00	FLAIR Approp: 088716 FLAIR Obj: 563000 Org. Code: 55054010508 Vendor No.: F 596000337 001
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JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HOLLY HILL

This Agreement, made and entered into this 29th day of November, 2016, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the DEPARTMENT) and the **CITY OF HOLLY HILL**, a Florida Municipal Corporation (hereinafter referred to as the LOCAL GOVERNMENT),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT by Resolution No. 2016-R-666 dated the 8th day of November, 2016, a copy of which is attached hereto as Exhibit "G" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street", in the DEPARTMENT'S Fiscal Year 2016/2017 and Fiscal Year 2017/2018, said Project being known as FM #439690-1-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and;

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. TERM

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by February 28, 2018, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties in perpetuity for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

2. SERVICES AND PERFORMANCES

A. The LOCAL GOVERNMENT shall furnish the services with which to construct the Project. The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining the material shown in the Landscape Plan for the duration of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in

Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications.

C. The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager at the address listed on Page 15. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the

Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After approval of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from the DEPARTMENT'S Point of Contact listed on page 15, or from an appointed designee. Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.

G. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be five (5) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

H. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and Exhibit "E", the LOCAL GOVERNMENT may hire an experienced qualified contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

I. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform

independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

J. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

K. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

L. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

M. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

N. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "F". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

3. MAINTENANCE

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due

care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Design Standards Index Series 600, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways,

and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time.

- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining.
- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

4. COMPENSATION AND REIMBURSEMENT

A. **Project Cost:** The total estimated cost of the Project is **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A" – Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. **DEPARTMENT Participation:** The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

i) This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after July 1, 2017. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before July 1, 2017, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any

part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of \$500,000.00 (Five Hundred Thousand Dollars and No/100).

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number 439690-1-58-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A – Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Scope of Services. Deliverables must be received and accepted in writing by the Department’s Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide

the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the

LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of the Electric Utility Company and all subcontractors performing work on the Project, and all other records of the Electric Utility Company and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year.”

M. The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

5. COMPLIANCE WITH LAWS

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract.

6. TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

7. MISCELLANEOUS

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such

breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

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

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT

Point of Contact:

Holly Lopenski
 Program Coordinator
 719 South Woodland Boulevard, M.S. 4-520
 DeLand, Florida 32720-6834
 PH: (386) 943-5520
holly.lopenski@dot.state.fl.us

Richard Grooms
 Design Project Manager/MS 3-510
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5374
richard.grooms@dot.state.fl.us

Vince Vacchiano
 Construction Project Manager/MS 3-506
 719 South Woodland Boulevard
 DeLand, Florida 32720-6834
 PH: (386) 943-5406
vincent.vacchiano@dot.state.fl.us

LOCAL GOVERNMENT

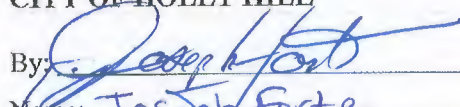
Mark T. Juliano
 Public Works Director
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 PH: (386) 248-9463
mjuliano@hollyhillfl.org

FM #439690-1-58-01
Page 16 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 15th day of November, 2016, and the DEPARTMENT has executed this Agreement this 29 day of November, 2016.

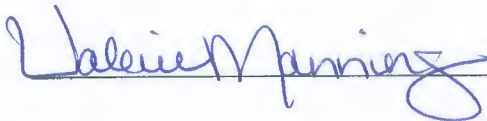
CITY OF HOLLY HILL

By: 
Name: Joseph Forte
Title: City Manager

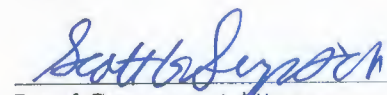
As approved by the Board on:

Tuesday, November 8, 2016.

Attest:



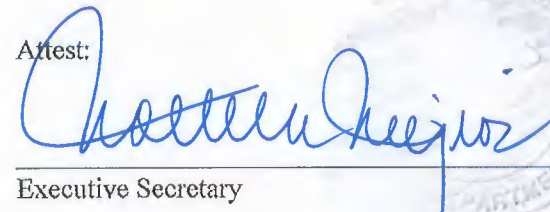
Legal Review:


Local Government Attorney

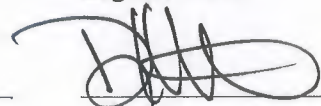
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest:


Executive Secretary

Legal Review:



Financial Provisions Approval by
The Office of the Comptroller on:

November 20, 2015

Authorization Received from the Office of
the Comptroller as to Availability of Funds:

November 21, 2016

Exhibit "A"

SCOPE OF SERVICES

Financial Management Number: 439690-1-58-01

Project Description and Limits of Construction:

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street (Section 79030000; Milepost 1.192 to Milepost 3.849). The LOCAL GOVERNMENT will also be responsible for construction engineering and inspection.

The landscaping design shall meet the DEPARTMENT'S criteria for Bold Landscape Requirements with more emphasis on more large trees and fewer shrubs to increase "curb appeal". Shrubs can be used when and where they are part of the best design solution.

Any and all other work to be performed within the Department's Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within Department Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the Department.

Deliverables:

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the approved plans, the Special Provisions set forth in this Agreement (Exhibit "E" hereto), and the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time.

The DEPARTMENT shall reimburse the LOCAL GOVERNMENT only for the cost of purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The Local Government will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The Local Government will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The Local Government will be responsible for fertilizing all trees, palms, and plants.
- The Local Government will purchase, supply and spread organic Mulch on all new plant beds.

- The Local Government will be responsible for staking of all trees planted.
- The Local Government will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The Local Government will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The Local Government will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accord with the Terms & Conditions set forth in Exhibit "D".

Any proposed additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project, and not reimbursable under this Agreement, shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review by the DEPARTMENT. Upon final acceptance by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the City hereby approves and delegates to Joe Forte, City Manager, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

No work shall be undertaken on the Project until a written Notice to Proceed has been issued by the Department.

Exhibit "B"

METHOD OF COMPENSATION

Financial Management Number: 439690-1-58-01

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" (Scope of Work) of this Agreement, the DEPARTMENT will reimburse the LOCAL GOVERNMENT an amount not to exceed **\$860,233.00 (Eight Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** for actual costs incurred.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

This is a multi-year funded Agreement and is expected to be funded by multiple appropriations in the DEPARTMENT'S fiscal years 2016/2017 and 2017/2018. As of the execution date of this Agreement, only **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** of the total Agreement amount has been approved and encumbered by the DEPARTMENT. If appropriated by the Florida Legislature, the remainder of the funding in the amount of **\$360,233.00 (Three Hundred Sixty Thousand Two Hundred Thirty Three Dollars and No/100)** will not become available until after **July 1, 2017**. Any expenditures that are incurred by the LOCAL GOVERNMENT over and above **\$500,000.00 (Five Hundred Thousand Dollars and No/100)** both before **July 1, 2017**, and when the funds are appropriated, are not subject to reimbursement. Therefore, it is agreed that if any part of the funding is not appropriated by the Florida Legislature, the DEPARTMENT will not be

FM #439690-1-58-01
Page 20 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

obligated to reimburse the LOCAL GOVERNMENT for costs in excess of the currently established funding of \$500,000.00 (Five Hundred Thousand Dollars and No/100).

Funding		
FM #439690-1-58-01	Fiscal Year 2016/2017	\$500,000.00
FM #439690-1-58-01	Fiscal Year 2017/2018	\$360,233.00
Total		\$860,233.00

FM #439690-1-58-01
 Page 21 of 30
 10/4/2016

Original Draft: 7/28/2016
 Revised:

Exhibit "C"

ESTIMATED PROJECT PRODUCTION SCHEDULE

Financial Management Number: 439690-1-58-01

Advertises for bids	January 2017
Bids Construction (bid opening)	February 2017
Select Construction Firm (BCC approval)	March 2017
Give NTP	April 2017
Earliest Construction Start	April 2017
Latest Construction Finish	November 2017
Construction Contract Closeout	December 2017
Final Invoice and Closeout Documentation to the Department	February 2018

Exhibit "D"

TERMS & CONDITIONS OF CONSTRUCTION

Financial Management Number: 439690-1-58-01

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit "A"). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for drive-way connection, right-of-way utilization, storm-water discharge and utilities and this Agreement is deemed to constitute such permits.

5. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT

and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

6. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

(i) Project name with a brief description that evaluates the landscape work performance.

(ii) Location of the project (city, state).

(iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

8. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current

edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

9. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

10. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

11. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

12. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S Roadway and Traffic Design Standards, current edition, and as those sources may be amended from time to time. The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or its' CEI for the construction of the Project.

13. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

14. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

15. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

16. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

17. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.

18. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

19. The Special Provisions set forth in Exhibit "E" hereto shall apply to this Agreement and to all work on the Project.

Exhibit "E"

SPECIAL PROVISIONS

Financial Management Number: 439690-1-58-01

Subletting or Assignment of Contracts:

The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the LOCAL GOVERNMENT. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the DEPARTMENT for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable by the LOCAL GOVERNMENT for purposes of the LOCAL GOVERNMENT's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the LOCAL GOVERNMENT is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the LOCAL GOVERNMENT will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. Upon request, furnish the LOCAL GOVERNMENT with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The LOCAL GOVERNMENT recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

Illicit Discharge Training

All persons employed by the Contractor or Subcontractors working within the DEPARTMENT's FDOT right-of-way must have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

Provide a list of persons trained prior to submittal of the first invoice. Provide an updated list of new Contractor/Subcontractor employees annually thereafter.

Landscaping Provisions (Section 580)

580-1 Description.

Install landscaping as indicated in the Contract Documents.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained until final acceptance.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer (or Landscape Architect) that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer (or Landscape Architect).

580-2.2 Water: Meet the requirements of Section 983.

580-2.3 Mulching: Use of cypress mulch is prohibited.

580-3 Installation.

580-3.1 Delivery: All materials must be available for inspection before installation and will be subject to approval or rejection.

FM #439690-1-58-01
Page 28 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

580-3.2 Layout: Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's (or Landscape Architect's) review, prior to excavation or planting.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's (or Landscape Architect's) written approval.

580-3.3 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer (or Landscape Architect) of drainage or percolation problems before plant installation.

580-3.4 Planting: Meet the requirements of the Design Standards, Index No. 544.

Exhibit "F"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 and the City of Holly Hill**

PROJECT DESCRIPTION: "Landscaping Improvements on State Road 5/US 1/Ridgewood Avenue between Mason Avenue and Calle Grande Street".

FINANCIAL MANAGEMENT ID# 439690-1-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

**LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL
 COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

FM #439690-1-58-01
Page 30 of 30
10/4/2016

Original Draft: 7/28/2016
Revised:

Exhibit "G"

RESOLUTION

Financial Management Number: 439690-1-58-01



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

Valerie Manning

City Clerk

386-248-9441

www.hollyhillfl.org

Meeting: 11/08/16 07:00 PM

DOC ID: 1482

CRA AGENDA ITEM (ID # 1482)

Resolution 2016-R-66 A Resolution of the Board of Directors of the Community Redevelopment Agency of the City of Holly Hill, Florida; Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.

RESOLUTION 2016-R-66

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The enhanced landscaping project will provide beautification to the US1 corridor; and

WHEREAS, Financial assistance has become available through a Joint Participation Agreement with the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The Holly Hill Community Redevelopment Agency hereby authorizes the City Manager to execute a Joint Participation Agreement with the Florida Department of Transportation.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

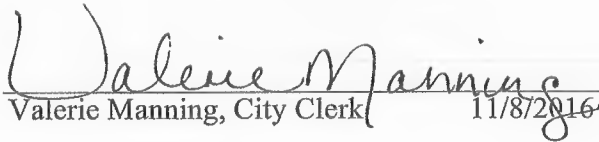
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of NOVEMBER, 2016.



John Penny, Mayor

11/8/2016



Valerie Manning, City Clerk

11/8/2016

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: November 8, 2016
FROM: Mark Juliano
SUBJECT: Resolution 2016-R-67 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation for Landscaping Improvements on US1; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1481)
APPLICANT:
PLANNER:

DISCUSSION:

On December 8, 2015 the City Commission approved staff to submit an application to the Florida Department of Transportation (FDOT) for a bold landscaping grant to improve the medians along US-1 within the City limits of Holly Hill. FDOT has approved the City's application and has granted funding in the amount of \$860,233.00. Of this funding, \$500,000.00 has been approved and encumbered by the Florida Legislature for Fiscal Year 2016/2017. The additional \$360,233.00 will be allocated in Fiscal Year 2017/2018 contingent on annual appropriation by the Florida Legislature.

Work will include the removal of existing landscaping and the installation of bold landscaping and sod in medians along US1. Of this work, the City will be reimbursed for all work aside from design, construction inspections, sod, irrigation and MOT. Although the exact cost of this portion of work cannot be determined until bids are received, there is \$175,000.00 allocated towards the City's portion of this project in the current budget year. In addition, there is \$500,000.00 allocated in the current year budget to cover expenses prior to FDOT grant reimbursement.

It is the recommendation of staff that this grant be accepted and advertised for bid.

FISCAL ANALYSIS:

Actual cost to the City will be determined upon the analysis of bids received. \$175,000.00 has been allocated in the current budget year.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

COMMISSION GOAL:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens

MOTION:

Authorize the City Manager to execute the Joint Participation Agreement FM # 439690-1-58-01 with the State of Florida Department of Transportation.

ATTACHMENTS:

- JPA DOT Landscaping Improvements US1 (2) (PDF)

Resolution No. (ID # 1481)

RESOLUTION 2016-R-67 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2016-R-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS ON US1; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the enhanced landscaping project will provide beautification to the US1 corridor; and

WHEREAS, Financial assistance has become available through a Joint Participation Agreement with the Florida Department of Transportation.

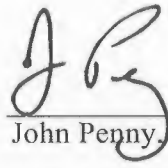
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to execute a Joint Participation Agreement with the Florida Department of Transportation.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

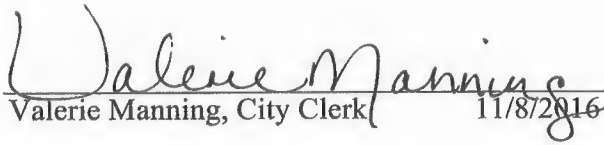
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED this 8th day of NOVEMBER, 2016.



John Penny, Mayor

11/8/2016



Valerie Manning, City Clerk

11/8/2016

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

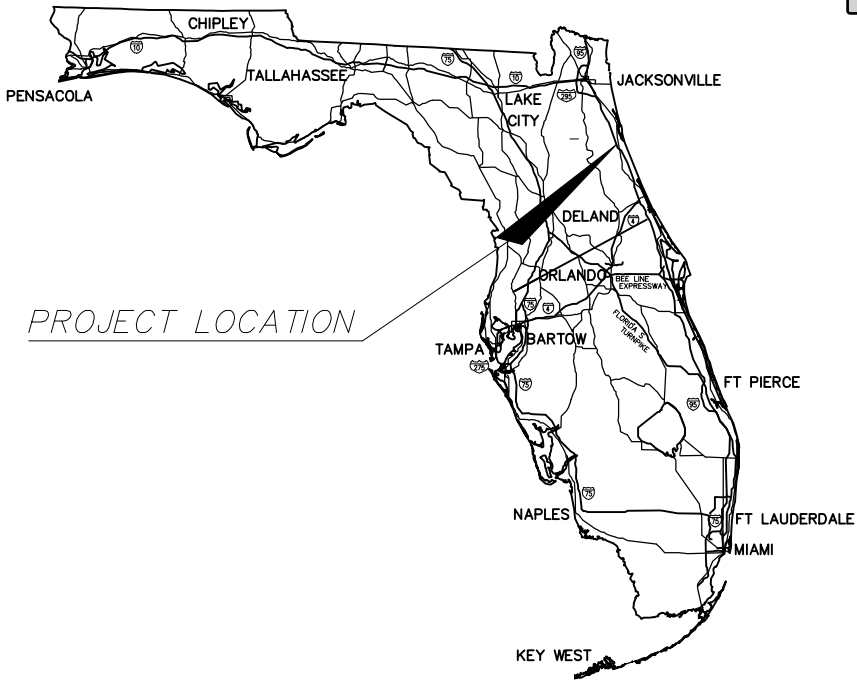
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID. No.
No. 439690-1
BID No. TBD

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

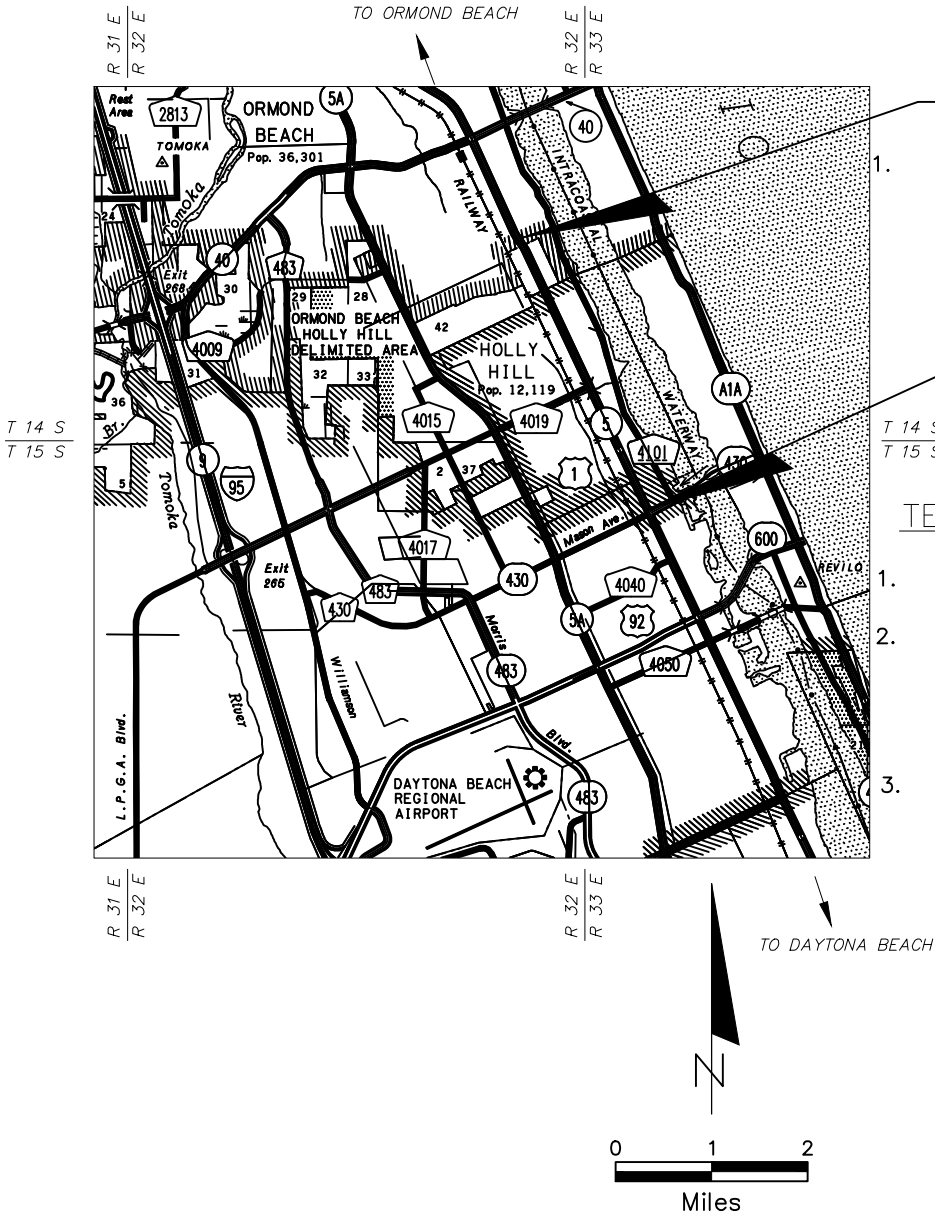
US1-SR5 WELCOME SIGN LIGHTING



PROJECT LOCATION

INDEX OF PLANS

SHEET No.	SHEET DESCRIPTION
1	COMPONENT COVER SHEET
2	PLAN, RISER DIAGRAMS, NOTES, & PANEL SCHEDULE



NORTH ENTRY SIGN
STA PT. 1112+10

SOUTH ENTRY SIGN
POB 972+00



THE CITY OF HOLLY HILL,
PROJECT MANAGER:
MARK T. JULIANO
PUBLIC WORKS DIRECTOR

TEMPORARY TRAFFIC CONTROL NOTES:

1. THE EXISTING SPEED LIMITS OF 35 MPH SHALL BE MAINTAINED DURING CONSTRUCTION.
2. THIS MAINTENANCE OF TRAFFIC PLAN IS PROVIDED TO DESCRIBE THE MINIMUM CRITERIA. CONTRACTOR SHALL DEVELOP HIS OWN MOT PLAN BASED UPON HIS SPECIFIC MEANS AND METHODS OF CONSTRUCTION. THIS PLAN MUST BE SUBMITTED AND APPROVED BY F.D.O.T. PRIOR TO ANY TRAFFIC PLAN CHANGES APPLICABLE DESIGN STANDARDS INCLUDING 613 SHALL BE SUBMITTED.
3. NO LANE CLOSURES WILL BE ALLOWED FROM 7:00 AM TO 8:00 PM. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. IN ACCORDANCE WITH F.D.O.T. SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, BLACK COLLEGE REUNION AND BIKETOBERFEST.

PLANS PREPARED BY:

RICHARD E. KRANZ, P.E. #40787
2615 SPRUCE CREEK BLVD.
PORT ORANGE, FLORIDA 32128
PHONE: (386) 405-3205

ELECTRICAL PLANS
ELECTRICAL ENGINEER OF RECORD: RICHARD E. KRANZ, P.E.

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY, 2017 DESIGN STANDARDS HEREIN,
AND 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT
DOCUMENTS.

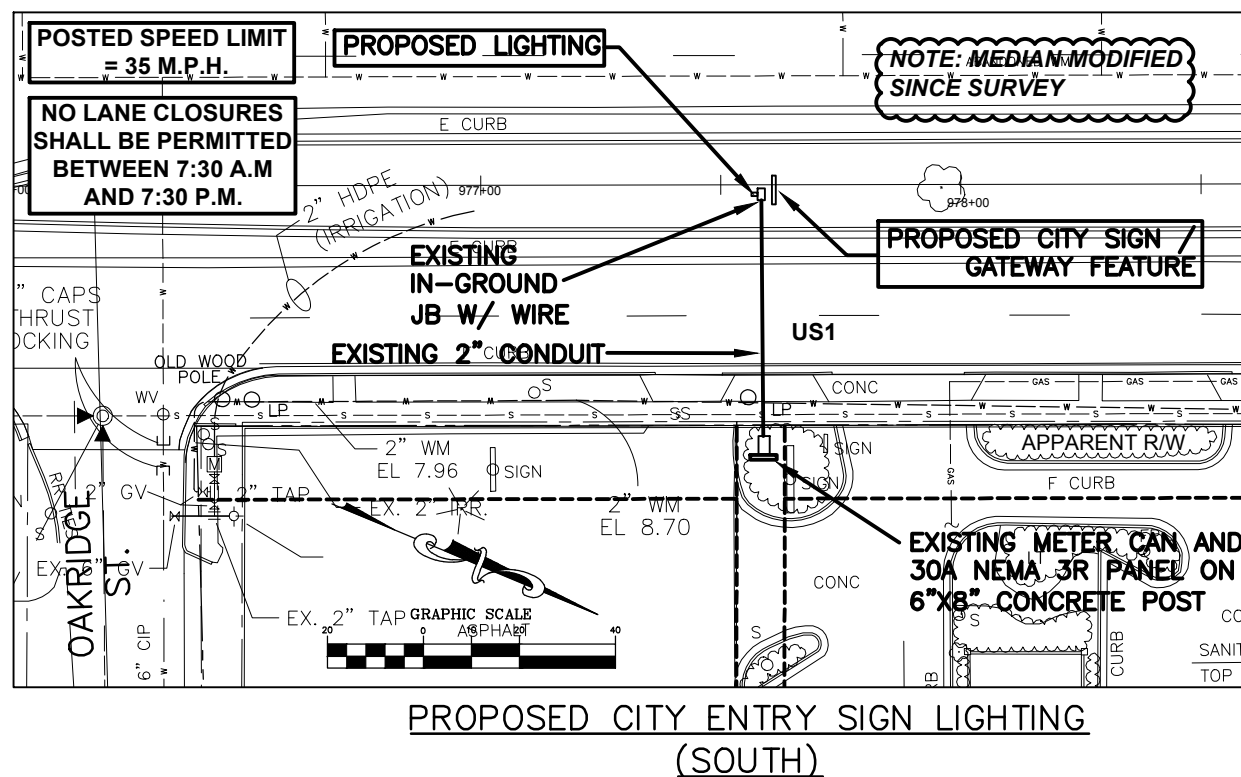
FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/rddesign/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE
FOLLOWING WEB SITE:
<http://www.dot.state.fl.us/specificationsoffice/>



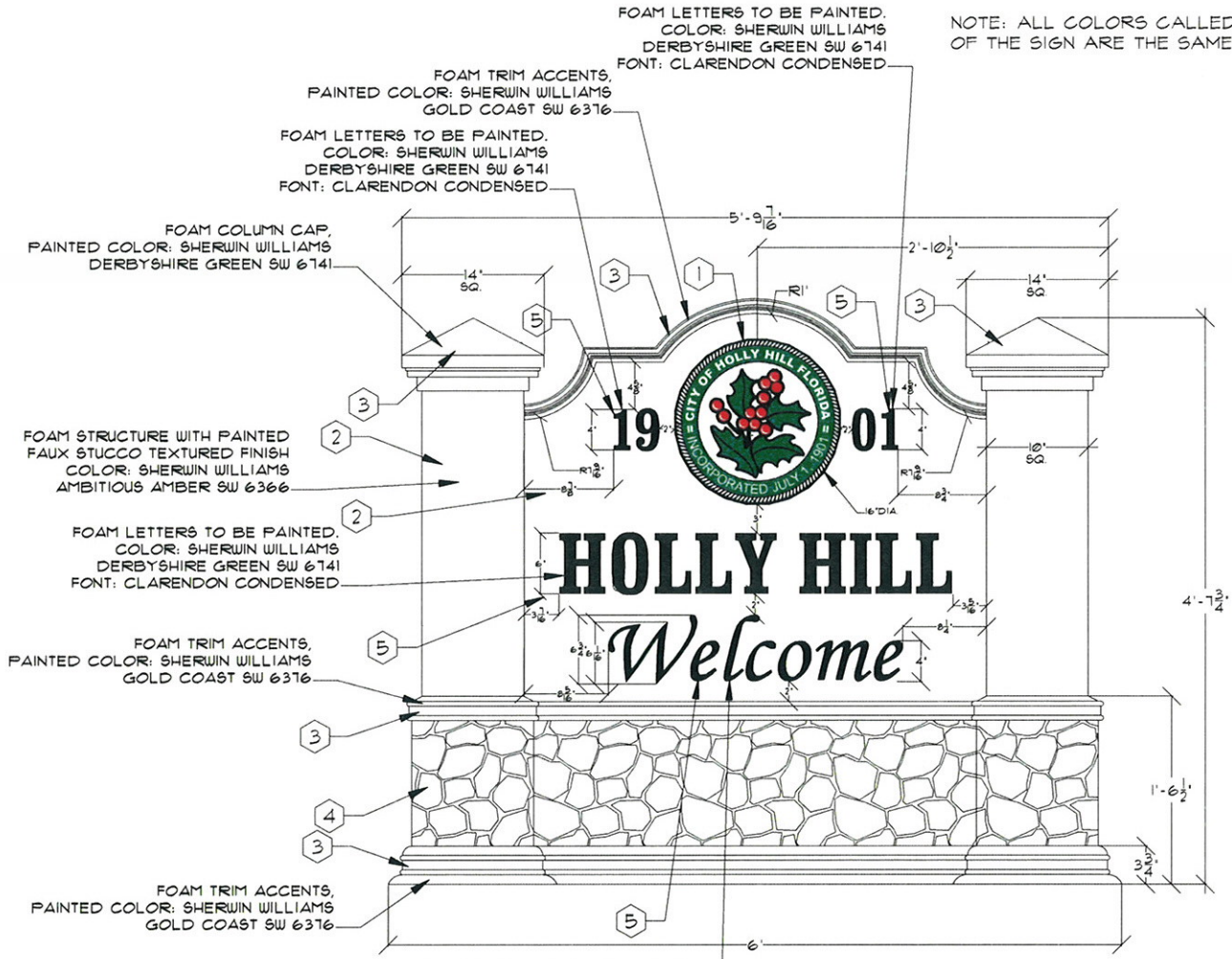
FIXTURE TO HAVE OPTIONAL "VISORS" AS NEEDED TO AVOID GLARE FOR HIGHWAY TRAFFIC PER FLORIDA DOT REQUIREMENTS.

1. ALL WORK AND MATERIAL TO COMPLY WITH THE LATEST VERSION OF THE NEC AND FLORIDA DOT STANDARDS.
2. PROVIDE COSTS FOR ALL PERMITS AND INSPECTIONS IN YOUR BID.
3. ALL CONDUIT STRAPS, HARDWARE AND SUPPORT FITTINGS TO BE 316 SS.
4. ALL BURIED SCH 40 PVC CONDUIT TO HAVE A MINIMUM COVER OF 24".
5. INDIVIDUAL 30A FPL SERVICES ARE REQUIRED FOR EACH OF THE TWO SIGN LOCATIONS. THESE SERVICES HAVE BEEN PREVIOUSLY INSTALLED BY OTHERS BUT WILL REQUIRE CO-ORDINATION OF THE FINAL CONNECTION WITH US BY THIS CONTRACT. RUN A NEW ¾" PVC CONDUIT FROM THE EXISTING "IN GROUND" JB LOCATED IN THE ROAD MEDIAN TO THE NEW SIGN LIGHT FIXTURE PVC JB ATTACHED TO THE CONCRETE MOUNTING POST. MOUNT THE LIGHT FIXTURE FOR EACH SIGN ON THE TOP OF THE 4" SQUARE CONCRETE POSTS PER THE DRAWINGS. USE 14-2 CORD WIRING AND CORD GRIP FITTINGS BETWEEN THE CONCRETE POST JB AND THE NEW LIGHT FIXTURE. AIM THE LIGHT FIXTURE AT THE CENTER OF THE SIGN AND ADJUST FIXTURE LIGHT VISORS TO ELIMINATE GLARE TO TRAFFIC PER FLORIDA DOT REQUIREMENTS. THE CITY OF HOLLY HILL MUST ALSO APPROVE THE AIMING OF THE FIXTURES. THE EXISTING ELECTRIC SERVICE AND SIGN LOCATIONS ARE SHOWN ON THE INDIVIDUAL SITE PLANS FOR EACH NEW SIGN.



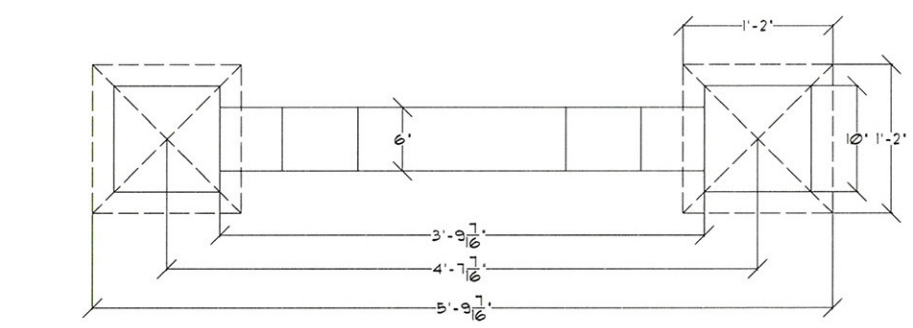
2
Packet Pg. 616

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1 WELCOME SIGN - FRONT
L1.01 ELEVATION

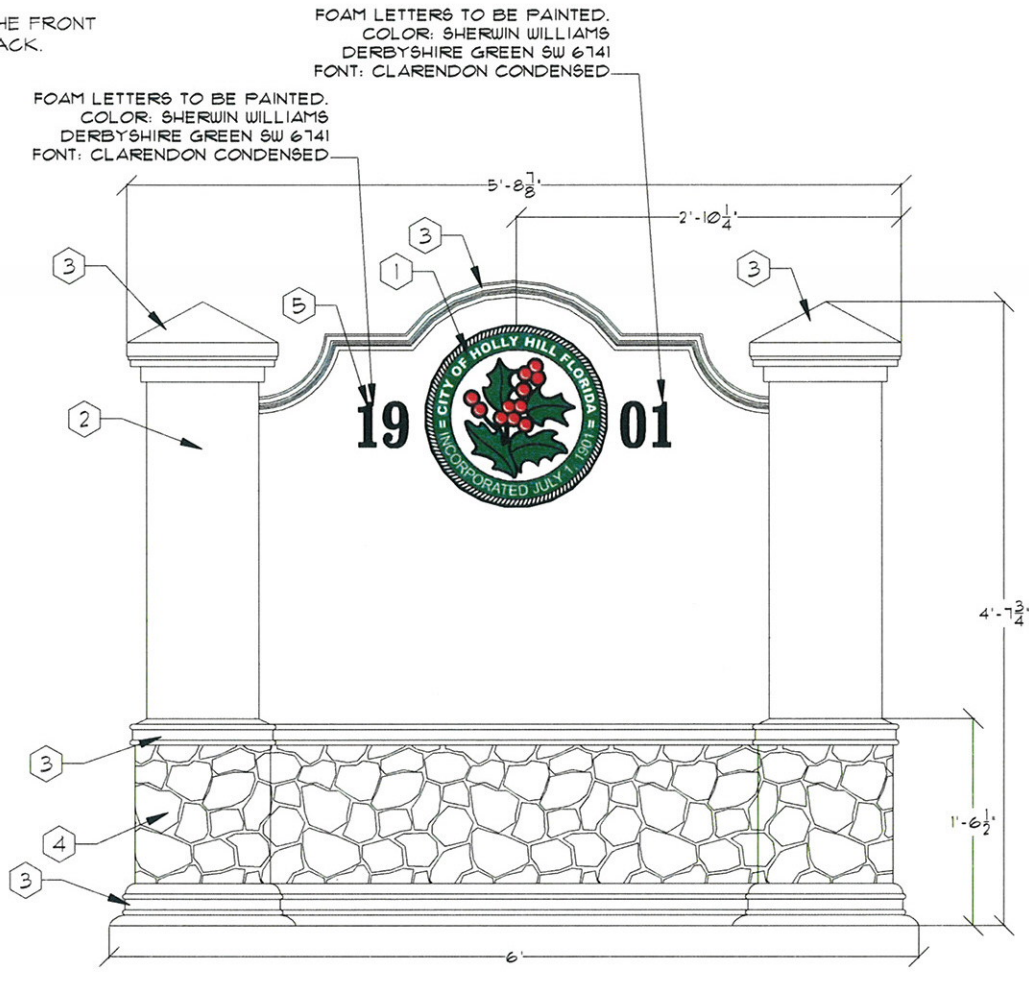
SCALE: 1"=1'-0"



3 WELCOME SIGN - PLAN VIEW
L1.01 PLAN

SCALE: 1"=1'-0"

NOTE: ALL COLORS CALLED OUT FOR THE FRONT OF THE SIGN ARE THE SAME FOR THE BACK.



2 WELCOME SIGN - BACK
L1.01 ELEVATION

SCALE: 1"=1'-0"

LEGEND

- 1 CITY LOGO, 1/4" THICK X 16" DIA. GRAPHIC PANEL MANUFACTURED OUT OF FOAM. MANUF BY ATLANTIC FOAM OR ACCEPTABLE EQUAL. 401-328-9444. DIGITAL GRAPHIC FILE OF LOGO TO BE PROVIDED BY LANDSCAPE ARCHITECT. GRAPHIC WILL BE CARVED OUT OF FOAM AND PAINTED TO MATCH DIGITAL FILE.
- 2 SIGN STRUCTURE TO BE FABRICATED OUT OF 1/2" E.P.S. FOAM, COATED WITH FUTURA HARD COAT, PRIMED WITH AN EPOXY PRIMER AND PAINTED WITH A FAUX STUCCO TEXTURED FINISH. COLORS AS NOTED ON DETAIL. TO BE MANUFACTURED BY ATLANTIC FOAM OR ACCEPTABLE EQUAL, 401-328-9444.
- 3 WAINSCOT SILL TRIM ACCENTS, COLUMN CAPS, AND WALL CAPS MADE OF FOAM. COLOR AS CALLED OUT ON DETAIL. TO BE MANUFACTURED BY ATLANTIC FOAM OR ACCEPTABLE EQUAL, 401-328-9444. CONTACT SHERRI WILKIE.
- 4 FOAM SCULPTED STONE AND FAUX PAINTED TO MATCH SAMPLE OF ROMANA OLD COUNTRY FIELDSTONE (CSV-368168) AS MANUFACTURED BY CULTERED STONE, 1-800-255-1121.
- 5 LETTERS TO BE MADE OF FOAM AND PAINTED, TO BE MANUFACTURED BY ATLANTIC FOAM OR ACCEPTABLE EQUAL, 401-328-9444.
- 6 CAST IN PLACE REINFORCED CONC. BASE AND FOOTING WITH BREAKAWAY METAL POLES IN SLEEVES DIRECT BURIED INTO FOOTER TO PROVIDE STRUCTURAL REINFORCEMENT FOR FOAM SIGN. CONTRACTOR'S SHOP DRAWINGS SHOULD FOLLOW REQUIREMENTS FOR BREAKAWAY SIGNS IN FDOT'S INDEX 11200 AND 11800. BREAKAWAY METAL POLES TO BE INSERTED IN SCH40 PVC INLINED SLEEVES IN FOAM SIGN. ALL REQUIREMENTS FOR FOOTER AND STRUCTURAL METAL POLES TO BE DETERMINED BY STRUCTURAL ENG. REGISTERED IN THE STATE OF FLORIDA AND STRUCTURAL ENGINEER WILL ENSURE THE SIGN MEETS THE MOST CURRENT FLORIDA BUILDING CODE AND LOCAL WIND LOAD REQUIREMENTS FOR VOLUSIA COUNTY AT 130MPH. FOAM SIGN TO BE ADHERED TO CONCRETE FOOTING WITH AN ENNER FOAM ADHESIVE OR APPROVED EQUAL.

*CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR WELCOME SIGN PRIOR TO CONSTRUCTION FOR OWNER/LANDSCAPE ARCHITECT'S APPROVAL SHOWING STRUCTURAL SUPPORT AND FOOTING DIMENSIONS. ALL SHOP DRAWINGS WILL NEED TO BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA. DESIGN MUST MEET MOST CURRENT FLORIDA BUILDING CODE WIND LOAD REQUIREMENTS FOR THIS AREA OF VOLUSIA COUNTY AT 130 MPH.

NOTE: ALL CONSTRUCTION WITHIN FDOT RIGHT-OF-WAY SHALL CONFORM TO THE LATEST EDITIONS OF THE FDOT DESIGN STANDARD INDICES, THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, AND THE FDOT UTILITY ACCOMMODATIONS MANUAL.

HARDSCAPE DETAILS

City of Holly Hill, FL
City Sign/Gateway Feature

RANDY RAIMAN
FL. REG. # 460

ISSUE DATE	February, 2009
SCALE	As Noted
REVISIONS	
NO.	DATE
DESCRIPTION	
1	Per FDOT Comments dated June 19, 2009
PROJECT NO.	27121

hhi
DESIGN
Better Living by Design!

planning, landscape architecture
& environmental graphics
423 south keller road, suite 300
orlando, fl 32810
phone 407.422.1449
fax 407.875.0851

Sheet Of

L1.01

Robert L. Plonfield, Jr., P.E.
FL Registration No. 94754

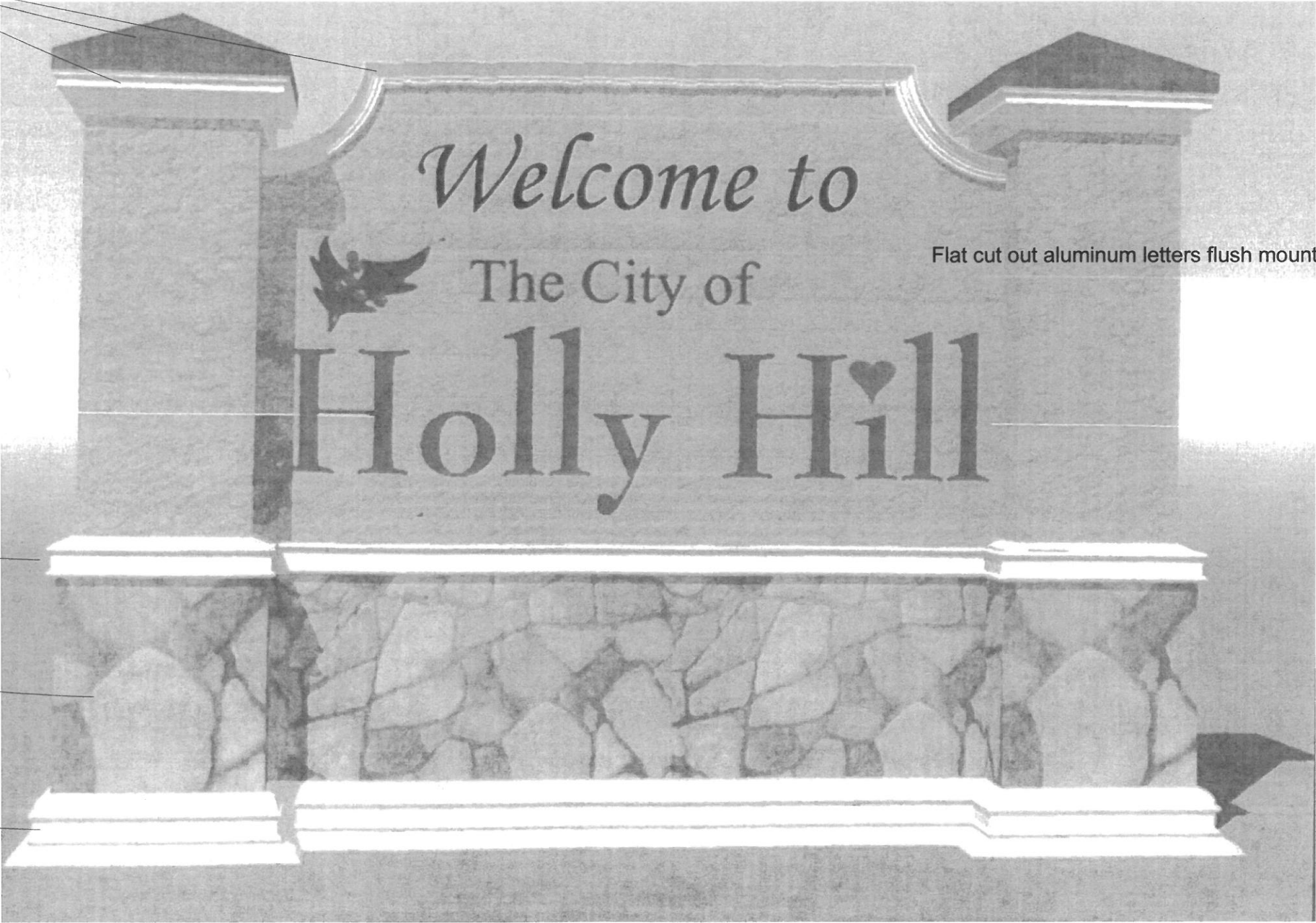


Foam Accent

Foam Accent

Faux Stone Finish

Foam Accent



Flat cut out aluminum letters flush mounted

Aluminum construction with stucco finish



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

**ADDENDUM NO. 1
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING
FM #439690-1-58-01
BID #16CRA1**

September 7, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated August 2017 as fully and completely as if the same were fully set forth therein.

The dates for the mandatory pre-bid, last day for questions, and Bid due date and time have each been postponed by one (1) week due to Hurricane Irma. Following are the new dates for such:

Mandatory Pre-Bid	Tuesday, September 19, 2017 @ 2:00 pm
Last Day for Questions	Wednesday, September 27, 2017 @ 5:00 pm
Bid Opening	Wednesday, October 4, 2017 @ 3:00 pm

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**ADDENDUM NO. 2
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING
FM #439690-1-58-01
BID #16CRA1**

September 28, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated August 2017 as fully and completely as if the same were fully set forth therein.

GENERAL

1. **Specification Section 00 31 00 – Schedule of Unit Prices:** Median #1 was inadvertently left off the Schedule of Unit Prices. The attached revised form is attached as part of this addendum and replaces the original provided form. All bidders shall use and submit this revised form with their bids.
2. In order to reduce the potential of variability in the amount of irrigation restoration work that bidders include in their bids, all bidders shall include removal and replacement of irrigation system including all zone piping, valves, controllers and heads. Cost of such to be included in median lump sum bid costs. All irrigation pipe to be white PR200 after the valve, white Schedule 40 before the valve. Valves to be sized according to the existing irrigation meter, either 1" or 1.5" Hunter ICV or approved equal. Irrigation heads to be Hunter Pro Series (Pressure Regulated) or approved equal; 15' radius @ 15' on-center, 6" pop-ups, one (1) bubbler per tree and two (2) bubblers per palm. Controllers shall be Hunter NODE Series Controllers or approved equal.

QUESTIONS:

1. On sheet LA-14 note #18 it says we are to warranty and maintain for a period of 2 years from date of final acceptance, please explain and clarify if you want a maintenance price for 2 years included in bid?

Answer: The maintenance period is for one (1) year.

2. Please clarify line item B for sign, we are to include costs of 2 signs from Don Bell, will the city provide the electric and permitting, also will we need to provide the M.O.T. for installation?

Answer: Bids are to include all costs to furnish and install signs, including electrical/lighting.

3. Will there be an addendum or clarification regarding the irrigation system? Will the bid tab be revised? Will the bid date remain October 4th at 3 p.m.?

Answer: Addressed in this addendum.

4. In reference to the bid tab form 003100-1, it prints out 10 x 12.94" instead of 8.5 x 11". Can it be reformatted so it prints out in the correct size (8.5 x 11")?

Answer: The attached revised bid form is attached and is formatted correctly.

5. The bid due date and time remain as October 4, 2017 at 3:00 p.m.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

**ADDENDUM NO. 3
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
US 1 MEDIAN LANDSCAPING
FM #439690-1-58-01
BID #16CRA1**

September 29, 2017

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated August 2017 as fully and completely as if the same were fully set forth therein.

QUESTIONS:

1. The sign/electric plans and the end of the specifications pages 202-204 are cut in half; the entire plan pages are needed for electrician to provide competitive pricing for electrical work. Can you please issue those entire plan pages?

Answer: Attached are the complete plans.

2. Is there a staging area the City can provide for the contractor to use?

Answer: No, Contractor to provide.

3. On LA-14 sod placement detail shows flat grade at curb. In the pre-bid meeting, the City indicated that up to 6" crown on median was acceptable, please confirm. Is this 6" crown measured above top of curb?

Answer: Yes; even at the curb, crowning up to 6" (max.).

4. The Tuscarora Crepe Myrtles as specified are not available in the State of Florida. Would a combination of Natchez and Muskogee Crepe Myrtles of the same specifications be acceptable for bidding purposes? Please note availability is extremely limited and availability at time of contract may be an issue.

Answer: No. Bids shall include specified material.

5. Specifications state the Medjool Palms must be Florida nursery grown; they are actually grown out of state and then brought to Florida nurseries for sale. FDOT is aware of this and we would like to confirm the City is also aware of this wording.

Answer: Acknowledged.

6. Having been the bidder that has done the most extensive research on the current irrigation system, there is extensive repair and replacement needed. Will you please provide a more detailed scope of work regarding irrigation so bidders are pricing the same scope of irrigation renovation in their median pricing of bids?

Answer: See Addendum #2.

7. The heads in the grass areas are 6" pop-ups. The prints indicate 12" pop-ups in the bed areas. Will we or will we not have to install 12" heads in the grass areas as well?

Answer: Six-inch (6") pop-ups to be used in grass area.

8. The plans indicate St. Augustine Sod to be installed on all medians throughout the entire project, please confirm.

Confirmed.

9. The bid due date and time remain as October 4, 2017 at 3:00 p.m.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

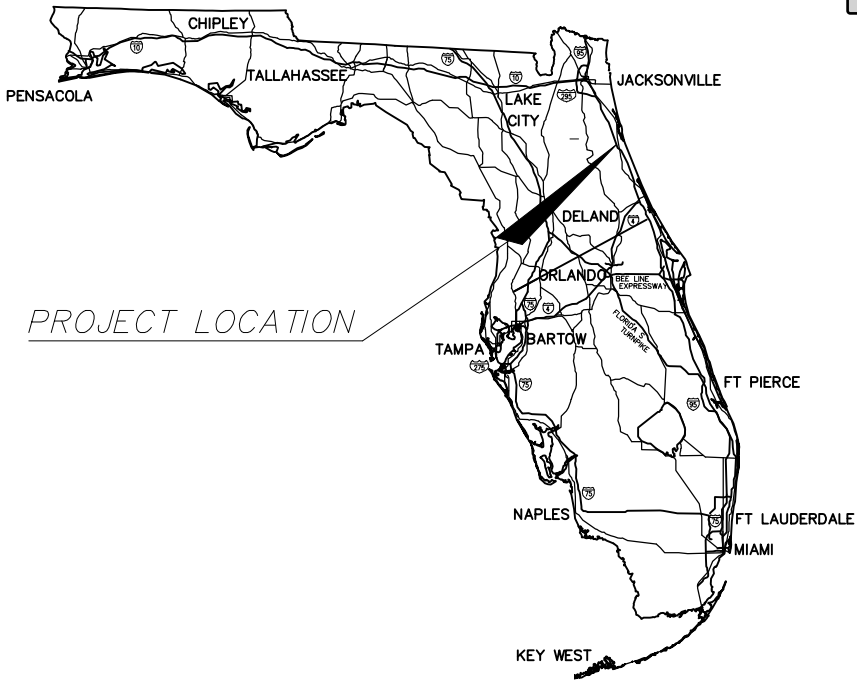
FINANCIAL PROJECT ID. No.

No. 439690-1

BID No. TBD

THE CITY OF HOLLY HILL,
VOLUSIA COUNTY, FLORIDA

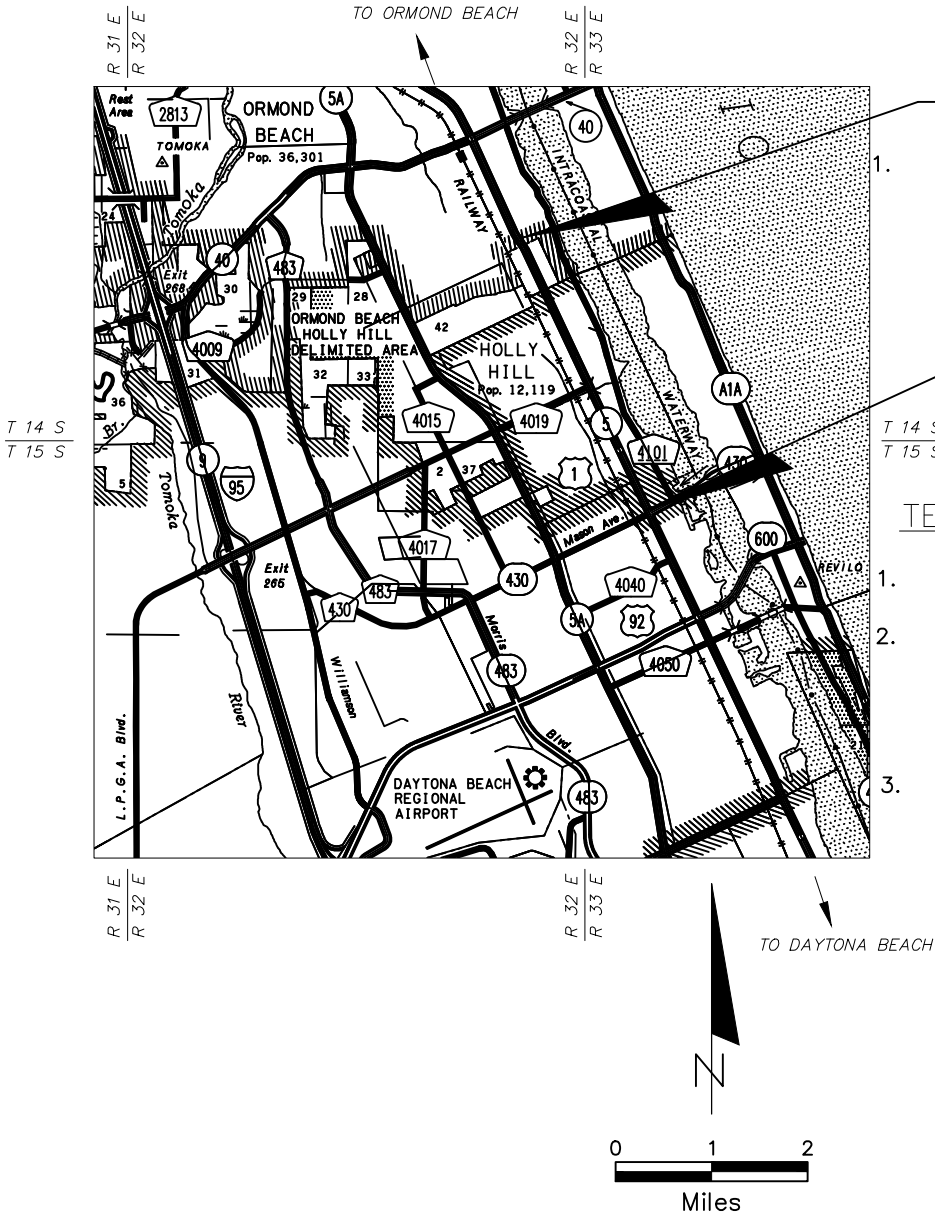
US1-SR5 WELCOME SIGN LIGHTING



PROJECT LOCATION

INDEX OF PLANS

SHEET No.	SHEET DESCRIPTION
1	COMPONENT COVER SHEET
2	PLAN, RISER DIAGRAMS, NOTES, & PANEL SCHEDULE



NORTH ENTRY SIGN
STA PT. 1112+10

SOUTH ENTRY SIGN
POB 972+00



THE CITY OF HOLLY HILL,
PROJECT MANAGER:
MARK T. JULIANO
PUBLIC WORKS DIRECTOR

TEMPORARY TRAFFIC CONTROL NOTES:

- THE EXISTING SPEED LIMITS OF 35 MPH SHALL BE MAINTAINED DURING CONSTRUCTION.
- THIS MAINTENANCE OF TRAFFIC PLAN IS PROVIDED TO DESCRIBE THE MINIMUM CRITERIA. CONTRACTOR SHALL DEVELOP HIS OWN MOT PLAN BASED UPON HIS SPECIFIC MEANS AND METHODS OF CONSTRUCTION. THIS PLAN MUST BE SUBMITTED AND APPROVED BY F.D.O.T. PRIOR TO ANY TRAFFIC PLAN CHANGES APPLICABLE DESIGN STANDARDS INCLUDING 613 SHALL BE SUBMITTED.
- NO LANE CLOSURES WILL BE ALLOWED FROM 7:00 AM TO 8:00 PM. A LANE MAY ONLY BE CLOSED DURING ACTIVE WORK PERIODS. IN ACCORDANCE WITH F.D.O.T. SPECIFICATION 8-6.4, SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, DAYTONA SPEED WEEKS, BIKE WEEK, SPRING BREAK, BLACK COLLEGE REUNION AND BIKETOBERFEST.

PLANS PREPARED BY:

RICHARD E. KRANZ, P.E. #40787
2615 SPRUCE CREEK BLVD.
PORT ORANGE, FLORIDA 32128
PHONE: (386) 405-3205

ELECTRICAL PLANS
ELECTRICAL ENGINEER OF RECORD: RICHARD E. KRANZ, P.E.

NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS:

FLORIDA DEPARTMENT OF TRANSPORTATION, JANUARY, 2017 DESIGN STANDARDS HEREIN,
AND 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT
DOCUMENTS.

FOR DESIGN STANDARDS CLICK ON THE "DESIGN STANDARDS" LINK AT THE FOLLOWING WEB SITE:

<http://www.dot.state.fl.us/rddesign/>

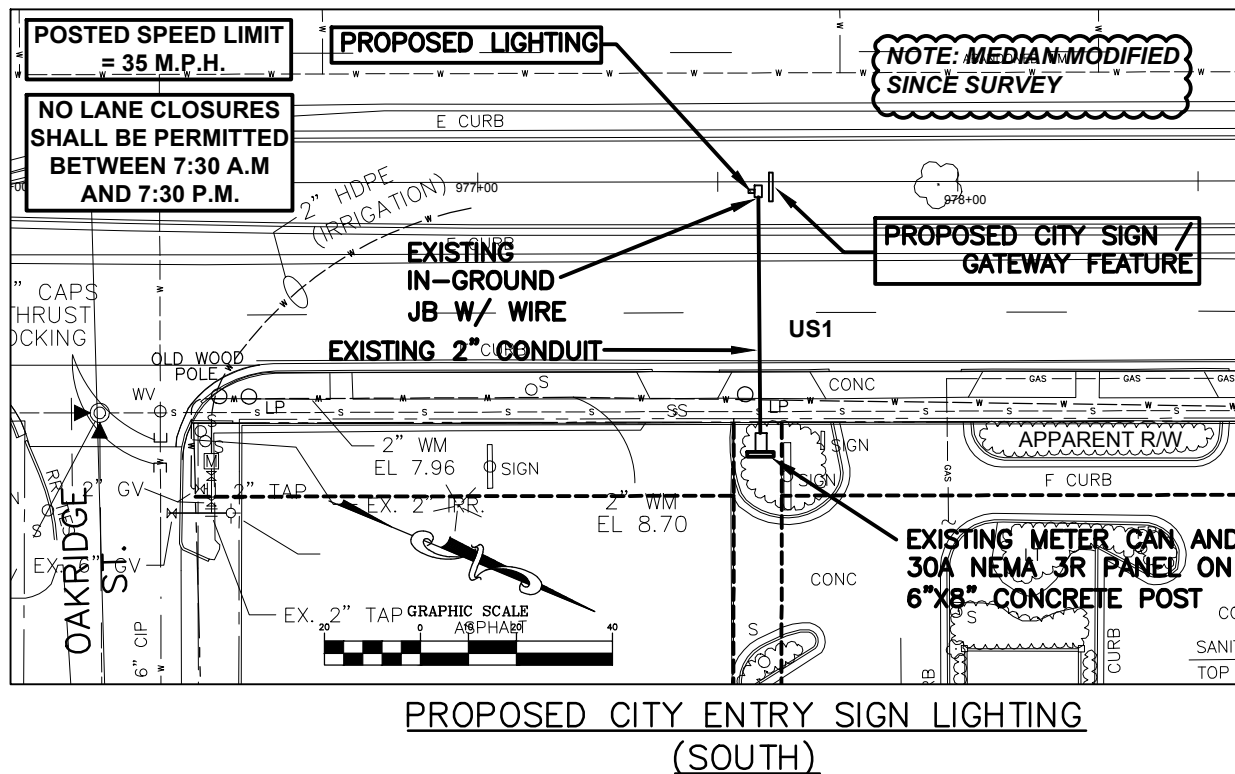
FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "SPECIFICATIONS" LINK AT THE
FOLLOWING WEB SITE:

<http://www.dot.state.fl.us/specificationsoffice/>



PROJECT NOTES

1. ALL WORK AND MATERIAL TO COMPLY WITH THE LATEST VERSION OF THE NEC AND FLORIDA DOT STANDARDS.
2. PROVIDE COSTS FOR ALL PERMITS AND INSPECTIONS IN YOUR BID.
3. ALL CONDUIT STRAPS, HARDWARE AND SUPPORT FITTINGS TO BE 316 SS.
4. ALL BURIED SCH 40 PVC CONDUIT TO HAVE A MINIMUM COVER OF 24".
5. INDIVIDUAL 30A FPL SERVICES ARE REQUIRED FOR EACH OF THE TWO SIGN LOCATIONS. THESE SERVICES HAVE BEEN PREVIOUSLY INSTALLED BY OTHERS BUT WILL REQUIRE CO-ORDINATION OF THE FINAL CONNECTION WITH BY THIS CONTRACT. RUN A NEW ¾" PVC CONDUIT FROM THE EXISTING "IN GROUND" JB LOCATED IN THE ROAD MEDIAN TO THE NEW SIGN LIGHT FIXTURE PVC JB ATTACHED TO THE CONCRETE MOUNTING POST. MOUNT THE LIGHT FIXTURE FOR EACH SIGN ON THE TOP OF THE 4" SQUARE CONCRETE POSTS PER THE DRAWINGS. USE 14 CORD WIRING AND CORD GRIP FITTINGS BETWEEN THE CONCRETE POST JB AND THE NEW LIGHT FIXTURE. AIM THE LIGHT FIXTURE AT THE CENTER OF THE SIGN AND ADJUST FIXTURE LIGHT VISORS TO ELIMINATE GLARE TO TRAVELER FLORIDA DOT REQUIREMENTS. THE CITY OF HOLLY HILL MUST ALSO APPROVE THE AIMING OF THE FIXTURES. THE EXISTING ELECTRIC SERVICE AND SIGN LOCATIONS ARE SHOWN ON THE INDIVIDUAL SITE PLANS FOR EACH NEW SIGN.



RICHARD E. KRANZ, P.E.

2615 SPRUCE CREEK BLVD., PORT ORANGE, FL. 32128
PHONE: (386) 405-3205 FAX: (386) 788-6751

CITY of
HOLLY
HILL
VOLUSIA COUNTY, FLORIDA

US1-SR5 WELCOME SIGN LIGHTING

PLAN, RISER DIAGRAMS, NOTES, & PANEL SCHEDULE

RICHARD E. KRAM
FLORIDA REGISTRAR
#40787

2

Packet Pg. 626



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: October 24, 2017
FROM: Joseph Forte
SUBJECT: Request for a 90% Lien Reduction on Property Located at 1221
Jarecki Avenue
NUMBER: (ID # 1824)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a 90% Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1221 Jarecki Avenue. The property is currently owned by Thais Properties, LLC who acquired the property in April 2017. The original code enforcement action commenced on September 22, 2014 when the property owner, Exist Strategy, LLC, was notified of the code violation.

The City’s Claim of Lien recorded with the Clerk of the Court for code enforcement action against the property is \$26,614.57. The current balance is \$27,024.97.

The current owners, Thais Properties, LLC, purchased the property in April 2017. Prior to this purchase, the City provided Mr. Cenal who was not only representing the buyer (Thais Properties) but also representing the seller (Exit Realty) all of the information necessary to request a lien reduction prior to the sale of the property. The first application submitted was very confusing and misleading. When the property was inspected on April 11, 2017, it was found to not be in compliance and remained in violation of the codes for which it was initially cited by code enforcement.

Mr. Cenal was then provided all of the paperwork again on June 8, 2017 and informed that because the property was sold prior to addressing the lien, his application would be denied. When the property was sold, the amount of the lien was retained in escrow by the title company. The city requested the money be released at which time Mr. Cenal made another attempt at requesting the lien be reduced.

Three months had passed since I heard from Mr. Cenal when I received another request for a lien reduction on Sept 5, 2017. The application was again not completed correctly so I provided the paperwork again and reminded Mr. Cenal that the recommendation to reduce this lien would be denied. On September 29, 2017 I received the completed application requesting a 90% reduction of the lien.

A site visit to the property on October 11, 2017 found the code violations were corrected and workers have begun to demolish part of the interior. Only a permit for HVAC has been issued.

FISCAL ANALYSIS

Staff has determined the lien associated with this property is for two Special Master hearings and staff processing time of this case are listed below.

Direct expenses to the City include:

Finance Department	$\$13.30 + 35\% \times 2 =$	\$ 36.36
Code Enforcement	$\$19.08 = 35\% \times 4 =$	\$ 103.04
Special Master administrative fine		\$ 250.00
Filing fee		\$ 20.00
Lien Balance		\$26,614.57
Total		\$27,023.97

STAFF RECOMMENDATION:

Deny the request for a 90% reduction in the lien placed upon the property located at 1221 Jarecki Avenue, Holly Hill, FL 32117.

COMMISSION GOAL:

N/A

MOTION:

Deny the request for a 90% reduction in the lien placed upon the property located at 1221 Jarecki Avenue, Holly Hill, FL 32117 and authorize the City Attorney to file formal action to request the money held in escrow by Peer Title, Inc., be released to the City of Holly Hill.

- 1221 Jarecki Request for Lien Reduction (PDF)
- 1221 Jarecki Lien Reduction Review (PDF)

CITY OF HOLLY HILL
CASE # 775364

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Thais Properties LLC

Property Address: 3495 5th Ave N. St. Petersburg FL 33713

Phone number(s) where you can be reached during the day:

_____ cell 813-909-5046

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) _____

Are you claiming financial hardship? ☐ YES ☒ NO

Are you claiming medical hardship? ☐ YES ☒ NO

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Walter Ceñal

Relationship: Manager of Rehabilitation

I, Walter Ceñal, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Upon speaking with code enforcement I promptly had the issues resolved from the long standing case. Although Exit Strategy is at Fault for all of The lien, it now falls upon our shoulders to pay all liens. I am asking for a 90% reduction for a total payoff of \$2,682⁰⁰

Date: 7-27-17

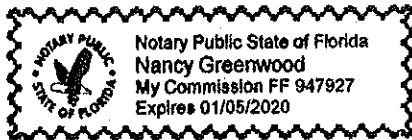
Signed: Walter Ceñal

Print Name: Walter Ceñal

STATE OF Florida
 COUNTY OF: Pinellas

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Walter Cental, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced _____ as identification and did take an oath.

Date: 9/27/17



Nancy Greenwood

Notary Public

My Commission Expires 01/05/2020

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
 CODE ENFORCEMENT DEPARTMENT
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Walter Cenal, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))

1221 Jarecki Ave. Holly Hill FL 32117

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 2,682 for Case No. 775364, and affirm that is hereby designated to act
as my / our authorized agent and to file the attached application for the above stated request and
make binding statements and commitments regarding the request.

Walter Cenal
Owner's Name
[Signature]
Owner's Signature

Owner's Name

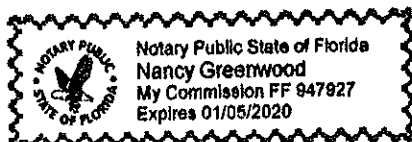
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 27 day of September 2017.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Walter Cenal, who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of September 2017.



Nancy Greenwood
Notary Public in and for the County and State
Aforementioned

My Commission Expires: 01/05/2020

8.2.a

Attachment: 1221 Jarecki Request for Lien Reduction (1824 : Request for a 90% Lien Reduction on Property Located at 1221 Jarecki Ave.)

POWER OF ATTORNEY

I, FRANCK BEAUGENDRE, do hereby appoint Walter Ceñal, as my attorney-in-fact, to act for me and in my name and for my benefit, and to have the power and authority to do and perform acts for the benefit of my individual interests and for my interests in LOTH LLC, Fareic, LLC, Red Oak Investment Properties, LLC and HOME & STONE FLORIDA LLC, or any subsidiary of these companies and for any property owned by such, or in which myself, LOTH LLC, Red Oak Investment Properties, LLC, Fareic LLC or HOME & STONE FLORIDA LLC, or any subsidiary of these companies, have interest in.

My attorney in fact may complete all matters necessary to perform renovation and construction work on any property owned by LOTH LLC, Fareic, LLC, Red Oak Investment Properties, LLC and HOME & STONE FLORIDA LLC including but not limited to the preparation and execution of any drawing, permit, permit application, permit inspection or the hire of any contractor. To perform its task my attorney in fact may discuss and represent the companies with any code enforcement/compliance and construction department or court from any County or City where LOTH LLC, Fareic, LLC, Red Oak Investment Properties, LLC and HOME & STONE FLORIDA LLC owns a house.

This Power of Attorney shall be irrevocable in the event that a court finds that I am either physically and/or mentally disabled. This limited power of attorney may be revoked by me at any time and is set to expire on November 30, 2017.

IN WITNESS THEREOF, I hereby set my hands the 30th day of November 2016.

Witness 1:

Printed name:

MARC VERRIER

FRANCK BEAUGENDRE

Witness 2:

Printed name:

Nancy Greenwood

State of Florida,

County of Duval

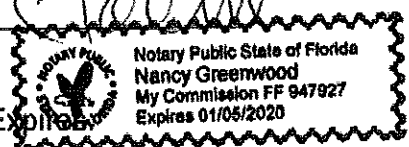
The foregoing instrument was sworn to and subscribed before me this 30th day of November, 2016 by Franck BEAUGENDRE. He/she is personally known to me or ☒ has produced a _____ as identification.

[Notary seal]

Notary Public

Printed Name:

My Commission Expires



The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 1221 Jarecki Ave. The property is currently owned by Exit Strategy Dec 12 LLC..

The original code enforcement action commenced on September 22, 2014 when the property owner, Exit Strategy Dec 12 LLC, was notified of the code violations.

The city's total Claim of Lien recorded with the Clerk of the Court for code enforcement action against this property is \$26,614.57. The current balance is \$27,024.43.

Staff has determined the lien associated with this property is for two Special Master hearing and staff's processing of this case.

Direct expenses to the City include:

Finance Department	$\$13.30 + 35\% (\text{benefits}) \times 2 = \36.46
Code Enforcement	$\$19.08 + 35\% (\text{benefits}) \times 4 = \103.04
Special Master Administrative fine	\$250.00
Filing fee	\$20.00
Lien balance	\$26,614.57
TOTAL	\$27,024.43

Staff Recommendation:

A reduction if granted should be at the discretion of the City Commission.

COMMISSION GOAL:

MEMORANDUM

DATE:

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 00 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **\$27,023.97** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- (1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☒ FAILS
☐ DOES NOT FAIL

Staff Findings: The current owners, Pinnacle Bank, obtained the property through a Certificate of Title following a foreclosure; therefore, the request does not fail the established guideline.

- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☒ FAILS
☐ DOES NOT FAIL

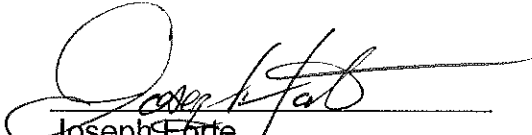
Staff Findings: No title insurance policy was issued when ownership was transferred; therefore, the request does not fail the established guideline.

- (3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS

☒ DOES NOT FAIL

Staff Findings: To the best of staff's knowledge, there has never been a request of the Board of County Commissioners to reduce the lien; therefore, the request does not fail the established guideline.


Joseph Forte
CITY Manager

☐ APPROVED FOR CONSIDERATION BY BCC

☒ DENIED



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: October 24, 2017
FROM: Valerie Manning
SUBJECT: Ordinance 2996 An Ordinance of the City of Holly Hill, Florida, Repealing Ordinance 2988, Which Established a Twelve Month Moratorium on the Growing, Processing, Manufacturing, Distributing, Dispensing and Selling of Medical Marijuana Within the City Limits; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1793)
APPLICANT:
PLANNER:

DISCUSSION:

At the September 18, 2017 workshop with the City Commission, there was consensus to bring forth an ordinance repealing Ordinance 2988, medical marijuana moratorium that was adopted on March 28, 2017.

During the workshop on September 18, 2017, the City Commission decided not to ban medical marijuana treatment centers within the city limits and to consider requests for new medical marijuana treatment centers as a pharmacy for purposes of applying to the city's regulations.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Second Reading of Ordinance 2996 as submitted by staff.

COMMISSION GOAL:

N/A

MOTION:

APPROVE SECOND READING OF ORDINANCE 2996, REPEALING ORDINANCE 2988, WHICH ESTABLISHED A TWELVE MONTH MORATORIUM ON THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTING, DISPENSING AND SELLING OF MEDICAL MARIJUANA WITHIN THE CITY LIMITS.

HISTORY:

10/10/17

City Commission

APPROVED AT 1ST READING

Next: 10/24/17

Vice-Mayor Byrnes opened public participation. No one spoke.

Ordinance No. (ID # 1793)

ORDINANCE 2996 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING ORDINANCE 2988, WHICH ESTABLISHED A TWELVE MONTH MORATORIUM ON THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTING, DISPENSING AND SELLING OF MEDICAL MARIJUANA WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2996

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING ORDINANCE 2988, WHICH ESTABLISHED A TWELVE MONTH MORATORIUM ON THE GROWING, PROCESSING, MANUFACTURING, DISTRIBUTING, DISPENSING AND SELLING OF MEDICAL MARIJUANA WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City adopted a twelve month moratorium on the growing, processing, manufacturing, distributing, dispensing and selling of medical marijuana to allow the Florida Legislature to adopt laws, rules and regulations for the implementation of the recent medical marijuana amendment to the Florida Constitution; and

WHEREAS, the Florida Legislature adopted and the Governor signed new law and it is in effect; and

WHEREAS, pursuant to the new law, the regulation of the cultivating, processing and delivery of marijuana by medical marijuana treatment centers is preempted to the State. The law allows local governments to ban medical marijuana treatment centers from their jurisdiction. If not banned, local governments cannot limited the number of medical marijuana treatment centers within their jurisdiction and any regulation on the location of medical

marijuana treatment centers must be also applied to pharmacies; and

WHEREAS, the City Commission has decided not to ban medical marijuana treatment centers within the City limits and to consider requests for new medical marijuana treatment centers as a pharmacy for purposes of applying the City's regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The City Commission hereby repeals Ordinance 2988.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.

**APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2017,
for second and final reading.**



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: October 24, 2017
FROM: Thomas Harowski
SUBJECT: Resolution 2017-R-69 A Resolution of the City of Holly Hill, Florida, Approving the Vacation of Two Sections of Unopened Right-Of-Way in the Rio Vista Subdivision; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.
NUMBER: (ID # 1815)
APPLICANT: Walt Smyser
PLANNER:

INTRODUCTION:

The applicant is requesting the vacation of rights-of-way between the FEC Railroad and Parque Avenue north of Flomich Street. The rights-of-way have never been opened or improved.

BACKGROUND:

The subject property is owned by Tydir LLC and is located on the west side of Parque Avenue between Flomich Street and Arroyo Parkway. The applicant is proposing development of a warehouse project for the property. The site survey has identified two 50-foot wide rights-of-way that are in the middle of the proposed development. The rights-of-way have never been opened or improved. The rights-of-way were created when the original plat was recorded in 1924. The plat is identified as Hardesty Park, Rio Vista Section B. In order to develop the property according to the proposed plan, the two rights-of-way should be vacated.

DISCUSSION:

The applicant has submitted a plat and legal description for the two rights-of-way proposed for vacation. The rights-of-way serve no apparent purpose under the current comprehensive plan and zoning program and will interfere with the effective development of the subject parcel. There are no current or planned utilities within the designated rights-of-way and the City has no plans to open the rights-of-way for traffic use.

FISCAL

ANALYSIS:

There is no fiscal impact from this action.

RECOMMENDATION:

Staff recommends vacation of the subject rights-of-way.

MOTION:

APPROVE RESOLUTION 2017-R-69, AND APPROVING THE VACATION OF TWO SECTIONS OF UNOPENED RIGHT-OF-WAY IN THE RIO VISTA SUBDIVISION.

ATTACHMENTS:

- Resolution 2014-R-XX Rio Vista Vacation (DOC)
- VAC-2017-01 Location Map (PDF)

Resolution No. (ID # 1815)**RESOLUTION 2017-R-69 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE VACATION OF TWO SECTIONS OF UNOPENED RIGHT-OF-WAY IN THE RIO VISTA SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-69**

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE VACATION OF TWO SECTIONS OF UNOPENED RIGHT-OF-WAY IN THE RIO VISTA SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there currently exists two unopened rights-of-way in the Rio Vista Subdivision that is dedicated to the City of Holly Hill; and

WHEREAS, the retention of these portions of right-of-way interferes with the logical and reasonable development of the adjacent property in accordance with the City's adopted comprehensive plan; and

WHEREAS, the City has determined that it can meet the required maintenance responsibilities with a reduced right-of-way; and

WHEREAS, the City Commission of the City of Holly Hill supports this proposal as it reserves to the public a reasonable right-of-way to provide for all foreseeable public utilities and services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of the City of Holly Hill hereby vacates that portion of the Rio Vista Subdivision as more particularly described in Attachment "A".

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all resolutions made in conflict with this Resolution are

hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2017.

RESOLUTION NO. 2017-R-XX

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE VACATION OF TWO SECTIONS OF UNOPENED RIGHT-OF-WAY IN THE RIO VISTA SUBDIVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there currently exists two unopened rights-of-way in the Rio Vista Subdivision that is dedicated to the City of Holly Hill; and

WHEREAS, the retention of these portions of right-of-way interferes with the logical and reasonable development of the adjacent property in accordance with the City's adopted comprehensive plan; and

WHEREAS, the City has determined that it can meet the required maintenance responsibilities with a reduced right-of-way; and

WHEREAS, the City Commission of the City of Holly Hill supports this proposal as it reserves to the public a reasonable right-of-way to provide for all foreseeable public utilities and services;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

Section 1. The City Commission of the City of Holly Hill hereby vacates that portion of the Rio Vista Subdivision as more particularly described in Attachment A.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

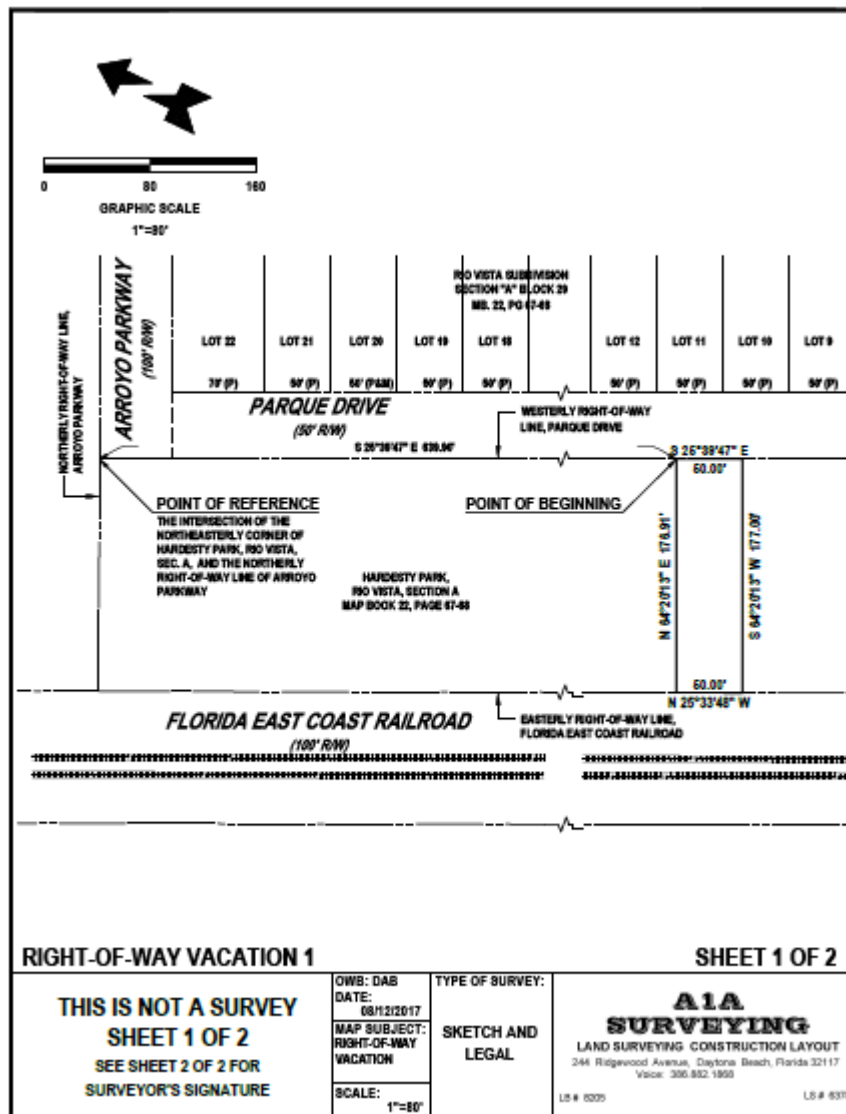
Section 3. That all resolutions made in conflict with this Resolution are hereby repealed.

Section 4. That this Resolution shall become effective immediately upon its adoption.

ATTACHMENT A

Res. 2017-R-xx
8/24/17
Rio Vista Vacation

Attachment: Resolution 2014-R-XX Rio Vista Vacation (1815 : Rio Vista Right-Of-Way Vacation)



Res. 2017-R-xx
8/24/17
Rio Vista Vacation

LEGAL DESCRIPTION: (RIGHT-OF-WAY VACATION 1)

A PARCEL OF LAND BEING A PORTION OF HARDESTY PARK, SECTION A, RIO VISTA ON THE HALIFAX AS RECORDED IN MAP BOOK 22, PAGES 87 AND 88 OF THE RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY CORNER OF HARDESTY PARK, SECTION A, RIO VISTA ON THE HALIFAX AS RECORDED IN MAP BOOK 22, PAGES 87 AND 88 OF THE RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE NORTHERLY RIGHT-OF-WAY LINE OF ARROYO PARKWAY (A 60 FOOT RIGHT-OF-WAY AS NOW LAID OUT) ALONG WITH THE WESTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE (A 60 FOOT RIGHT-OF-WAY AS NOW LAID OUT); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE, SOUTH 25 DEGREES 38 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 639.90 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 25 DEGREES 38 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 64 DEGREES 20 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 177.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 25 DEGREES 38 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 64 DEGREES 20 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 178.91 FEET, RETURNING TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 8,848 SQUARE FEET OR 0.203 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (S 25°38'47" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE (60' RIGHT-OF-WAY), FLORIDA, FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A GEO, INC.

ABBREVIATIONS / LEGEND:

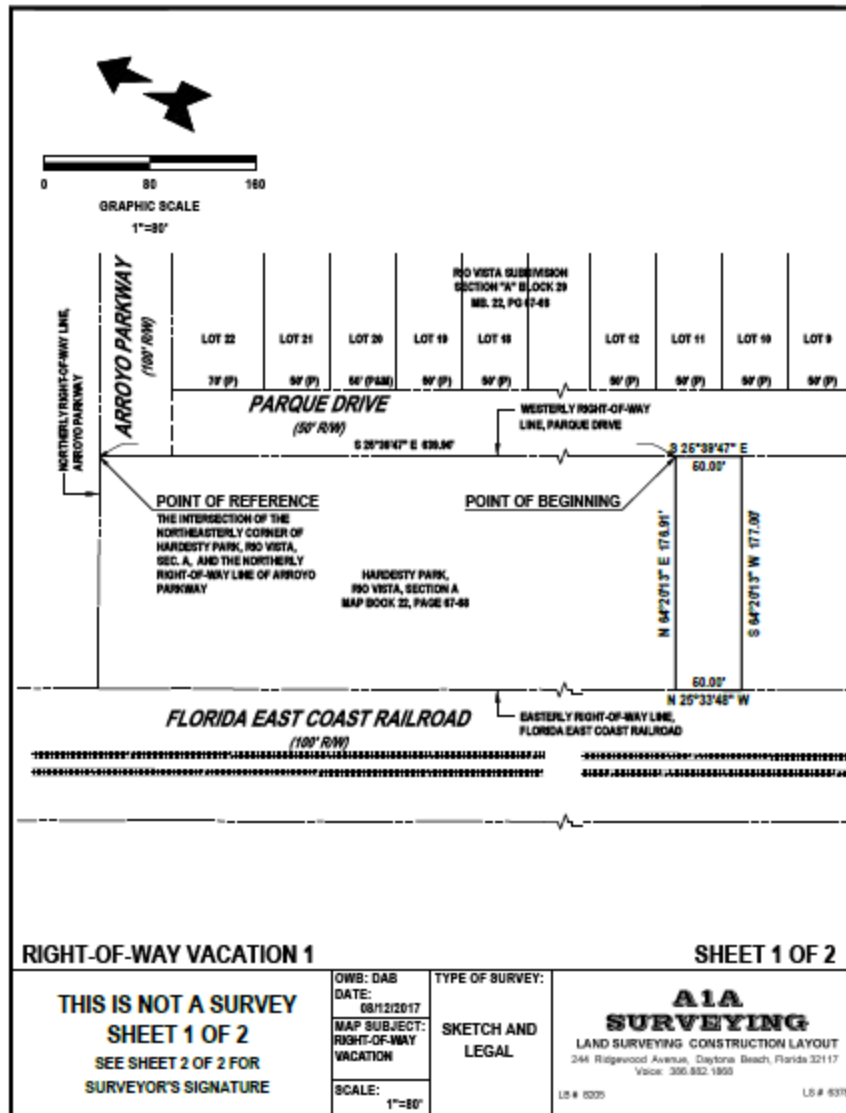
C	CURVE	N/A	NOT APPLICABLE AND/OR NOT AVAILABLE
CH	CH	NAVD	NORTH AMERICAN VERTICAL DATUM
CH BRG	CHORD BEARING	NAD83	NATIONAL GEODETIC VERTICAL DATUM
FL	FLORIDA	NO	NUMBER
L	LENGTH	P.B.	PLAT BOOK
LB	LICENSED BUSINESS	PG.	PAGE
LC	LICENSED CORPORATION	R	RADIUS
LLC	LIMITED LIABILITY COMPANY	R/W	RIGHT-OF-WAY
LS	LICENSED SURVEYOR		
M	MEASURED		

**THIS IS NOT A SURVEY
SHEET 2 OF 2**

 THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 461, FLORIDA ADMINISTRATIVE CODE, AS INCORPORATED INTO SECTION 461.07, FLORIDA STATUTES. 08/12/2017 DAVID McMILLEN NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	O/S: DAB DATE: 08/12/2017 MAP SUBJECT: RIGHT-OF-WAY VACATION SCALE: N/A	TYPE OF SURVEY: SKETCH AND LEGAL	A1A SURVEYING LAND SURVEYING CONSTRUCTION LAYOUT 244 Ridgewood Avenue, Daytona Beach, Florida 32117 Phone: 386.852.1988 LO # 8005 LS # 0378

Attachment: Resolution 2014-R-XX Rio Vista Vacation (1815 : Rio Vista Right-Of-Way Vacation)

Res. 2017-R-xx
8/24/17
Rio Vista Vacation



Res. 2017-R-xx
8/24/17
Rio Vista Vacation

LEGAL DESCRIPTION: (RIGHT-OF-WAY VACATION 2)

A PARCEL OF LAND BEING A PORTION OF HARDESTY PARK, SECTION A, RIO VISTA ON THE HALIFAX AS RECORDED IN MAP BOOK 22, PAGES 87 AND 88 OF THE RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY CORNER OF HARDESTY PARK, SECTION A, RIO VISTA ON THE HALIFAX AS RECORDED IN MAP BOOK 22, PAGES 87 AND 88 OF THE RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE NORTHERLY RIGHT-OF-WAY LINE OF ARROYO PARKWAY (A 60 FOOT RIGHT-OF-WAY AS NOW LAID OUT) ALONG WITH THE WESTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE (A 60 FOOT RIGHT-OF-WAY AS NOW LAID OUT); THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE, SOUTH 25 DEGREES 38 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 2088.90 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 25 DEGREES 38 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 64 DEGREES 20 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 179.38 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 100 FOOT RIGHT-OF-WAY AS NOW LAID OUT); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, NORTH 25 DEGREES 38 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 60.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 64 DEGREES 20 MINUTES 13 SECONDS EAST FOR A DISTANCE OF 179.28 FEET, RETURNING TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 8,828 SQUARE FEET OR 0.206 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE (S 25°38'47" E) ALONG THE EASTERLY RIGHT-OF-WAY LINE OF PARQUE DRIVE (60' RIGHT-OF-WAY), FLORIDA, FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A GEO, INC.

ABBREVIATIONS / LEGEND:

C	CURVE	N/A	NOT APPLICABLE AND/OR NOT AVAILABLE
CH	CH	NAVD	NORTH AMERICAN VERTICAL DATUM
CH BRG	CHORD BEARING	NAD83	NATIONAL GEODETIC VERTICAL DATUM
FL	FLORIDA	NO	NUMBER
L	LENGTH	P.B.	PLAT BOOK
LB	LICENSED BUSINESS	PG.	PAGE
LC	LICENSED CORPORATION	R	RADIUS
LLC	LIMITED LIABILITY COMPANY	R/W	RIGHT-OF-WAY
LS	LICENSED SURVEYOR		
M	MEASURED		

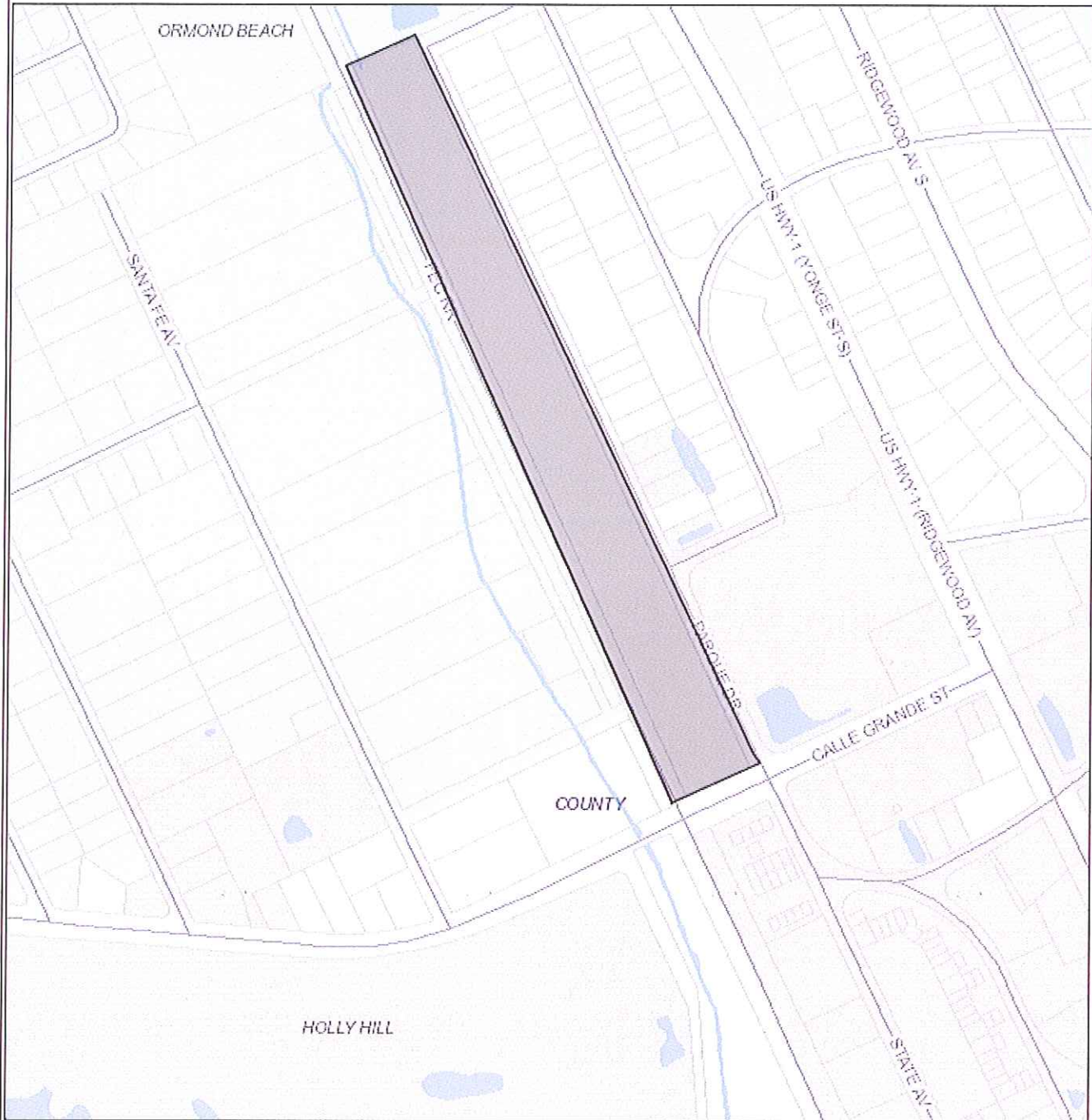
**THIS IS NOT A SURVEY
SHEET 2 OF 2**

 THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 461, FLORIDA ADMINISTRATIVE CODE, AS INCORPORATED INTO SECTION 461.05, FLORIDA STATUTES. 08/12/2017 DAVID McMILLEN NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	O/S: DAB DATE: 08/12/2017 MAP SUBJECT: RIGHT-OF-WAY VACATION SCALE: N/A	TYPE OF SURVEY: SKETCH AND LEGAL	A1A SURVEYING LAND SURVEYING CONSTRUCTION LAYOUT 244 Ridgewood Avenue, Daytona Beach, Florida 32117 Phone: 386.852.1988 LO # 8005 LS # 0378

Attachment: Resolution 2014-R-XX Rio Vista Vacation (1815 : Rio Vista Right-Of-Way Vacation)

Res. 2017-R-xx
8/24/17
Rio Vista Vacation

VAC-2017-01 LOCATION MAP



Scale 1:5,000 - 1 in = 417 ft
 Date Created:
 03-Oct-17 04:07 PM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
 SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: VAC-2017-01 Location Map (1815 : Rio Vista Right-Of-Way Vacation)



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: October 24, 2017
FROM: Mark Juliano
SUBJECT: Emergency Replacement of WWTP Equalization Pump #1
NUMBER: (ID # 1829)
APPLICANT:
PLANNER:

DISCUSSION:

On Monday, October 23rd Equalization Pump #1 at the WWTP failed. This is an emergency purchase request to replace the pump.

There are three pumps, these take suction from the equalization basins and pump to the biological treatment units at as close to a constant uniform rate as the ratio of flow to storage or equalization capacity will permit. During peak flows (in excess of 4MGD) that occur as a result of large storm activity all three pumps are needed to ensure flow through the plant without any influent overflowing the equalization tanks.

The pump is a single source supplied item to ensure it will fit directly into the existing plant piping. The cost to replace the pump is \$25,990.90

FISCAL ANALYSIS:

Funding for this project is available in the Fiscal Year 2017/2018 budget account 400-3020-535-4601.

STAFF RECOMMENDATION:

Approve Single Source purchase of an Equalization Pump from Hydro Services as allowed under section 30-71 of City Code.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE SINGLE SOURCE PURCHASE OF AN EQUALIZATION PUMP FROM HYDRO SERVICES.

- ANPS Equalization Pump Quote (PDF)



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview commerce drive
Debary Florida 32173
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 407-625-1388
Fax: 407-330-3404

TO: City of Holly Hill

FROM: Keaton Heller

ATTN: Charles Davis

EMAIL: kheller@hydraservice.net

DATE: September 21, 2017

PHONE 1-386-248-9463

QUOTE: 170428-2KH

FAX: 1-386-248-9499

REF: IPS Pump Replacement

EMAIL: Cdavis@hollyhillfl.org

ENG FIRM

- 1 ABS Model XFPD201G CB2.3 PE200/6 submersible pump, DRY PIT, 8" discharge, 27 HP, 460 volt, 60 Hertz, 3 phase, with 49' power cords
- 1 5 year full warranty
- 1 Spool Piece to Fit onto Flygt Dry Pit Assembly
- 1 Freight \$250 (included in final sales price below)

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED \$25,990.90 PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS

"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.

ESTMTD DELIVERY: 9-11 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.

THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

NO DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____

Review Date: 9/21/2017

NAME OF PURCHASER

Keaton Heller
REVIEWED BY HYDRA SERVICE PUMP REP.

Attachment: ANPS Equalization Pump Quote (1829 : Emergency Replacement of WWTP Equalization Pump #1)