



AGENDA
Special, Workshop, and Town Hall City Council Meeting
Monday, March 17, 2025, 6:00 P.M.
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. PUBLIC COMMENTS
3. DEPARTMENTAL ITEMS:
 - A. Request to Purchase Police Department Hurricane Shutters *p. 3*
 - B. Request for Lining of Sanitary Sewer Laterals on Penman Road *p. 76*
 - C. Request to Approve Corrected Settlement of the Florida Department of Environmental Protection Second Amended Consent Order 20-0773 *p. 183*
 - D. Request to Approve Piggyback Agreement between City of Neptune Beach and ACON Construction for Senior Center Exterior Repair *p. 214*
4. ORDINANCES
 - A. ORDINANCE NO. 2025-04, SECOND READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 2. Administration, Article VII. Boards and Commissions by Creating Division 4. Finance and Auditor Selection Committee; Providing Codification, Conflicts, Severability, and Providing An Effective Date *p. 229*
5. ADJOURN

WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING

1. CALL TO ORDER / ROLL CALL
2. AWARDS / PRESENTATIONS / RECOGNITION OF GUEST
 - A. Presentation of Certificates to Mayor Bylund and Councilor Horvath for Completion of Institute for Elected Municipal Officials I *p. 270*
3. PUBLIC COMMENTS
4. PROPOSED ORDINANCES / NONE
5. CONTRACTS / AGREEMENTS / NONE
6. ISSUE DEVELOPMENT / NONE
7. PUBLIC COMMENTS

8. COUNCIL COMMENTS
9. ADJOURN

TOWN HALL MEETING
IMMEDIATELY FOLLOWING THE ABOVE WORKSHOP

1. CALL TO ORDER / ROLL CALL
2. PUBLIC COMMENTS – CODE ENFORCEMENT
3. PUBLIC COMMENTS – OPEN TOPICS
4. ADJOURN

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person 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.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statute, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at least 48 hours prior to the meeting.

Residents attending public meetings can use the code **DD14** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



**Special Meeting
Agenda Item #3A
Police Dept. Hurricane Shutters**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Police Department Hurricane Shutters
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 11, 2025
BACKGROUND:	The City of Neptune Beach Police Department headquarters has numerous windows and doors not currently protected from hurricane conditions. First Coast Hurricane Shutters, LLC dba Better Exterior Solutions (BES) has provided a quote of \$32,766.17 to cover all glass doors and windows. Garage bay door coverings will be requested during the FY26 budget process. BES is the manufacturer of these shutters used by clients such as Clay County Sheriff's Office, FDOT and JEA. BES has provided a piggyback contract, serving as a subcontractor to Foresight, in a project for Federal Reserve Bank in Jacksonville. City Attorney has approved use of this contract. Building improvements for Police Department was budgeted in FY25 for \$13,400. The balance necessary for completing this project would require a budget transfer from Public Works General Fund.
BUDGET:	As of 3.11.25, Current Budget FY25 for Police Department Building Improvements (001-1221-521-60-62) is \$13,400 with Budget Remaining of \$13,347.14. Public Works Building Improvements (001-1441-541-60-62) FY25 Current Budget is \$822,970.00 with Budget Remaining of \$746,660.00.
RECOMMENDATION:	Award to First Coast Hurricane Shutters, LLC dba Better Exterior Solutions in the amount of \$32,766.17.
ATTACHMENT:	• Better Exterior Solutions quote • CONB and Better Exterior Solutions piggyback agreement • Foresight and Better Exterior Solutions subcontract

Neptune Beach Police Department Proposal for Rolldown Hurricane Shutters







win

Happy employees

+



win

Happy clients

+



win

Happy community



Happy society



3521 St. Augustine Rd. Jacksonville, FL 32207
BETTEREXTERIORS.COM
Cell Phone: 904 263 3590
dillon@betterexteriors.com

Customer:

Opening	Product	Price
#1	EMS Rolldown (Mechanical)	\$1,366.67
#2	EMS Rolldown (Mechanical)	\$1,366.67
#3	EMS Rolldown (Mechanical)	\$1,366.67
#4	EMS Rolldown (Mechanical)	\$1,366.67
#5	EMS Rolldown (Mechanical)	\$1,366.67
#6	EMS Rolldown (Mechanical)	\$1,366.67
#7	EMS Rolldown (Mechanical)	\$1,366.67
#8	EMS Rolldown (Mechanical)	\$1,366.67
#9	EMS Rolldown (Mechanical)	\$1,366.67
#10	EMS Rolldown (Mechanical)	\$1,366.67
#11	EMS Rolldown (Mechanical)	\$1,366.67
#12	EMS Rolldown (Mechanical)	\$1,366.67
#13	EMS Rolldown (Mechanical)	\$3,217.42
#14	EMS Rolldown (Mechanical)	\$2,281.95
#15	EMS Rolldown (Mechanical)	\$1,366.67

Presented By: Dillon Crews

Opening	Product	Price
#16	EMS Rolldown (Mechanical)	\$1,366.67
#17	EMS Rolldown (Mechanical)	\$1,366.67
#18	EMS Rolldown (Mechanical)	\$1,366.67
#19		
#20		
#21		
#22		
#23		
#24		
#25		
#26		
#27		
#28		
#29		
#30		

Payment Options	
Monthly Investment	\$489.04

Proposal Presented On December 11, 2024	
Credit Card (processing fees included)	\$33,749.15
Total	\$32,766.17

Window and door sizes in inches, this proposal starts at Northwest corner around to Northeast corner in order:

1. 36x60
2. 36x60
3. 36x60
4. 36x60
5. 36x60
6. 36x60
7. 36x60
8. 36x60
9. 36x60
10. 36x60
11. 36x60
12. 36x60
13. 110x96
14. 72x96
15. 36x60
16. 36x60
17. 36x60
18. 36x60

Pictures of Previous Government Agencies

1. Clay County Sheriffs Office



2. Many JEA Locations



3. Governmental Scientific Facility/ Alachua



4. Contract with all DOT Facilities



Warranty & Service

Motorized systems and mechanical roll down shutters need to be deployed and retracted at least once a month, rinsed once a month, and thoroughly cleaned/maintained (dawn soap, rinsed with a traditional non-pressurized hose, lightly spray track with silicone spray, lubricate applicable parts) once every 3 months. These shutters should have a full-service, annual maintenance twice a year that includes open and cleaning all shutter housings, remove any debris, ensure limits on motorized shutter are correctly set, test motors on all motorized shutters to confirm proper functionality, lubricate all applicable parts, thoroughly clean with shutter solution, apply applicable sealants.

Price of maintenance plan to complete the items listed above annually: \$4279.00

All Florida Aluminum Products, LLC. (All Florida) manufactures products designed by Eastern Metal Supply (EMS). EMS engineers and tests all products to meet and exceed necessary code approvals. EMS products are designed using the highest-grade materials and tested to provide years of service and protection. All Florida strives to provide the best products in the hurricane protection industry. Our mission is to always exceed our customers' expectations. All Florida warranties: It's products, under proper installation and use, to be free of any material or workmanship defects for a period of Ten (10) years. This warranty covers only material defects and manufacturing errors it does not include: defects or damages attributed to faulty or improper, installation, normal weathering, corrosion, defects caused by accident, fire, flood, acts of God, vandalism, riot or civil disorder, misuse, abuse by harmful fumes, vapors, solvents chemicals or chemical pollutants in the atmosphere, mildew, building settlement, or structural failures of walls or foundations, or occurrences beyond the manufacturer's control. The slat finish of its products, under proper installation against peeling, flaking, rusting blistering and corrosion for a period of Five (5) years. Normal fading may occur and is not considered a defect. The electric motors, under proper installation and use, to be free of any defects for a period of five (5) years. All Florida warranties the electronic accessories, components, and operable parts under proper installation and use, to be free of any defects for a period of five (5) years. Salt must not be allowed to accumulate on shutters or the warranty on paint, locking mechanism and plastic rollers is voided. All Florida is not responsible for failure due to improper or faulty installation practices. All Florida does NOT provide nor warranty any installation

of its said products. Before using, the customer or any thirdparty users shall determine the suitability of the product for the intended use. The customer assumes all liability in connection therewith. All Florida shall not be liable for any injury, loss or damage, direct or indirect, arising out of the installation of the product, or of the improper use of said products. This warranty does not cover any costs for demolition or repair to service the shutter when the shutters are built-in and not fully accessible. The foregoing warranty is exclusive of, and in lieu of, all other warranties of quality, whether written, oral, or implied. This warranty is non transferrable and shall begin from the date of final invoice to the original resident purchaser/property owner. Any claims for product defects under this warranty should be submitted promptly after discovery in writing to: All Florida Aluminum Products, LLC

Color options available: White, Ivory, Beige, Bronze

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this 10 day of MARCH, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **Better Exterior Solutions**, (“Contractor”), concerning that certain contract with **BETTER EXTERIOR SOLUTION**.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, City of Jacksonville, awarded a bid solicitation through Request for Proposal or Invitation to Bid/Agreement # RFP CW148634 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“NAME OF CITY OR COUNTY Contract”), which is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the Jacksonville Contract except as amended herein; and

WHEREAS, the City of Jacksonville Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the City of Jacksonville Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the City of Jacksonville Contract are incorporated by reference herein.

2. Amendments. The City of Jacksonville the terms of this Agreement. All non-conflicting terms and conditions of the City of Jacksonville Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the City of Jacksonville Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the City of Jacksonville Contract contained in Exhibit “A” shall be incorporated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the VCCDD, Florida and its staff and addresses, as may be required in the awarded City of Jacksonville Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may “act on behalf” of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract,

the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless 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 the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. **Disclosure Requirements for "Foreign Countries of Concern".** CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination

of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF NEPTUNE BEACH:

By:

Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By:

City Clerk

NAME OF CONTRACTOR:

Signature:



Print Name:

Jeffery Neff

Print Title:

President

Attested By:

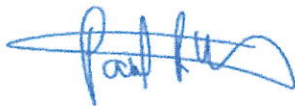


(Signature, Printed Name, Title)

Drew Norman

General Manager

Approved as to Legal Form and Content by:



Vose Law Firm, City Attorney

SUBCONTRACT AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

(Standard Form Private Sector)

SUBCONTRACTOR:	First Coast Hurricane Shutters, LLC dba Better Exterior Solutions
ADDRESS:	3521 St. Augustine Rd. Jacksonville, FL 32207
TELEPHONE:	(904) 902-4999
AGREEMENT NUMBER:	RFP CW148634
SUBCONTRACT PRICE:	\$750,000.00
PROJECT NAME:	Federal Reserve Bank Jacksonville Site Improvements
PROJECT ADDRESS:	800 Water Street, Jacksonville, FL

This Subcontract Agreement (this "Agreement"), is made effective as of 7/9/2024, by and between Foresight Construction Group, Inc., 3917 NW 97th Blvd., Gainesville, FL 32606, "Contractor" and First Coast Hurricane Shutters, LLC dba Better Exterior Solutions, "Subcontractor".

Subcontractor agrees it enters into this Agreement as an independent contractor and Subcontractor further covenants and agrees with the Contractor, as follows:

I. DEFINITIONS:

- (a) In this Agreement, the word "Work" shall mean the work, labor, services, and materials required to be performed by the Subcontractor under this Agreement and reasonably inferable therefrom.
- (b) The word "Owner" shall mean the person, partnership, firm, corporation, municipality, county, or department or agency of the state of general government primarily and originally contracting with the Contractor for the performance of the Work. The "Owner" is Federal Reserve Bank of Atlanta.
- (c) The words "Architect" or "Engineer" shall mean the Architect or Engineer or other representative of the Owner under whose supervision or inspection the Work is required to be done by the terms of the contract between the Owner and the Contractor ("Prime Agreement").
- (d) The words "Building" or "Structure" shall also mean and include outside utilities, sidewalks, landscaping, roads, streets, and other subjects and objects of construction provided for in the Prime Agreement.
- (e) "Completion Date" shall be in accordance with Exhibit D – Contract Schedule
- (f) The word "written" shall mean instructions forwarded by facsimile, email, regular and overnight mail or hand delivered.
- (g) The word "Provide", or variations thereof, shall mean supply and install completely, including all costs for labor, materials, and equipment.

II. THE WORK:

- (a) The Subcontractor agrees to provide and complete the Work required as described in the attached Exhibits and will furnish all labor, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, all required shop drawings, all required samples, and shall, as often as directed by the Contractor, completely clean all Work and surrounding areas and remove all contributing debris to a job site dumpster, and perform all work necessary to complete the items of Work, as stated herein and as described in Exhibits attached hereto and made a part hereof. The Subcontractor assumes toward the

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Contractor all the same obligations and duties that the Contractor assumes toward the Owner under the Prime Agreement. The Subcontractor shall furnish its best skill and judgment in the performance of the Work, perform the Work in a good and workmanlike manner, and perform the Work in an expeditious manner and to cooperate with the Contractor so that the Contractor may fulfill its obligations to the Owner. The Subcontractor shall at all times enforce strict discipline and good order among its employees and the employees of its Sub-subcontractors and suppliers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. The Subcontractor agrees to remove from the performance of the Work any worker or supervisor against whom Contractor or Owner has an objection.

- (b) Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the Contract Documents, it has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor or Owner. Before proceeding with the Work herein, Subcontractor shall conduct a detailed inspection of the Project site to become familiar with local conditions and to correlate actual site conditions with the Contract Documents. By commencing its Work, Subcontractor accepts the surface and substrate on which the Work is to be placed and all adjacent work of earlier subcontractors and other areas that interface with or connect to the Work or otherwise affect Work. The Subcontractor shall take such measurements as will ensure the proper matching and placement of the Work under this Agreement and Subcontractor is otherwise responsible for compliance with the intent of the plans and specifications. The Subcontractor shall within 1 day of discovery notify Contractor and the Project Architect of any unacceptable conditions or deviations from contract requirements affecting its Work and shall notify Contractor of any discrepancies or conflicts in the Contract Documents before performing its Work and shall be responsible for any costs resulting from its failure to do so.
- (c) Subcontractor shall prepare and submit to Contractor such shop drawings required by the Contract Documents or as may be necessary to completely describe the details and construction of the Work. Approval of these shop drawings by Owner, Contractor or the Project Architect will not relieve the Subcontractor of its obligation to perform the Work in accordance with the requirements of the Contract Documents. Failure on the part of the Subcontractor to secure approval of Shop Drawings meeting the intent of the plans shall not justify delay in delivery or performance under this Agreement.
- (d) If the Project Architect, Owner, or Contractor considers it necessary or advisable that covered Work be inspected or tested, Subcontractor shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Subcontractor 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 the Contractor shall be entitled to set off such costs against Subcontract Price. If Subcontractor's Work is not defective and Subcontractor did not cover up Work prior to initial required inspection by Project Architect, Contractor, or government agency, Subcontractor will be reimbursed for the cost of uncovering and replacing the Work, provided that Contractor's receipt of such reimbursement from Owner shall be a condition precedent to Contractor having to reimburse Subcontractor.
- (e) If the Contract Documents (a) specifically require the Subcontractor to procure design services, or (b) specify design or performance criteria, the Subcontractor shall provide those design services necessary to satisfactorily complete the Work. As permitted by the laws in the jurisdiction where the Project is located, the Subcontractor shall procure such services and any necessary certifications from licensed

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design professionals. The signature and seal of Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by the Subcontractor's design professional. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, or approvals performed by the Subcontractor's design professional.

- (f) The Subcontractor shall schedule all required tests, approvals and inspections of the Work at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals, and inspections. Except as otherwise provided in the Contract Documents the Subcontractor shall bear all expenses associated with tests, inspections, and approvals required of the Subcontractor by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Subcontractor shall also be responsible for any reinspection costs, retesting costs, repair work, or other costs associated with correcting Work. Required certificates of testing, approval, or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to the Contractor.

III. CONTRACT DOCUMENTS:

- (a) Other than those changes authorized pursuant to Article VIII herein, the terms of this Agreement shall be modified only in writing in a manner approved by Contractor and mutually agreed to by the parties. Any modifications to the original terms of this Agreement that are not made in accordance with this paragraph shall be invalid.
- (b) "Contract Documents" consist of this Agreement, the conditions of the contract (general, supplementary and other conditions), Exhibits attached hereto, the drawings, the specifications, conditions, all addenda thereto issued prior to the execution of this Agreement, and subsequent modifications thereto, and the Prime Agreement.
- (c) The Contract Documents, including the drawings, plans, schedule, specifications, conditions, and addenda thereto and the Prime Agreement shall be kept on file in the office of the Contractor and shall be considered as Exhibits to this Agreement. Work shown on drawings, though not mentioned in specifications, or described in specifications and not shown on drawings, shall be executed as part of this Agreement, and said drawings or specifications shall be construed as supplementing one another. In the event of conflict in the Contract Documents, this Agreement shall prevail.
- (d) The Subcontractor acknowledges receipt of one complete set of Contract Documents, in pdf format, for the Project. The Subcontractor acknowledges that it has read the Contract Documents which are applicable to the Work and agrees to comply with and perform all provisions thereof. The Subcontractor acknowledges and agrees that the Contract Documents are adequate and sufficient to provide for the performance and completion of the Work.

IV. SUPERINTENDENCE:

- (a) Supervision - The Subcontractor shall provide field (on-site) supervision through a named superintendent for each trade included in the Agreement. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its Work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years and must be fluent in the English Language. The Subcontractor shall include a resume of experience for each employee identified by Subcontractor to supervise and schedule its Work.

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- (b) Subcontractor shall provide technical services, as required or specifically specified to affect the operation of equipment and/or material furnished under this Agreement, including performance of specific testing, if any, and shall instruct the Owner's personnel in the operation, maintenance and control of such equipment.

V. MATERIAL AND WORKMANSHIP:

- (a) All Work shall be done to the final approval of the Architect, Engineer, or Contractor and their decision as to the performance of the Work in accordance with the plans and specifications and the true constructive meaning of the plans and specifications shall be final, subject to the limits stated in the Contract Documents.
- (b) The Subcontractor must agree to perform no less than 100% of the Work utilizing its own employees. Subcontractor shall not subcontract or assign any portion of the Work without the Contractor's prior written approval of the sub-subcontractor or assignee. Subcontractor shall provide safe and sufficient facilities at all times for inspections of the Work by the Contractor, the Owner, the Architect/Engineer, or their authorized representatives.
- (c) Should the Owner, Architect/Engineer or Contractor condemn or reject any Work and/or materials to be furnished under this Agreement, the Subcontractor shall within (24) hours after receiving written notice from the Contractor of such determination, proceed promptly to take down all portions of the Work and remove from the grounds and buildings all materials whether worked or un-worked, which is subject to condemnation or rejection, and shall promptly restore all such Work in accordance with the Contract Documents and to repair and/or restore other work damaged or destroyed by Subcontractor in removing or repairing the condemned or rejected Work.
- (d) Subcontractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Architect/Engineer to illustrate the Work to be done.
- (e) Subcontractor recognizes hazards related to asbestos, PCB's, volatile organic compounds (VOCs), and hazardous waste materials, and agrees to exercise its best skill and judgment in prevention of such hazards. Subcontractor acknowledges and accepts the requirements related to those materials in the Contract Documents. Subcontractor agrees not to dispose of any hazardous waste, PCB's or VOC's, including but not limited to paints, solvents, cleaning compounds, degreasers, paint thinners, or any other associated products and their respective containers in any dumpster(s) unless specifically designated for such purpose. Subcontractor agrees to physically remove any products/containers mentioned above from the dumpster(s) should the products/containers be disposed of improperly. All handling and haul-off and disposal of debris and hazardous waste generated by or resulting from this Scope of Work shall be by Subcontractor in accordance with the Contract Documents and all laws. Subcontractor's Work shall be directed and supervised by a competent person as defined by OSHA. Such competent person shall have a thorough knowledge of OSHA regulations and shall be present at the Project site at all times that Subcontractor's Work is in progress.

VI. PROGRESS AND COMPLETION:

- (a) Time is of the essence. By signing this Agreement, Subcontractor agrees that it has reviewed the Contract Schedule, which has been incorporated into this Agreement, and confirms without reservation that it has the ability and resources to comply with it without change to the Subcontract Price.
- (b) The Contractor shall coordinate the schedule of the Work and, unless otherwise expressed or provided by Contractor, the Subcontractor shall begin Work covered by this Agreement as soon as the Project is ready for such Work, or immediately upon verbal or written notice by the Contractor, and shall carry on the Work efficiently and at a speed that will not cause delay in the progress of the Contractor's work or

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other branches of the work carried on by other Subcontractors.

- (c) Subcontractor shall at all times supply adequate tools, appliances and equipment, and shall also at all times supply and promptly pay for a sufficient number of properly skilled workmen and a sufficient amount of materials and supplies of proper quality to efficiently and properly prosecute said Work in accordance with the Contractor's progress schedules and in order to achieve a Project Completion Date established by the Contractor with due consideration that other work is dependent upon the Work of this Agreement for proper completion. On the date Subcontractor commences work on the Project, Subcontractor shall submit to the Contractor a resource loaded schedule, identifying the number of workers and heavy equipment, if any, that Subcontractor intends to utilize on the Project throughout the Contract Schedule; Subcontractor's failure to do so serves as a complete waiver of any claim for acceleration, impact, delay or any other time or productivity related costs and expenses.
- (d) The Subcontractor is to employ workmen who will at all times work in harmony with those employed by the Contractor and other subcontractors on the job site, and should the Contractor's or Subcontractor's Work for any reason be stopped or delayed, affecting the Project schedule, due to the Subcontractor not having proper workmen to execute this Agreement, including, but not limited to a work stoppage resulting from a labor dispute, then the Contractor shall have the right, immediately, to contract with additional forces necessary to complete or advance the requirements of this Agreement who will work in harmony with the employees of the Subcontractor, Contractor, and other subcontractors, and the cost of completing or advancing the requirements of this Agreement shall be charged to the Subcontractor.
- (e) If the Subcontractor becomes delinquent in the progress of the Work to be done under this Agreement, the Subcontractor shall, at its own cost and without reimbursement, take such steps as necessary to improve the rate of progress, including increasing the number of labor forces, number of shifts and/or overtime operations, days of work, amount of plant or other remedies and to submit for approval an outlined schedule demonstrating the method under which the required rate of progress will be regained, without additional cost to the Contractor. The Contractor may upon reasonable notice, require the Subcontractor to stop, accelerate or re-sequence the Work; and such stop, acceleration or re-sequencing shall not entitle Subcontractor to additional time or compensation. Nothing in this Section shall alter Subcontractor's responsibility for delays as set forth in Article IX.
- (f) Subcontractor recognizes that a certain amount of bad weather will be experienced during the Project and understands that the Subcontract Price and Subcontractor's requirement to comply with the Project schedule contemplates typical weather expected during the performance of the Work. Accordingly, Subcontractor shall not be entitled to a time extension due to bad weather unless such bad weather exceeds the measurements reflected in the ten-year historical records.
- (g) Contractor may direct Subcontractor to work overtime if deemed necessary to keep up with the job progress schedule. If the commencement or progress of the Subcontractor's work is delayed, suspended, disrupted, hindered, made less efficient or less productive, or accelerated without the fault or responsibility of the Subcontractor, the Subcontractor may, as its sole remedy, be entitled to an extension of time, but only if and to the extent, if any, obtained by the Contractor under the Prime Agreement.
- (h) If the commencement or progress of the Work is delayed, suspended, disrupted, hindered, made less efficient or less productive, impacted, or accelerated, for any reason, any force majeure events, whether foreseen or unforeseen, without the fault or responsibility of the Subcontractor or its lower tiers ("Impacts"), the Completion Date may be extended by change order, but only if (i) the Subcontractor or its lower tiers have not caused or contributed to the Impacts in any manner, (ii) the Subcontractor has not otherwise concurrently delayed the progress of the Work or the Contractor's work, (iii) the Subcontractor has taken all necessary steps, in Contractor's discretion, to mitigate the Impacts, (iv) the Subcontractor has provided written, detailed, notice and all backup to Contractor within three (3) days of

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the occurrence of the event causing the Impacts, and (v) Contractor receives an extension of time for the specifics situation from the Owner under the Contract Documents. Any claim for an extension of time not made in accordance with the time requirement of the preceding sentence shall be deemed waived. Notwithstanding anything contained herein, extensions of time shall be Subcontractor's sole remedy for any and all Impacts. Subcontractor understands that this section reduces Subcontractor's remedies for Impacts and allocates such risk to the Subcontractor. Subcontractor accepts said risk and has bid this Project accordingly. The Contractor's failure to respond to Subcontractor's notice pursuant to this Section shall be deemed a denial of the Subcontractor's claim. Notwithstanding the foregoing, in agreeing to the Completion Date, the Subcontractor has taken into consideration ordinary, seasonal weather events such as rain, wind, snow, ice, heat, and other weather-related events that may occur at and around the Project site during the performance of the Work and weather events that may occur elsewhere and affect the performance of the Work. As a result, the Subcontractor agrees that it shall not request a change order and shall not be entitled to an increase in the Subcontract Price or Completion Date, and hereby waives all claims related to same, due to ordinary, seasonal weather-related events.

VII. MUTUAL RESPONSIBILITY:

- (a) The quantity and scope of Work required herein is directed by the whole of the Contract Documents, and the Subcontractor acknowledges its requirement under this Agreement to coordinate its Work with materials and/or equipment to be furnished by others to ensure a completely compatible and fully functioning system. Accordingly, the Subcontractor shall review the fabrication drawings and the product data of all items, including work items performed by other Subcontractors, requiring integration, compatibility and functionality with the Work required hereunder.
- (b) The Subcontractor shall review the work performed by others to which the Subcontractor's Work is to be applied and shall notify the Contractor of any known defect or condition detrimental to proper procedures, prior to the commencement of its Work; otherwise, it shall be deemed that the Subcontractor has accepted the conditions of such surfaces and shall be liable for all consequences resulting there from.
- (c) Subcontractor shall be liable for any damages to adjacent surfaces or work performed by others caused by Subcontractor's Work, either accidentally or through negligence, including damages resulting from Subcontractor's cleaning of adjacent surfaces or work areas.
- (d) The Contractor may make available within reasonable limits, temporary services for the benefit of Subcontractor, consisting of sanitary toilet facilities, water, 110-volt electric service and litter containers. Litter containers shall not be utilized for the deposit of scrap or waste construction materials. Subcontractor hereby warrants to constantly maintain proper housekeeping controls of construction debris and litter arising from his operations and shall clean all debris and foreign material contributory to his operation daily.
- (e) Storage areas for the use of the Subcontractor shall be designated by the Contractor and no material or equipment shall be stored by the Subcontractor except in areas approved by the Contractor. Such storage areas shall be maintained orderly by the Subcontractor.
- (f) The Subcontractor shall provide layout and staking required to perform and complete the Work. Subcontractor shall protect and maintain all existing benchmarks, monuments and reference points during the operation of its Work. Subcontractor shall provide timely layout information (size, location, etc.) to the Contractor for all openings, penetrations, sleeves, housekeeping pads, transformer pads, etc., for incorporation into the Work.
- (g) The Subcontractor shall perform all cutting, fitting, patching, sleeving, grouting and sealing of its Work that may be required to fit it to, receive, or be received by the Work of others shown upon, or reasonably implied, by the Contract Documents.

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- (h) Subcontractor understands that approved submittals for this scope of Work are critical to the progress of this Project. Subcontractor will take all necessary measures to expedite the complete submittal package. All submittals are due into Contractor's office on the earlier of within 10 days of the execution of this Agreement or the dates outlined in the Contract Schedule.
- (i) Subcontractor shall fully coordinate each aspect of this scope of Work as it relates to other trades, including rough-in locations, routing, sequencing, power requirements, interlocking, etc. It is fully the intent of this requirement that such coordination, to the greatest extent possible, occur prior to installation dates indicated by the Project schedule. Subcontractor shall advise the Contractor in writing of any conflicts.
- (j) As part of the communication and coordination process on this Project, it is mandatory that two weeks prior to mobilizing on-site and while working on site, Subcontractor shall provide a representative authorized to make commitments on behalf of Subcontractor for matters pertaining to this Project at the scheduled weekly job site meeting.

VIII. CHANGES:

- (a) In the event the Contractor requests the Subcontractor to review a proposed modification to the Project which may affect the Work, the Subcontractor shall respond in writing within three (3) days after receipt of such request, or other reasonable time limits as the parties may agree, stating the effect of the proposed modification upon its performance including details of cost and time thereof.
- (b) The Contractor may at any time, without notice to Subcontractor's surety ("Surety"), by written order designated or indicated to be a change order, make any change in the Work within the general scope of this Agreement.
- (c) No verbal authorizations or agreement will be recognized. In no event shall Subcontractor proceed with changed or extra work without a written order for extra work signed by the Contractor's Project Manager. Contractor shall not be liable for costs incurred or delays encountered in the performance of such work without such written order.
- (d) Additions to or changes in this Agreement shall be made only upon written order approved and signed by the Contractor's designated Project Manager; Contractor's Superintendent does not have authority to modify this Agreement either verbally or in writing. Should the parties hereto be unable to agree as to the value of such Work to be added or omitted, the Subcontractor shall proceed under the written order of the Contractor from which order the stated value of the Work shall be added or omitted, and the determination of the value of such Work shall be determined under the claims procedures outlined in this Agreement.
- (e) For any additional costs due to changes in the Work, compensation to Subcontractor shall be limited to the lesser of (i) an allowance for overhead is limited to 10% on own forces, sub-subcontractor, and supplier costs plus an additional 5% profit, or (ii) as allowed by Prime Agreement.
- (f) Subcontract Price is not subject to any escalation whatsoever for the entire actual duration of the Project. Subcontractor has included, as part of the Subcontractor Price, all potential and actual escalation costs and impacts of escalations. The Subcontractor Price in this Agreement includes all costs associated with any material, labor or equipment escalation and impacts of escalations for the entire actual duration of the Project.
- (g) The Contractor may issue a written Interim Directed Change directing the Subcontractor to proceed with the Work in question. The Subcontractor shall perform the work that is set forth in the Interim Directed Change and shall submit its direct, verifiable and fully substantiated costs for the resulting change, beginning with its next regularly scheduled application for payment submitted after the issuance of the Interim Directed Change. If there is a dispute as to the cost, the Contractor shall pay the Subcontractor

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any undisputed amounts. In such event, the Parties reserve their rights as to the disputed amount. Compensation to Subcontractor shall be limited to the lesser of (i) an allowance for overhead is limited to 10% on own forces, sub-subcontractor, and supplier costs plus an additional 5% profit, or (ii) as allowed by Prime Agreement. If and when the Parties agree upon an adjustment in Subcontract Price or Completion Date, such agreement shall be reflected in a Change Order. Any dispute between the Contractor and the Subcontractor related to the Interim Directed Change shall not constitute grounds for the Subcontractor to either postpone commencement of the Work or any portion of the Work or refuse to perform the Work or any portion of the Work.

IX. DELAYS:

- (a) Subcontractor recognizes and agrees that a natural consequence of its delay of the Project schedule (a per se material breach of this Agreement) would be the Owner's claim for delay damages against the Contractor, including, without limitation, liquidated damages, other subcontractor claims for delays against the Contractor, as well as, additional costs incurred by the Contractor, including but not limited to extended general conditions. Accordingly, Subcontractor shall assume liability for such damages and claims resulting in whole, or in part, from Subcontractor's delay of the Project schedule. In no way shall this provision be deemed to limit Subcontractor's liability for its breach of this Agreement.

X. TERMINATION FOR DEFAULT:

- (a) Should the Subcontractor in the opinion of the Contractor:
1. fail to timely correct, replace and/or re-execute faulty, defective or otherwise rejected Work and/or materials furnished under this Agreement;
 2. fail to complete or diligently proceed with the Work required in this Agreement within the time constraints required herein;
 3. fail to comply with any local, state or federal laws or regulation, requirements of authorities having jurisdiction over the Project, or the requirements of Article XIII "Regulatory Compliance", including a failure to obtain and maintain at all times any necessary local, state or federal permits, licenses, or insurance;
 4. fail to provide an adequate labor force or the proper quantity of materials so that the performance of the Work by the completion date is not, in the opinion of the Contractor, reasonably probable;
 5. fail to correct or repair any damage to Work caused by Subcontractor;
 6. fail to reasonably protect the Work or the work of others;
 7. fail to provide safe and sufficient facilities, orderly premises and the cleanup of the Work required under this Agreement;
 8. be unable to proceed with the Work because of any action by one or more employees of the Subcontractor or by a person or labor organization supporting or attempting to represent any employees of the Subcontractor;
 9. becomes insolvent; file a voluntary petition in bankruptcy, obtain an order for relief under Section 301 of the Bankruptcy Code, file any petition or fail to contest any petition filed against it seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief for debtors, seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its property or assets, or make an assignment for the benefit of creditors; or
 10. otherwise materially breach the terms of this Agreement

then Contractor shall notify the Subcontractor in writing that Subcontractor is in default of the terms and conditions of this Agreement. If Subcontractor does not remedy the default within seventy-two (72) hours to the satisfaction of the Contractor, then the Contractor shall have the right, but not the obligation, to (i)

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at Subcontractor's expense, supplement the Subcontractor's forces to perform all or part of the Work, (ii) use all funds due to Subcontractor on this Project or any other project to pay Subcontractor's bills and discharge Subcontractor's obligations, (iii) issue a deductive change order to eliminate portions of the Work, (iv) take any other action which the Contractor deems reasonable under the circumstances; and/or (v) terminate the Subcontractor and to correct, replace and/or re-execute any faulty, defective, damaged or rejected Work, take over the Work required by this Agreement, or any portion thereof, with all materials, tools and appliances of the Subcontractor on the premises and complete the Agreement, or any portion thereof, charging any cost incurred thereby to the Subcontractor.

- (b) Subcontractor and its Surety, if any, shall be liable to Contractor for all losses, damages, expenses, court costs, and attorney fees, including those incurred through mediation, litigation, arbitration, bankruptcy proceedings or appellate proceedings, in the prosecution or defense of any action, proceeding, or suits incurred by the Contractor as a result of a dispute involving this Agreement.
- (c) All costs, expenses, and fees incurred by Contractor, as a result of termination for default, shall be deducted from and set-off against any monies the Contractor otherwise owed Subcontractor for Work properly and timely completed pursuant to this Agreement or any other agreement Subcontractor has with Contractor. In the event unpaid monies are not sufficient to offset all additional costs, expenses, and fees, Subcontractor shall be immediately liable to Contractor for such deficiency.

XI. TERMINATION FOR CONVENIENCE

- (a) Any provisions hereof to the contrary notwithstanding, Contractor shall have the right to terminate this Agreement without cause at any time by giving Subcontractor three (3) days written notice thereof. Upon receipt of such notice, Subcontractor shall suspend performance of the Work and make every reasonable effort to prevent incurrence of any further costs; provided, however, in connection with such termination, Subcontractor shall perform such acts as may be necessary to preserve and protect all existing Work of the Project. Upon such termination for convenience, Contractor shall, subject to any set-offs it may have, pay Subcontractor (i) all retainages, if any, earned by Subcontractor except retainages as to any subcontracts assumed by Contractor hereunder (ii) a sum of money equal to the Work performed hereunder by Subcontractor for which payments have not theretofore been made hereunder, (iii) all other termination costs reasonably and unavoidably incurred by Subcontractor; and (iv) the pro rata portion of Subcontractor's anticipated profit for the Work performed. After a termination of this Agreement pursuant to this provision, if requested by the Contractor, Subcontractor shall assign all of its sub-subcontracts and purchase orders covering the unperformed parts of the Work; failure to do so would result in Subcontractor's liability for any completion costs in excess of Subcontractor's unassigned subcontracts and purchase orders. In the event of such termination, Subcontractor shall not be entitled to anticipated profits on any Work not yet performed or any projected savings or to other damages.
- (b) If this Agreement is not duly and properly executed by the Subcontractor and returned to Contractor within seven (7) days of receipt, then it may, upon written notice by the Contractor be withdrawn by the Contractor.

XII. CLAIM-DISPUTES:

- (a) Subcontractor shall submit in writing to the Contractor all claims for an increase in the Subcontract Price, extensions of time, damages for delay, or any other modification to the Agreement within the time requirements dictated by the Prime Agreement or within 3 days from the date the Subcontractor first became aware of the condition or situation from which such a claim would arise, whichever is earlier. Subcontractor's failure to give such timely written notice constitutes a complete waiver of any right it may have otherwise had to such a claim.

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- (b) Except as otherwise provided in this Agreement, notwithstanding any dispute concerning a question of fact arising under the Agreement, Subcontractor shall nonetheless carry on the Work and maintain the progress schedule, even during any mediation or legal proceeding, unless otherwise agreed in writing by the parties hereto.
- (c) Any claim, dispute or other matter in question between the Contractor and the Subcontractor relating to this Agreement, shall be governed by the laws of the State where the Project is located.
- (d) Subcontractor shall be liable to the Contractor for all costs, expenses, and attorney's fees that the Contractor or its surety incurs as a result of any legal action between the Subcontractor and its sub-subcontractors and/or suppliers relating to this Agreement into which the Contractor or its surety is summoned as a party.
- (e) Dispute resolution shall proceed in accordance with the procedures described in the Prime Agreement. As a condition precedent to the filing of any suit or other legal proceedings relating to this Agreement, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the Contractor shall select the mediator who, if selected solely by the Contractor, shall be a mediator certified by the Supreme Court of state in which the mediation shall take place. The mediator's fee shall be paid equally by each party to the mediation.

XIII. REGULATORY COMPLIANCE:

- (a) Subcontractor shall comply with requirements of the conditions of the Agreement and the requirements of the Prime Agreement, and the same are incorporated herein by reference.
- (b) The Subcontractor shall comply with all municipal, state and federal laws and ordinances, where the same may apply to said Building or Structure or affect the Work.
- (c) The Subcontractor shall comply with the Williams-Steiger Occupational Safety & Health Act of 1970, including all amendments to date, and the General Safety Rules and Regulations of the Construction Industry as currently required by the governing authorities having jurisdiction sub-subcontractors thereof, all safety rules required by the Contractor and such other local, state or federal Labor laws as may be applicable.
- (d) Subcontractor shall comply with the requirements of the State and Local Building Departments and comply with all other local, state or federal laws and ordinances and give proper authorities all requisite notices relating to the Work and to procure and pay for all necessary official licenses or permits to carry on the Work.
- (e) It is agreed that Federal and State Tax Laws and Unemployment Compensation Laws are a part of this Agreement and Subcontractor agrees to comply therewith.
- (f) Subcontractor acknowledges that it has been advised that Contractor does not tolerate any verbal, physical, visual or sexual harassment on its jobsites or in its offices. If Subcontractor or any of its employees or that of its sub-subcontractors are found in violation of any government regulations with regard to harassment of any type, Subcontractor within twenty- four (24) hours written notice, will bring itself back into compliance with this paragraph to the satisfaction of the Contractor and any affected government entity or will be in immediate default of this Agreement.
- (g) Subcontractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration and Control Act of 1986, and Florida Statutes Sections 448.09 and 448.095, including, but not limited to, all required employment and identity verification procedures and record keeping requirements. Subcontractor, at its own expense, shall ensure that all workers working on the Project, including the workers of all Sub-subcontractors (of any tier), are verified

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as eligible and legally authorized for employment pursuant to applicable Federal and State laws and regulations. Subcontractor shall perform or cause to be performed the verification of eligibility for employment of all of its workers on the Project by using the E-Verify system operated by and available through the U.S. Department of Homeland Security. In the event the Subcontractor fails to comply with the requirements of this Section, Subcontractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Contractor for all penalties, fines, audit costs, charges, attorneys' fees, assessments, claims, demands, actions, or causes of action by the United States Government, The Florida Department of Law Enforcement, the Attorney General, the state attorney in the circuit in which the new employee works, the statewide prosecutor, or the Florida Department of Economic Opportunity, or by any other entity or person resulting from Subcontractor's failure to comply with the requirements of this Section. Subcontractor's failure to comply with the requirements of this Section shall be a material breach of the Agreement entitling Contractor to, in addition to all other remedies, terminate the Agreement for cause. Contractor shall not be liable to Subcontractor for any additional costs, impacts, delays, or delay damages, and Subcontractor shall not be entitled to an extension of the Contract Time or Subcontract Price for delays, arising out of or related to labor scarcity, if any, caused by compliance with Florida Statutes Sections 448.09 and 448.095.

- (h) Subcontractor shall be responsible for the creation and retention of all employment records or documents required by law, including but not limited to: time and payroll records for all employees of Subcontractor performing labor; and Employment Eligibility Verification Form (I-9) for all Subcontractor employees working on the premises. The I-9 Form shall be used by Subcontractor to verify that persons employed by Subcontractor are eligible to work in the United States.
- (i) Subcontractor agrees that it will perform self-audits of its I-9 compliance on no less than an annual basis as measured from the date of execution of this Agreement, and Subcontractor agrees that it shall certify in writing to Contractor that it has completed its I-9 self-audit and resolved any problems or deficiencies identified in the course of said audit.
- (j) Subcontractor agrees to allow a third party to enter onto its company premises and/or worksite to participate and make available the necessary documentation as requested by the third party in their efforts to conduct a random unannounced Immigration / I-9 Audit as would be conducted by an agent of the Department of Homeland Security, the division of Immigration Customs Enforcement (ICE). The Audit will be paid for by Contractor and conducted under the direction of the Contractor as a compliance measure in support of and/or under the intent of this Agreement. Subcontractor agrees, to the fullest extent permitted by law, to indemnify and hold Contractor and third party harmless from all liability for interest and penalties which may be assessed against Contractor or the third party as a result of such Audit.
- (k) Subcontractor agrees and understands that once the Immigration / I-9 Audit Report has been provided to Subcontractor, it will have the responsibility to further investigate the matter and take appropriate steps within the meaning and intent of this Agreement to ensure that Subcontractor is in compliance with said Agreement.
- (l) Subcontractor will not allow any of its agents or employees to perform services on behalf of Contractor or enter upon the premises unless said persons are legitimately entitled to work according to the laws of the United States.
- (m) In the event of Subcontractor's violation of the above, Subcontractor agrees to bear all cost associated therewith and shall hold the Contractor harmless from any actions arising from such violations and will reimburse the Contractor for any fines, penalties and assessments imposed by any governmental agency resulting from a violation by the Subcontractor.

XIV. INDEMNITY AND INSURANCE:

(a) The Subcontractor is to secure, pay for and file with the Contractor, certificates for:

1. Workmen's Compensation and Employer's Liability Insurance - \$500,000 Each Accident, \$500,000 Disease-Each Employee and \$500,000 Disease-Policy Limit. Subcontractor shall have policy endorsed to waive the insurer's rights of subrogation in favor of Contractor, Owner and their officers and employees. Subcontractor shall provide insurance for statutory obligations imposed by law including, where applicable, coverage under United States Longshoremen's and Harbor Workers' Act and Jones Act. (if applicable, Defense Base Act for those employees working on a U.S. Military installation outside of the United States, including, if applicable, maritime coverage endorsement, with a \$500,000 policy limit.) In the event that Subcontractor contracts with an employee leasing company and does not have a Worker's Compensation Policy in its own name, Subcontractor guarantees that all persons providing services under this contract including all officers, supervisors, support staff and laborers for the Subcontractor are employees of the employee leasing company listed as the insured on the insurance certificate provided to Contractor. Subcontractor will cause employee leasing company to provide to the Contractor a list of all employees utilized by the Subcontractor that are employed by the leasing company. Leasing company is to provide an updated list to the Contractor any time an employee is added to or deleted from that list. Subcontractor further guarantees that if it is utilizing an employee leasing company that it has not hired sub-subcontractors or independent contractors to provide services on this Project. Subcontractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Contractor from any Worker's Compensation Claims arising from work under this contract, including all attorneys' fees, and all other costs associated with such claim.
2. General Liability - \$1,000,000 each occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. Policy to be on a "Per Project" general aggregate basis listing Contractor, Owner and their officers and employees as Additional Insureds for on-going and completed operations per an endorsement at least as broad as ISO's Form CG 2010 1185 or a combination of ISO 2010 1001 and ISO 2037 1001. Subcontractor shall maintain the Products/Completed Operations coverage required herein in full force and effect until the expiration of the statute of repose. Policy is on a Primary and Non-Contributory basis, including full fire, legal liability and contractual liability. Subcontractor shall have policy endorsed to waive the insurer's rights of subrogation in favor of Contractor, Owner and their officers and employees.
3. Business Automobile Liability - \$1,000,000 Combined Single Limit, each accident. Policy shall cover all owned, leased, hired, or non-owned vehicles listing Contractor, Owner and their officers and employees as Additional Insureds on a Primary and Non-Contributory basis. Subcontractor shall have policy endorsed to waive the insurer's rights of subrogation in favor of Contractor, Owner and their officers and employees.
4. Commercial Umbrella - \$1,000,000 limit or of satisfactory limits as required under contract (TBD). Umbrella coverage must include as insureds all entities that are additional insureds on the CGL and shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.
5. Professional Liability - In the event Subcontractor's work under this Agreement includes the design of any component of the Work, including but not limited to the preparation of engineered shop drawings and/or any delegated design work, Subcontractor shall: (1) obtain and provide to Contractor proof of the Subcontractor's procurement of Professional Errors and Omissions insurance, or if the work is being performed by a sub-consultant's, then it shall obtain and provide

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to Contractor proof of the sub-consultant's procurement of Professional Errors and Omissions insurance. Such insurance shall be in a coverage amount of not less than one million (\$1,000,000) dollars or such greater amount as required by the Contract Documents. The insurance procured must have an effective date prior to the start of all design work on the Project that is the subject of this Agreement or it must include a prior acts endorsement. The insurance procured shall remain in full force and effect until the expiration of the statute of repose. (2) include, in agreements with any sub-consultants who perform such work for Subcontractor's benefit, a provision requiring the sub-consultant, to the fullest extent permitted by law, to defend, indemnify, and hold Contractor and Subcontractor harmless from and against all claims and damages.

6. Pollution Liability - \$1,000,000 limit per occurrence covering sudden and non-sudden release of pollutants resulting in damage to the environment or in bodily injury arising out of the operations or services of Subcontractor. Coverage is required if Subcontractor's work involves the remediation, removal or disposal of any hazardous material or waste, toxic substance, pollution or contamination, or exterior insulation finishing systems (EIFS).

(b) The Subcontractor shall provide evidence of said insurance, to the Contractor on the current version of the Acord 25 certificate naming the Contractor as Certificate Holder with copies of all applicable Additional Insured and Waiver of Subrogation endorsements attached, within seven (7) days from the date hereof. Subcontractor may not mobilize or work on the job until evidence of insurance is received. Insurance coverages shall not be reduced or canceled without first providing Contractor with a thirty (30) days advance notice by registered mail of said intent to cancel current insurance policies. Cancellation of insurance may result in suspension or termination of this Agreement.

(c) Indemnity - To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Contractor, Contractor's surety, Owner, the Owner's lender, if any, as well as any other parties which Contractor is required to indemnify under the Contract Documents and their respective officers, directors, agents, consultants, and employees (the "Indemnitees") from and against any and all loss, cost, expense, damage, injury, citation, fines, liability, claim, demand, penalty, cause of action, including reasonable attorneys' fees, expert fees, and court costs (at trial and on appeal) ("Damages") caused by, related to, arising or resulting from, in whole or in part, any act, omission or default by Subcontractor or its sub-subcontractors, materialmen, or agents of any tier or their employees, including Damages caused in whole or in part by any act, omission, or default of the Indemnitees; provided however that the obligation to indemnify and hold harmless for Damages caused in whole or in part by any act, omission, or default of the Indemnitees shall be subject to a monetary limitation at the amount of the General Aggregate limit for the general liability insurance required by this Agreement, which limitation the parties hereby agree (i) bears a reasonable commercial relationship to this Agreement, and (ii) is deemed to be a part of the project specifications or bid documents, if any, and further provided that the Subcontractor's obligation to indemnify shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Indemnitees or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or any of the Subcontractor's Sub-subcontractors, materialmen, or agents of any tier or their respective employees.

(d) Subcontractor's indemnity obligation hereunder shall not be limited by the provisions of any workers' compensation or similar statute.

(e) Special Provisions Applicable to Subcontractor's Insurance coverage:

1. Additional Insured - Subcontractor shall have all policies, except Workers' Compensation and Professional Liability policies, endorsed to name Contractor, Owner and their officers and employees as an Additional Insured with respect to the work to be performed by the Subcontractor. The insurance

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for additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to, the additional insured.

2. Waiver of Subrogation – Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages covered by insurance. Subcontractor shall have all policies endorsed to waive the insurer's rights of subrogation in favor of Contractor.
 3. Deductibles - Subject to the reasonable review and approval of Contractor, the Subcontractor may arrange deductibles or self-insured retentions as part of the required insurance coverages. However, it is expressly agreed that all deductibles or self-insured retentions are the sole responsibility of the Subcontractor.
 4. Adequacy of Insurance Limits - The insurance coverage limits stated below are minimum coverage requirements, not limits of liability, and shall not be construed in any way as Contractor's acceptance of responsibility for the Subcontractor's insurance program.
 5. Certificates of Insurance - Prior to commencement of any work under this Agreement, the Subcontractor shall furnish Contractor with Certificates of Insurance, in a format acceptable to Contractor, evidencing the insurance coverage required in this Agreement and containing the following information:
 - a. Identify Contractor, Owner and their officers and employees as an "Additional Insured" with respect to all policies except Workers' Compensation and Employers' liability.
 - b. State that all policies have been endorsed to waive subrogation in favor of Contractor, Owner and their officers and employee.
 - c. State that the underwriters agree to provide Contractor with at least 30 days prior written notice of any cancellation or material change in the coverage. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor or terminate this Agreement.
 6. Work Within 50' of a Railroad - Exclusion deleted. (If applicable due to performance of work within 50 feet of a railway)
- (f) Approval by the Contractor of any Certificate of Insurance does not constitute verification by the Contractor that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement. Any acceptance of policies or Certificate of Insurance by Contractor, or failure of Subcontractor to provide policies or Certificate of Insurance, shall in no way limit Subcontractor's duties and responsibilities under this Agreement, including the duty to indemnify Contractor and Owner. Any waiver of modification of the requirements stated in this Agreement must be agreed upon in writing by Contractor.

XV. PERFORMANCE AND PAYMENT BONDS:

- (a) Unless expressly waived, the Subcontractor shall furnish performance and payment bonds to Contractor, as follows:
 1. Performance Bonds. The penal amount of performance bonds at the time of subcontract award shall be 100 percent of the original Subcontract Price.
 2. Payment Bonds. The penal amount of payment bonds at the time of subcontract award shall be 100 percent of the original Subcontract Price.
 3. Additional Bond Protection. Provide additional performance and payment bond protection if the Subcontract Price is increased. The increase in protection generally will equal 100 percent of the increase in Subcontract Price. The subcontractor must increase the penal amount of the existing bond and obtain a Bond Rider.
- (b) Furnishing Executed Bonds. The subcontractor shall furnish all executed bonds, including any necessary reinsurance agreements to Contractor, within 14 days of subcontract award, or otherwise specified by Contractor, but in any event, before starting work.

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- (c) Surety or other security for bonds. The bonds shall be in form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570 or individual sureties, using the forms provided along with the subcontract. No other forms will be acceptable.
- (d) Notice of subcontractor waiver of protection. Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.
- (e) Bond Premium Verification. Contractor reserves the right to request a copy of the bond invoice(s) for bond rate and premium verification.

XVI. INFRINGEMENT INDEMNITY:

- (a) In lieu of any warranty by Contractor or Subcontractor against infringement, statutory or otherwise, it is agreed that Subcontractor shall defend, at its expense, any suit against Contractor or its customers based on a claim that any item furnished under this order or the normal use or sale thereof infringes any U.S. Letters patent or copyright, and shall pay costs and damages finally awarded in any such suit, provided that Subcontractor is notified in writing of the suit and given authority, information, and assistance at Subcontractor's expense for the defense of same. If the use or sale of said item is enjoined as a result of such suit, Subcontractor, at no expense to Contractor, shall obtain for Contractor and its customers the right to use and sell said item or shall substitute an equivalent item acceptable to Contractor and extend this patent indemnity thereto.
- (b) Notwithstanding the foregoing paragraph, when this order is performed under the Authorization and Consent of the U.S. Government to infringe U.S. Patents, Subcontractor's liability for infringement of such Patents in such performance shall be limited to the extent of the obligation of Contractor to indemnify the U.S. Government.

XVII. PROPRIETARY INFORMATION, TOOLS, MATERIALS, ETC.:

- (a) Subcontractor agrees it will keep confidential and not use any material, equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Contractor for any purpose whatsoever other than as herein specified, including but not limited to the manufacture of large quantities, without prior written consent of Contractor. All materials, equipment, designs, sketches, specifications, drawings, computer programs and software, or other data or information furnished by Contractor, whether loaned to Subcontractor or fabricated, manufactured, purchased, or otherwise acquired by Subcontractor for the performance of this Agreement and specifically charged to Contractor are the property of Contractor. They are to be marked for identification as Contractor may designate, and upon completion or termination of this Subcontract shall be returned to Contractor in good condition, reasonable wear only excepted, together with all spoiled and surplus material, unless otherwise directed in writing by Contractor. Subcontractor agrees to replace, at its expense, all such items not so returned. Subcontractor shall make no charge for any storage, maintenance or retention of such property of Contractor. Subcontractor shall bear all risk of loss for all of Contractor's property in Subcontractor's possession.
- (b) If Contractor furnishes any material for fabrication hereunder, Subcontractor agrees: (i) not to substitute any other material in such fabrication without Contractor's prior written consent, (ii) that title to such material shall not be affected by incorporation in or attachment to any other property; and (iii) to state and warrant on its packing sheet and invoice for final parts: "All materials furnished by Contractor on this order (except that which becomes normal industrial waste or was replaced at Subcontractor's expense) has been returned in the form of parts or held as unused material for Contractor's disposition."

XVIII. ENCUMBRANCES:

- (a) Subcontractor shall turn Work over to Contractor in good condition and free and clear of all claims, encumbrances, or other liens and shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Contractor and Owner from all claims, encumbrances of liens growing out of the Work and performance of this Agreement, and Subcontractor will at its own cost and expense (including attorney fees and court costs) immediately defend all suits to establish such claims, and immediately pay, within

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fifteen (15) days, any such claims or liens so established; or transfer said claims or liens to a bond acceptable to Contractor, within fifteen (15) days from the date of the claims or liens being recorded.

- (b) Subcontractor shall furnish a sworn statement, as shown on Application for Payment, listing all parties who furnish labor, services, equipment, or materials to the Subcontractor for the Project, with the names and addresses and amounts due or to become due each month. Like statements may be required from any of the Subcontractor's own sub-subcontractors or suppliers.
- (c) As a condition precedent to its entitlement to all partial payments and final payment, Subcontractor shall furnish the Contractor partial waiver and releases and final waiver and release, respectively, in the forms attached to this Agreement as Exhibits G and H, or such other forms agreed to by Contractor in its discretion and not obligation, at the time each payment is made to Subcontractor and from each of Subcontractor's own sub-subcontractors, suppliers, and other lienors or potential claimants against Owner's property or Contractor's Payment Bond, if one exists, providing labor, materials, or services for the Work on the Project.
- (d) Any and all transportation tax, sales tax, or any other tax that might accrue through purchase of materials or amounts paid for labor by Subcontractor or occasioned by performance of this Agreement shall be borne and paid for by said Subcontractor.
- (e) The Subcontractor agrees that payments due hereunder are not assignable and that no part of this Contract can be sublet, except by and in accordance with the written consent of the Contractor.

XIX. WARRANTIES AND GUARANTEES:

- (a) Subcontractor shall provide the Contractor and Owner with a written warranty at the completion of the Work and shall assign in writing all manufacturer's warranties to the Contractor as a condition precedent to the receipt of final payment. Subcontractor warrants and guarantees that the Work shall be free from defects in workmanship and material and will conform to the requirements of the Contract Documents. In addition, Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents. Without limiting the foregoing, or any other liability or obligation with respect to the Work, Subcontractor shall, at its expense and within such time as directed by Contractor, make good any faulty, defective, nonconforming or improper part or parts of the Work discovered within one year from the date of acceptance of the Project by Owner or within such longer period as may be provided in the Contract Documents, or applicable statutes. Subcontractor shall respond promptly to warranty work requests by the Owner or the Contractor, and in the case of emergencies shall respond within twenty-four (24) hours of notification by the Contractor, including weekends and holidays. Notices before 10 a.m. shall be handled by Subcontractor on the same day. Subcontractor further agrees to require that all of its lower tier sub-subcontractors, suppliers and materialmen provide warranties in their agreements at least sufficient to satisfy Subcontractor's obligations hereunder. Subcontractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Contractor against all fees and costs should Subcontractor fail to obtain the warranty protections required herein.

XX. PAYMENTS:

- (a) The Subcontractor shall submit for approval within 10 days hereof and prior to any payment made hereby, a Schedule of the Subcontract Value quantities illustrated, in accordance with the division illustrated by the Uniform Construction Index.
- (b) The Subcontractor shall submit weekly Certified Payrolls, as required by the U.S. Department of Labor on the Davis-Bacon Act and related Acts, whenever applicable. (Form WH-347 available through the Department of Labor's website on the Internet).
- (c) It is expressly agreed that time is the essence of this Agreement, and that the payment of the

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consideration is executory and conditioned upon timely completion of this Agreement and timely completion of the Work as herein specified.

- (d) The Contractor agrees to pay the Subcontractor for said Work, the Subcontract Price which is stated on Page 1 of this Agreement. The said sum shall be paid by the Contractor to the Subcontractor in current funds upon receipt of same by the Contractor from the Owner as follows:
1. As the Work progresses, an amount equal to ninety percent (90%) of the value of completed Work done from month to month, including the materials which are intended to be incorporated in the Project and which are properly stored on the site of the Project, and meeting specification requirements; as shown by the Architect or Engineer or Owner's certificate.
 2. Provided; that such payment is conditioned upon the Subcontractor delivery to the Contractor on the twentieth day of the preceding thirty (30) days an Estimate prepared on the Contractor's form and illustrated by the Subcontractor's approved Schedule of Values as referred to herein above, describing the Work performed during the month by the Subcontractor, including materials stored on the site, as previously defined, for which payment is requested.
 3. Provided further; that payments for stored materials is authorized by the Prime Contract Documents between the Contractor and the Owner and such request for payments for stored materials shall be accompanied by vendor invoices itemizing respective quantities and unit cost of such stored material. In the event payment is made for stored materials, subsequent requests for payment must indicate respective quantities and unit cost of such stored materials placed in the Work. It is further understood and agreed that Subcontractor shall continue to assume the risk of damage or loss of materials stored on the site, regardless of whether payment is received for them until such time as materials are installed within the Project, as part of the Subcontractor's Work and, accordingly, Subcontractor shall be insured to limits required by the prime contract for such damage or loss. Stored materials shall not be removed from the site without the written consent of the Contractor. Contractor will not accept any responsibility for handling Subcontractor's materials delivered to site.
 4. The final payment shall be made thirty (30) days after completion of the Work; however, the issuance of certificate from the Architect that the Work, including all punch-list items, as-built drawings, and closeout documents, have been done to its satisfaction and that the Project has attained final completion, and that the Contractor has received final payment from the Owner shall all serve as conditions precedent to Subcontractor's entitlement to final payment.
- (e) If at any time where there is absence of proper lien waivers or evidence of lien or claim for which, if established, Contractor or Owner might become liable, and which is chargeable to Subcontractor, the Contractor shall have the right, after forty-eight (48) hours written notification, to retain out of any payment due, or to become due under this Agreement or any other Agreement between the Contractor and Subcontractor, an amount equal to that necessary for securing a lien transfer bond and the premium for such a bond. Should any claim or lien develop after all payments are made, Subcontractor shall refund to the Contractor all monies that the Contractor may be compelled to pay in discharging such claims or liens or incurred in collecting said monies from Subcontractor.
- (f) Notwithstanding any language in this Agreement or in the Prime Agreement, no payment shall be due and owing to the Subcontractor under any circumstances until the Subcontractor has 1) fully executed this Agreement and returned the original agreement to the Contractor; 2) provided the Contractor with all Certificates of Insurance required by this Agreement; and 3) actually received its corresponding payment from Owner. Contractor's payments to Subcontractor are expressly contingent upon Contractor's actual receipt of payments in collected funds from Owner. Notwithstanding anything to the contrary in any of the Contract Documents, including without limitation in the Prime Agreement, receipt by Contractor of payment from Owner is a condition precedent to having to make any payments (including but not limited

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to, partial, final, upon any termination, or otherwise) to Subcontractor and Subcontractor assumes the risk of non-payment by Owner. Subcontractor agrees that in the event Contractor is required to post a Payment Bond pursuant to Chapter 713 or §255.05 of the Florida Statutes, that payment to Subcontractor and/or to any subtrade of any of the Subcontractor shall be contingent upon the prior payment by the Owner, and waives all claims against the Contractor's Bond to the extent that payment has not been received by Contractor from Owner.

- (g) No payment under this Agreement shall be evidenced of the performance of this Agreement either wholly or in part, nor shall it be construed to be acceptance of defective Work or improper materials.
- (h) The acceptance of final payment shall constitute a waiver of all claims by the Subcontractor arising out of or relating to this Agreement or the Work provided herein.
- (i) The Contractor, after forty-eight (48) hours written notification, may withhold payments otherwise due to the Subcontractor under this Agreement and set such amounts off against debts, claims or liabilities owed to the Contractor from the Subcontractor arising from any other contracts entered into between the two parties.
- (j) As a condition precedent to its entitlement to all partial payments and final payment, Subcontractor shall furnish the Contractor as-built progress drawings.

XXI. MISCELLANEOUS

- (a) This Agreement and the instruments described therein, contain all the terms and conditions agreed on by the parties hereto, and no other agreement, instrument or papers, oral or otherwise, respecting the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- (b) If a provision in this Agreement is determined by a court to be invalid under Florida Law, then this Agreement shall be reviewed as severable, and all other provisions herein shall remain in full force and effect.
- (c) The Contractor and the Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this Agreement. Any Exhibits attached hereto and initialed by the parties shall become integrated herein as part of this Agreement.
- (d) This Agreement is not valid and is not binding on either party until such time as it has been properly signed and executed by both parties.
- (e) The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution and this agreement shall not be construed against the drafter.

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LIST OF EXHIBITS

The Exhibits listed below are hereby incorporated into this subcontract:

- Exhibit A – Special Conditions to the Contract
- Exhibit B – Scope of Work
- Exhibit C – Basic Safety Rules
- Exhibit D – Contract Schedule
- Exhibit E – Plans and Specifications
- Exhibit F – Applications for Payment Procedures
- Exhibit G – Partial Waiver and Release of Lien Upon Progress Payment
- Exhibit H – Final Waiver and Release of Lien Upon Final Payment
- Exhibit I – Certificate of Insurance Sample
- Exhibit J – Closeout Requirements
- Exhibit K – Exhibit Not Applicable and Omitted
- Exhibit L – Subcontractor Payment and Performance Bond Samples
- Exhibit O – Minimum Wage Rates

EXHIBIT A
SPECIAL CONDITIONS TO THE CONTRACT

SPECIAL CONDITION NO. 1 - SUBMITTALS

1. A. Submission of Submittals

Timely submission of submittals is crucial to the Project Schedule and ultimate completion time; therefore, all submittals, as required in both quantity (3 sets) and format, as stated in the Contract Documents will be submitted to this Contractor no later than 10 calendar days from issuance of this Contract. Electronic submissions shall be uploaded into the Contractor's Procore software or other platform as required by the Contractor.

B. Submittal Review

Prior to submission to Foresight Construction Group, the Subcontractor shall review the submittal package for conformance with the Contract Documents. NO item should be submitted for final approval that deviates from the Contract Documents unless:

1. Specified product is no longer manufactured.
2. Specified product cannot be delivered within the allowed construction time frame.
3. Specified product will not perform per its intended use.

If submission of an alternate item is required due to one of the three conditions as outlined above, the Subcontractor is directed to perform the following:

1. Highlight the alternate items.
2. Identify the item as called for in Plans and Specifications that it is replacing and provide a measurable means of comparison.
3. List the reason the item is being changed.
4. Provide manufacturer's written evidence that change is required.

After reviewing the submittal package, but prior to submission to Foresight Construction Group, Inc. the Subcontractor is directed to note, verifying on the front page of each submittal copy that:

1. The submittal has been reviewed and conforms to the Plans and Specifications, or
2. The submittal has been reviewed,
 - Alternate items have been added
 - The submittal conforms to Plans and Specifications

EXHIBIT B
SCOPE OF WORK

Exhibit B is comprised of the following two (2) pages and are incorporated herein.

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All labor, materials, supervision, layout, insurance, and equipment necessary to properly perform and completely deliver the “**Exterior Hurricane Shutters**” scopes of work for this project per the Contract Documents, Authorities Having Jurisdiction, and governing codes and standards including, but not necessarily limited to, the following:

1. General

- 1.1. The following scope of work is not intended to be all inclusive. Rather, it is to highlight the major construction activities and to point out important scope items. Furthermore, drawings and details are provided for reference only and are not to be considered all inclusive.
- 1.2. If and when the word “provide”, or variations thereof, are used herein, it shall mean supply and install completely, including all costs for labor, materials, and equipment.
- 1.3. Reference attached Exhibit F for Application for Payment Procedures.
- 1.4. Insurance to be provided per the Contract requirements and approved by Contractor prior to mobilizing to site. See attached Exhibit I for sample Certificate of Insurance you must provide.
- 1.5. A **Payment & Performance Bond** is required and must be submitted within 14 days of subcontract execution to Foresight Construction Group, Inc. Attn: Kendall McPherson at 3917 NW 97th Blvd, Gainesville, FL 32606 and must be approved prior to mobilization. Please use the Payment and Performance Bond forms as referenced in Exhibit L. Acceptable Sureties must have a minimum A.M. Best rating of ‘A-’ or ‘VII’. If the surety falls below this rating Foresight has the right to require a replacement bond at the subcontractor’s expense.
- 1.6. Subcontractor to comply with Minimum Wage Rates in Exhibit O.
- 1.7. Subcontractor to provide monthly billings per area organized by activity.
- 1.8. All work is to be coordinated with Todd Brearley (FCGI Project Manager, mobile #:904-403-4880), or FCGI Superintendent for this project.
- 1.9. The Subcontractor shall use extreme caution in the demolition of existing structures. Demolition shall be performed in a method that will maintain the structural integrity of all existing structures that are to remain.
- 1.10. Work shall not disrupt existing building occupancy or egress.
- 1.11. The Subcontractor shall provide all necessary lifts, tools, and equipment for own work.
- 1.12. The Subcontractor shall maintain a clean and secure work area.
- 1.13. All workers shall be fully vetted and badged by the Federal Reserve Bank prior to start of work.

2. Exterior Hurricane Shutters

- 2.1. Provide and install exterior shutter systems, including supplemental support framing, fasteners, anchors, sealants, caulking, waterproofing, hardware, guides, rails, flute stoppers, screws, attachments and accessories, as required for a complete scope of work.
- 2.2. Provide delegated design as indicated in contract documents.

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- 2.3. Field measure to verify existing conditions prior to ordering materials.
- 2.4. Selective demolition of existing stucco/aluminum slat soffit to allow access for installation of new hurricane shutter systems.
- 2.5. Selective demolition of existing anchors. Any damage to existing concrete shall be patched as required.
- 2.6. Provide 4 in 1 control. Wiring and power to be performed by others.
- 2.7. Provide and install motorized-electric operator. Include manual override.
- 2.8. Embeds, block outs, tie backs, proper shutter operation and all related tasks shall be carefully coordinated with affected trades.

EXHIBIT C

BASIC SAFETY RULES

Compliance with all applicable current safety codes for Federal, State, County, City, Client and Foresight Construction Group, Inc., Safety Rules and Regulations are a condition of employment and contractual agreement. FCGI Safety Rules and Regulations include but are not limited to the following:

1. A formal Safety Plan shall be submitted and accepted by the Superintendent from each Subcontractor before beginning work.
2. A copy of all Injury Reports shall be submitted to the Project Superintendent within twenty-four (24) hours of the occurrence.
3. OSHA approved nonconductive hard-hats will be worn by all personnel at all times on the Project site. Metal hard-hats will not be allowed. The bill of the hard-hat will be worn in front at all times. Alterations or modifications of the hat or liner shall be prohibited.
4. Approved safety glasses shall be worn by all personnel when hazards exist. Remember, additional eye and face protection such as mono goggles and face shields are required for such operations as grinding, jack hammering, utilizing compressed air and handling of chemicals, acid and caustic materials. Burning goggles for cutting, burning or brazing and welding hoods for welding are required.
5. Harnesses and lanyards shall be worn and secured any time there is a fall hazard. Subcontractor is responsible for providing fall protection for their employees.
6. Lifelines shall be erected to provide Fall Protection where work is required in areas where permanent protection is not in place. Horizontal and vertical lifelines shall be appropriately sized and selected using proper material.
7. Workers using their lanyards to access the work or position themselves on a wall or column, etc. must use an additional safety lanyard for Fall Protection.
8. Clothing and shoes must provide adequate protection for the body per OSHA regulations. Shirts must have at least a t-sleeve. Sturdy work boots with rigid, slip resistant soles which give adequate protection to the feet and ankles are required. Sneakers, sandals and other lightweight footwear are prohibited. Long pants only. No shorts allowed.
9. Cameras, firearms, alcoholic beverages or illegal drugs are not allowed on site. Drugs prescribed by a physician must be registered with the Safety Department. The use or possession of illegal drugs or alcoholic beverages on the job site will result in immediate termination.
10. Housekeeping shall be an integral part of every job. Supervisors and employees are responsible for keeping their work areas clean and hazard free. Clean up is required when you finish a job or at the end of the day, sooner if conditions warrant.
11. Burning and cutting equipment shall be checked daily before being used. All compressed gas bottles shall be chained to a structural component or secured on wheeled cart designed for bottle transport. All bottles will always be upright and secured. All gas shall be shut off and hoses disconnected from bottles or manifolds at the end of each day. Caps shall be replaced on bottles when gauges are removed. Makeshift field repairs will not be allowed. Proper arrestors shall be installed on oxyacetylene outfits; one (1) set at the regulators and one (1) set at the torch handle. A fully charged and certified ABC fire extinguisher (no less than 10 lb.) shall be kept at all welding locations or storage of such equipment.
12. Drinking water containers are for drinking water and ice only. Tampering with or placing items such as drinks, etc. in the water cooler will not be allowed. The common drinking cup is not allowed. Disposable cups only.

13. All tools, whether company or personal, must be in good working condition. Defective tools must not be used. Examples: chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, electric tools with cut or frayed cords, etc.
14. All electrical tools shall be checked by a designated competent person on a regular basis. All electric panels shall be checked weekly by the electrical subcontractor to ensure that all covers are in place and all GFCI's are operational.
15. HORSEPLAY on the job site is strictly prohibited. Running on the job site is allowed only in extreme emergencies.
16. Glass bottles or containers are not permitted on site.
17. Job site speed limit is 10MPH or as designated by Owner rules & postings. No one is permitted to ride on a truck standing up. Sitting on the outside edges is prohibited. You must be down inside the truck. Riding a passenger on equipment is prohibited unless the equipment has the safe capability of transporting personnel.
18. Adequate precautions must be taken to protect men and equipment from hot work such as welding or burning. Fire extinguishing equipment shall be no further away than 50 feet from all hot work.
19. All scaffolding and work platforms must be in accordance with current OSFIA specifications, fully planked with boards secured. All soils shall have proper compaction beneath all scaffold areas. Subcontractors must submit in writing the name(s) of their "Competent Person(s)" for scaffold work. No scaffold work will be allowed without subcontractor's "Competent Person(s)" present. Scaffold erection, dismantling and employee instruction shall be done by the "Competent Person".
20. All ladders must be in safe condition without broken rungs or split side rails and have a 250-pound duty rating. Damaged ladders shall be removed from service. Ladders shall be secured at the top and bottom and extend three feet (3') past the walking surface. Metal ladders around electrical work are prohibited. Subcontractors must submit in writing the name(s) of their Competent Person(s) for scaffold work. No scaffold work will be allowed without subcontractor's Competent Person(s) present.
21. Crowfoot connections on air hoses shall be wired to prevent accidental disconnection. Compressed air shall not be used to dust off hands, face or clothing.
22. Report all unsafe conditions and near accidents to your supervisor and the Safety Department so corrective action can be taken.
23. All floor openings or excavations shall be barricaded on all sides to ensure that employees are protected. Floor holes shall be covered with a secured cover and clearly identified.
24. Warning signs, barricades and tags will be used to the fullest extent and shall be obeyed.
25. A Respiratory Protection Plan is required for subcontractors exposing dust hazards or other contaminants to their employees.
26. All trenches/excavations shall be in compliance with OSHA. Subcontractors must submit in writing the name(s) of their Competent Person(s) for trench work. No subcontractor trenching/excavation work allowed without subcontractor's Competent Person present.
27. In the event of an accident involving personal injury or damage to property, the person or persons involved in any way will be required to submit themselves to drug testing.
28. All cranes shall have a current Certification Sticker. Certification shall be performed by an independent crane certification company.
29. Flammable liquids shall be stored in approved safety containers.
30. No radios, personal audio devices, etc. shall be allowed on site.
31. Equipment operator licenses or certificates must be submitted to FCGI prior to work on the job site.
32. Regular safety meetings are required of each subcontractor. Minutes from each meeting must be

- turned into the FCGI superintendent. At a minimum, the minutes should include date, topic discussed, minutes of discussion, signature by all employees on the job site who have attended the meeting.
33. Anyone refusing to comply with these rules will be removed from the Project and only allowed to return upon FCGI superintendent approval.
 34. Hearing protection shall be required when noise levels exceed 85 decibels.
 35. MSDS, Hazard Communication Plans, Written Leading Edge Safety Procedures must be provided to the FCGI Superintendent prior to work start. Payment may be delayed if these documents are late.

ENFORCEMENT OF SAFETY POLICY

Safety violation notice shall be issued to any FORESIGHT CONSTRUCTION GROUP, INC. employee, subcontractor or anyone on a FORESIGHT CONSTRUCTION GROUP, INC. job site violating the Safety Rules or Regulations. Issuance of Safety Violation Notices shall be by Superintendent above.

1. Any violation of Safety Rules can result in suspension or immediate termination.
2. Any employee receiving three (3) written general violations within a six (6) month period shall be terminated. Subcontractor employee may be removed from the jobsite.
3. Issuance of a Safety Violation Notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) will result in immediate removal from jobsite.

It is understood that FORESIGHT CONSTRUCTION GROUP, INC. is not restricting itself to the above rules and regulation.

Additional rules and regulations as dictated by the job will be issued and posted as needed.

EXHIBIT D
CONTRACT SCHEDULE

Exhibit D is comprised of the following seven (7) pages and are incorporated herein.

JB

Federal Reserve Bank Site Improvement						Preliminary Project Schedule												21-May-24																
Activity ID	Activity Name	Start	Finish	Original Duration	Remaining Duration													2024												2025				
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May								
Federal Reserve Bank Site Improvement																										29-Apr								
Milestones																										29-Apr								
A1000	Project Award	21-May-24		0	0																					29-Apr								
A4560	Submit Insurances		30-May-24	0	0																					29-Apr								
A1010	Post Award Kickoff / Phase Plan Review	04-Jun-24		0	0																					29-Apr								
A1030	MOT Plan / ROW Permit		01-Jul-24	0	0																					29-Apr								
A1040	Notice to Proceed / PO Issuance		03-Jul-24	0	0																					29-Apr								
A1042	Preconstruction Meeting		03-Jul-24	0	0																					29-Apr								
A3840	Start Construction	12-Aug-24		0	0																					29-Apr								
A3850	Finish Construction		29-Apr-25	0	0																					29-Apr								
Procurement																										29-Apr								
A1050	Material & Site Testing	04-Jul-24	10-Jul-24	5	5																					29-Apr								
A1060	GPR	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A1070	Demolition & Saw Cutting	04-Jul-24	10-Jul-24	5	5																					29-Apr								
A1080	Concrete	04-Jul-24	17-Jul-24	10	10																					29-Apr								
A1090	Masonry	04-Jul-24	17-Jul-24	10	10																					29-Apr								
A1100	Structural Steel	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A1110	Drywall / Framing	04-Jul-24	10-Jul-24	5	5																					29-Apr								
A1120	Stucco	04-Jul-24	10-Jul-24	5	5																					29-Apr								
A1130	Painting	04-Jul-24	10-Jul-24	5	5																					29-Apr								
A1140	BR Glazing	04-Jul-24	17-Jul-24	10	10																					29-Apr								
A1150	Hurricane Shutters	04-Jul-24	17-Jul-24	10	10																					29-Apr								
A1160	Flagpoles	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A1170	Electrical, Low Voltage, Controls	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A1190	Fences	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A1200	Wedges & Bollards	04-Jul-24	17-Jul-24	10	10																					29-Apr								
A1210	Landscape	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A1220	Aluminum Slat Soffit	04-Jul-24	24-Jul-24	15	15																					29-Apr								
A3820	Pavers	04-Jul-24	17-Jul-24	10	10																					29-Apr								
Submittals																										29-Apr								
Prepare & Submit																										29-Apr								
A1250	Demolition & Saw Cutting Work Plan	11-Jul-24	24-Jul-24	10	10																					29-Apr								
A1360	SWPPP	15-Jul-24	26-Jul-24	10	10																					29-Apr								
A1290	Drywall / Framing	16-Jul-24	29-Jul-24	10	10																					29-Apr								
A1300	Stucco	16-Jul-24	29-Jul-24	10	10																					29-Apr								
A1260	Concrete	18-Jul-24	31-Jul-24	10	10																					29-Apr								
A1310	Painting	18-Jul-24	31-Jul-24	10	10																					29-Apr								
A3800	Pavers	18-Jul-24	07-Aug-24	15	15																					29-Apr								
A1410	Bollards	18-Jul-24	18-Jul-24	1	1																					29-Apr								
A1270	Masonry	23-Jul-24	05-Aug-24	10	10																					29-Apr								
A1320	BR Glazing	25-Jul-24	14-Aug-24	15	15																					29-Apr								
A1330	Hurricane Shutters	25-Jul-24	14-Aug-24	15	15																					29-Apr								
A1380	Wedges	29-Jul-24	09-Aug-24	10	10																					29-Apr								
A1280	Structural Steel	30-Jul-24	12-Aug-24	10	10																					29-Apr								
A1340	Flagpoles	01-Aug-24	14-Aug-24	10	10																					29-Apr								
A1350	Electrical, Low Voltage, Controls	05-Aug-24	23-Aug-24	15	15																					29-Apr								
A1370	Fences	05-Aug-24	16-Aug-24	10	10																					29-Apr								
A1390	Landscape	05-Aug-24	16-Aug-24	10	10																					29-Apr								

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Baseline Milestone

Summary

FORESIGHT

1 OF 7

	Start	Finish	Original Duration	Remaining Duration					2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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Federal Reserve Bank Site Improvement						Preliminary Project Schedule										21-May-24																				
Activity ID		Activity Name	Start	Finish	Original Duration	Remaining Duration									2024								2025													
							Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May									
	A1811	Install Misc Steel Framing	05-Nov-24	20-Nov-24	12	12																Install Misc Steel Framing														
	A1820	Install New Storefront System	21-Nov-24	18-Dec-24	20	20																	Install New Storefront System													
	A1810	Demo Existing Roller Shutter System	05-Dec-24	12-Dec-24	6	6																	Demo Existing Roller Shutter System													
	A4090	Demo Existing Security Gate	13-Dec-24	13-Dec-24	1	1																	Demo Existing Security Gate													
	A1821	Repair & Paint Existing Stucco Soffit	19-Dec-24	27-Dec-24	7	7																	Repair & Paint Existing Stucco Soffit													
	A1870	Install New Ceiling Enclosure	30-Dec-24	02-Jan-25	4	4																		Install New Ceiling Enclosure												
	A4100	Install New Security Gate	03-Jan-25	06-Jan-25	2	2																		Install New Security Gate												
	A1875	FRB Inspection	07-Jan-25	07-Jan-25	1	1																		FRB Inspection												
	A1876	Remove Temporary Walls	08-Jan-25	16-Jan-25	7	7																		Remove Temporary Walls												
	Level 2 - East Hurricane Shutters		24-Oct-24	11-Feb-25	79	79																	11-Feb-25, Level 2 - East Hurricane Shutters													
	A1980	Temporary Window Protection	24-Oct-24	24-Oct-24	1	1																		Temporary Window Protection												
	A1990	Demo Existing Stucco/Soffit	25-Oct-24	29-Oct-24	3	3																		Demo Existing Stucco/Soffit												
	A2000	Demo Existing Pavers (Save for Reuse)	30-Oct-24	31-Oct-24	2	2																		Demo Existing Pavers (Save for Reuse)												
	A2003	Cut & Patch Wall for New Shutter Controls	01-Nov-24	05-Nov-24	3	3																		Cut & Patch Wall for New Shutter Controls												
	A2005	Electrical Rough-In	23-Dec-24	31-Dec-24	7	7																		Electrical Rough-In												
	A2010	Install New Structural Steel	01-Jan-25	07-Jan-25	5	5																		Install New Structural Steel												
	A2020	Install New Metal Stud Framing & Sheathing	08-Jan-25	16-Jan-25	7	7																		Install New Metal Stud Framing & Sheathing												
	A2050	Install Stucco	17-Jan-25	24-Jan-25	6	6																		Install Stucco												
	A2070	Install New OH Shutter Doors	27-Jan-25	04-Feb-25	7	7																		Install New OH Shutter Doors												
	A2071	Reinstall Pavers	05-Feb-25	05-Feb-25	1	1																		Reinstall Pavers												
	A2080	Electrical Finish	06-Feb-25	10-Feb-25	3	3																		Electrical Finish												
	A3610	FRB Inspection	11-Feb-25	11-Feb-25	1	1																		FRB Inspection												
	Level 3 - Northeast Hurricane Shutters		08-Nov-24	18-Feb-25	73	73																	18-Feb-25, Level 3 - Northeast Hurricane Shutters													
	A2090	Temporary Window Protection	08-Nov-24	08-Nov-24	1	1																		Temporary Window Protection												
	A2100	Demo Existing Stucco/Soffit	11-Nov-24	13-Nov-24	3	3																		Demo Existing Stucco/Soffit												
	A2110	Demo Existing Stone (Save for Reuse)	11-Nov-24	12-Nov-24	2	2																		Demo Existing Stone (Save for Reuse)												
	A2111	Demo Roof	13-Nov-24	13-Nov-24	1	1																		Demo Roof												
	A2101	Cut Wall for New Shutter Controls	14-Nov-24	18-Nov-24	3	3																		Cut Wall for New Shutter Controls												
	A2112	Install Concrete Curb	14-Nov-24	14-Nov-24	1	1																		Install Concrete Curb												
	A2113	Roof Patch	15-Nov-24	15-Nov-24	1	1																		Roof Patch												
	A2114	Install New Structural Steel	18-Nov-24	22-Nov-24	5	5																		Install New Structural Steel												
	A2102	Electrical Rough-In	19-Nov-24	27-Nov-24	7	7																		Electrical Rough-In												
	A2115	Install New Metal Stud Framing & Sheathing	25-Nov-24	03-Dec-24	7	7																		Install New Metal Stud Framing & Sheathing												
	A2132	Extend Conduit to New NEMA-1	28-Nov-24	29-Nov-24	2	2																		Extend Conduit to New NEMA-1												
	A2135	Patch & Paint Wall	02-Dec-24	03-Dec-24	2	2																		Patch & Paint Wall												
	A2117	Install Stucco	04-Dec-24	10-Dec-24	5	5																		Install Stucco												
	A2201	Reinstall Stone	04-Dec-24	04-Dec-24	1	1																		Reinstall Stone												
	A2118	Install New OH Shutter Doors	05-Feb-25	13-Feb-25	7	7																		Install New OH Shutter Doors												
	A2210	Electrical Finish	14-Feb-25	17-Feb-25	2	2																		Electrical Finish												
	A3620	FRB Inspection	18-Feb-25	18-Feb-25	1	1																		FRB Inspection												
	Level 3 - Northwest Hurricane Shutters		11-Nov-24	27-Feb-25	79	79																	27-Feb-25, Level 3 - Northwest Hurricane Shutters													
	A4130	Temporary Window Protection	11-Nov-24	11-Nov-24	1	1																		Temporary Window Protection												
	A4140	Demo Existing Stucco/Soffit	12-Nov-24	14-Nov-24	3	3																		Demo Existing Stucco/Soffit												
	A4150	Demo Existing Stone (Save for Reuse)	12-Nov-24	13-Nov-24	2	2																		Demo Existing Stone (Save for Reuse)												
	A4160	Demo Roof	14-Nov-24	14-Nov-24	1	1																		Demo Roof												
	A4170	Cut Wall for New Shutter Controls	15-Nov-24	19-Nov-24	3	3																		Cut Wall for New Shutter Controls												
	A4180	Install Concrete Curb	15-Nov-24	15-Nov-24	1	1																		Install Concrete Curb												
	A4190	Roof Patch	18-Nov-24	18-Nov-24	1	1																		Roof Patch												
	A4200	Install New Structural Steel	19-Nov-24	25-Nov-24	5	5																		Install New Structural Steel												
	A4210	Electrical Rough-In	20-Nov-24	28-Nov-24	7	7																		Electrical Rough-In												

Federal Reserve Bank Site Improvement						Preliminary Project Schedule										21-May-24																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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	A4220	Install New Metal Stud Framing & Sheathing	26-Nov-24	04-Dec-24	7	7																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													

Actual Work Remaining Work Critical Remaining Work Baseline Milestone Milestone Summary	 FORESIGHT.	5 OF 7
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Federal Reserve Bank Site Improvement						Preliminary Project Schedule										21-May-24												
Activity ID		Activity Name	Start	Finish	Original Duration	Remaining Duration									2024								2025					
							Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
	Phase 6 - GREEN		14-Oct-24	22-Nov-24	30	30																22-Nov-24, Phase 6 - GREEN						
	A2870	Remove Existing Signage (Save for Reuse)	14-Oct-24	16-Oct-24	3	3																						
	A2900	Demo Existing Hardscape	21-Oct-24	29-Oct-24	7	7																						
	A2905	Demo Selective Curb & Gutter	30-Oct-24	31-Oct-24	2	2																						
	A2920	Demo Existing Landscape	01-Nov-24	04-Nov-24	2	2																						
	A2910	Demo Existing Utilities	01-Nov-24	07-Nov-24	5	5																						
	A2925	Install New Irrigation	05-Nov-24	06-Nov-24	2	2																						
	A2930	JEA Remove Existing Light Poles	07-Nov-24	08-Nov-24	2	2																						
	A2940	Install Pavers	11-Nov-24	15-Nov-24	5	5																						
	A2950	JEA Reinstall Light Poles	11-Nov-24	11-Nov-24	1	1																						
	A2960	Install New Pedestrian Integral Color Concrete	12-Nov-24	18-Nov-24	5	5																						
	A2990	Install New Landscape	19-Nov-24	20-Nov-24	2	2																						
	A3000	Install New Bike Rack	19-Nov-24	19-Nov-24	1	1																						
	A3002	Install New Trash Receptacle	20-Nov-24	20-Nov-24	1	1																						
	A3750	COJ Inspection	21-Nov-24	21-Nov-24	1	1																						
	A3690	FRB Inspection	22-Nov-24	22-Nov-24	1	1																						
	Component 3 - Security Wedges & Fencing		25-Nov-24	01-Apr-25	92	92																	01-Apr-25, Component 3 - Security Wedges & Fencing					
	West Security Wedges & Bollards - 1		25-Nov-24	24-Dec-24	22	22																	24-Dec-24, West Security Wedges & Bollards - 1					
	A3270	Install Temp Jersey Barriers	25-Nov-24	25-Nov-24	1	1																						
	A3280	Demo Existing Wedge Barrier & Infrastructure	26-Nov-24	28-Nov-24	3	3																						
	A3290	Demo Existing Parking Control Arm	29-Nov-24	29-Nov-24	1	1																						
	A3311	Electrical Rough-In	02-Dec-24	02-Dec-24	1	1																						
	A4120	CCURE Software Housing Integration	03-Dec-24	05-Dec-24	3	3																						
	A3330	Install New Wedge Barriers & Controls	06-Dec-24	09-Dec-24	2	2																						
	A3331	Install Safety Loop	10-Dec-24	10-Dec-24	1	1																						
	A3340	Install New Traffic Barrier Arm / Gate / Light	11-Dec-24	16-Dec-24	4	4																						
	A3341	Electrical Finish	17-Dec-24	17-Dec-24	1	1																						
	A3390	Install New Concrete Base for Pedestal	18-Dec-24	19-Dec-24	2	2																						
	A3400	Install New Bollard Sleeves for Existing	20-Dec-24	23-Dec-24	2	2																						
	A3760	FRB Inspection	24-Dec-24	24-Dec-24	1	1																						
	West Security Wedges & Bollards - 2		25-Dec-24	23-Jan-25	22	22																	23-Jan-25, West Security Wedges & Bollards - 2					
	A3411	Demo Existing Wedge Barrier & Infrastructure	25-Dec-24	27-Dec-24	3	3																						
	A3412	Demo Existing Parking Control Arm	30-Dec-24	30-Dec-24	1	1																						
	A3410	Electrical Rough-In	31-Dec-24	31-Dec-24	1	1																						
	A4110	CCURE Software Housing Integration	01-Jan-25	03-Jan-25	3	3																						
	A3430	Install New Wedge Barriers & Controls	06-Jan-25	07-Jan-25	2	2																						
	A3420	Install Safety Loop	08-Jan-25	08-Jan-25	1	1																						
	A3440	Install New Traffic Barrier Arm / Gate / Light	09-Jan-25	14-Jan-25	4	4																						
	A3450	Electrical Finish	15-Jan-25	15-Jan-25	1	1																						
	A3490	Install New Concrete Base for Pedestal	16-Jan-25	17-Jan-25	2	2																						
	A3500	Install New Bollard Sleeves for Existing	20-Jan-25	21-Jan-25	2	2																						
	A3770	FRB Inspection	22-Jan-25	22-Jan-25	1	1																						
	A3530	Remove Temp Jersey Barriers	23-Jan-25	23-Jan-25	1	1																						
	East Security Wedges & Bollards		29-Nov-24	18-Feb-25	58	58																	18-Feb-25, East Security Wedges & Bollards					
	A3050	Demo Existing Hardscape	29-Nov-24	03-Dec-24	3	3																						
A3060	Demo Existing Parking Control Arm	29-Nov-24	29-Nov-24	1	1																							
A3061	Demo Existing Wedge Barrier & Infrastructure	29-Nov-24	29-Nov-24	1	1																							
A3062	Demo Existing Hydraulic Bollards & Infrastructure	29-Nov-24	29-Nov-24	1	1																							
A3063	Demo Control Panel at Guard Post	29-Nov-24	29-Nov-24	1	1																							
A3064	Demo Intercom Pedestal	29-Nov-24	29-Nov-24	1	1																							
Actual Work			Critical Remaining Work			Milestone			Baseline Milestone			Summary																
Remaining Work																												
						FORESIGHT										6 OF 7												

[illegible]

EXHIBIT E
PLANS AND SPECIFICATIONS

Exhibit E is comprised of the following six (6) pages and are incorporated herein.

JED

 Federal Reserve Bank of Atlanta
Jacksonville Branch Office

Printed on Mon Jul 8, 2024 at 05:04 pm EDT
Job #: J24-003 Federal Reserve Bank of Atlanta
800 Water Street
Jacksonville, Florida 32204
9046321000

Shutters and Glazing (05/22/23)

JB

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A0.01	INDEX AND PROJECT INFORMATION - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.11	LIFE SAFETY PLAN @ 1ST FLOOR SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.11B	LIFE SAFETY PLAN @ 1ST FLOOR SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.12	LIFE SAFETY PLAN @ 2ND FLOOR SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.12B	LIFE SAFETY PLAN @ 2ND FLOOR - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.13	LIFE SAFETY PLAN @ 3RD FLOOR - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.22	SPECIFICATIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.23	SPECIFICATIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A0.24	SPECIFICATIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.00	OVERALL SITE PLAN - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.01	OVERALL PLAN - LEVEL 1 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.02	OVERALL PLAN - LEVEL 2 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.03	OVERALL PLAN - LEVEL 3 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.09	NORTH ENTRY ELEVATION - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.10	CONSTRUCTION PLAN @ LEVEL 1 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.11	CONSTRUCTION PLAN @ LEVELS 2 + 3 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.12	CONSTRUCTION PLAN @ LEVEL 3 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.13	CONSTRUCTION PLAN @ LEVEL 3 - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A1.14	CONSTRUCTION PLAN @ LEVEL 03 EAST LOUVERS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A4.00	WALL SECTIONS + DETAILS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A4.01	WALL SECTIONS + DETAILS - SHUTTERS AND GLAZING - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A4.02	SECURITY STOREFRONT DETAILS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A4.03	SECURITY FENCE DETAILS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
A8.01	DOOR SCHEDULE & DOOR TYPE DETAILS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
Electrical					
E2.1	OVERALL 1ST FLOOR PLAN - POWER - - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
E2.2	OVERALL 2ND FLOOR PLAN - POWER - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
E2.3	OVERALL 3RD FLOOR PLAN - POWER - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
E3.1	SHUTTER CONTROL RISER DIAGRAM - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
E4.1	ELECTRICAL SPECIFICATIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
General					
Cover Page	COVER PAGE- SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
Structural					

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Jacksonville Branch Office

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S0.01	GENERAL NOTES - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S1.01	LEVEL 1 NORTH AND LEVEL 2 PLANS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S1.02	LEVEL 3 NORTH AND WEST PLANS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S1.03	ROOF COL 9 THRU 17 NORTH AND WEST PLANS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S1.04	LEVELS 2 +3 AND ROOF EAST PLANS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S2.01	SECTIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S2.02	SECTIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S2.03	SECTIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S2.04	SECTIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)
S2.05	SECTIONS - SHUTTERS AND GLAZING	0	05/22/2023		Shutters and Glazing (05/22/23)

JBD

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Sidewalks and Bollards (05/22/23)

JED
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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A1.00 - SIDEWALK AND BOLLARDS	OVERALL SITE PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
Civil					
C-0001 - SIDEWALK AND BOLLARDS	GENERAL NOTES - WEDGES AND FENCING	0	05/22/2023		Sidewalks and Bollards (05/22/23)
C-0101 - SIDEWALK AND BOLLARDS	EXISTING CONDITIONS AND DEMOLITION PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
C-0201 - SIDEWALK AND BOLLARDS	GEOMETRY PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
C-0301 - SIDEWALK AND BOLLARDS	PAVING & DRAINAGE PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
C-0401 - SIDEWALK AND BOLLARDS	CONSTRUCTION DETAILS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
C-0501 - SIDEWALK AND BOLLARDS	POLLUTION PREVENTION PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
C-0601 - SIDEWALK AND BOLLARDS	MAINTENANCE OF TRAFFIC PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
Cover Page - Sidewalk and Bollards	COVER PAGE - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
Electrical					
E1-101 - SIDEWALK AND BOLLARDS	ELECTRICAL NOTES AND LEGEND - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
E1-201 - SIDEWALK AND BOLLARDS	ELECTRICAL OVERALL SITE PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
E1-301 - SIDEWALK AND BOLLARDS	ELECTRICAL LIGHTING ENLARGED PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
E1-400 - SIDEWALK AND BOLLARDS	ELECTRICAL ONE LINE DIAGRAM - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
Landscape					
I1.00 - SIDEWALK AND BOLLARDS	IRRIGATION PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
I1.10 - SIDEWALK AND BOLLARDS	IRRIGATION PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
I2.00 - SIDEWALK AND BOLLARDS	IRRIGATION DETAILS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L0.00 - SIDEWALK AND BOLLARDS	GENERAL NOTES - - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L0.10 - SIDEWALK AND BOLLARDS	GENERAL LANDSCAPE NOTES - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)

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L1.00 - SIDEWALK AND BOLLARDS	DEMO PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L2.00 - SIDEWALK AND BOLLARDS	MATERIAL AND LAYOUT PLANS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L2.10 - SIDEWALK AND BOLLARDS	DETAILS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L2.20 - SIDEWALK AND BOLLARDS	DETAILS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L2.30 - SIDEWALK AND BOLLARDS	DETAILS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L3.00 - SIDEWALK AND BOLLARDS	LANDSCAPE PLAN - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
L3.10 - SIDEWALK AND BOLLARDS	LANDSCAPE DETAILS - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)
Structural					
S6.01 - SIDEWALK AND BOLLARDS	PARTIAL SITE PLAN, SECTION AND GENERAL NOTES - SIDEWALK AND BOLLARDS	0	05/22/2023		Sidewalks and Bollards (05/22/23)

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Wedges and Fencing (05/22/23)

JB

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A0.20	SPECIFICATIONS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
A1.00 - WEDGES AND FENCING	OVERALL SITE PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
A4.00 - WEDGES AND FENCING	WALL SECTIONS + DETAILS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
Civil					
C-0001	GENERAL NOTES - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
C-0101	EXISTING CONDITIONS AND DEMOLITION PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
C-0201	GEOMETRY PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
C-0301	PAVING & DRAINAGE PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
C-0401	CONSTRUCTION DETAILS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
C-0501	POLLUTION PREVENTION PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
Electrical					
E1-101	ELECTRICAL NOTES AND LEGEND - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
E1-201	ELECTRICAL OVERALL SITE PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
E1-302	ELECTRICAL POWER ENLARGED PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
E1-400	ELECTRICAL ONE LINE DIAGRAM - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
General					
Cover Page Wedges and Fencing	COVER PAGE- WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
Landscape					
L0.00	GENERAL NOTES - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
L0.10	GENERAL LANDSCAPE NOTES - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
L1.00	DEMO PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
L2.00	MATERIAL AND LAYOUT PLANS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
L2.10	DETAILS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
SECURITY					
ES-000	SECURITY LEGEND AND NOTES - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-001	SECURITY OVERALL SITE REFERENCE PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-101	SECURITY EAST GATE DEMO PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-102	SECURITY WEST GATE DEMO PLAN - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-201	SECURITY EAST GATE NEW WORK - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-202	SECURITY WEST GATE NEW WORK - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-203	SECURITY BUILDING NEW WORK - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)

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ES-401	SECURITY FUNCTIONAL DIAGRAM - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-501	SECURITY EAST GATE EQUIPMENT DETAILS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-502	SECURITY PARKING CONTROL EQUIPMENT DETAILS	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-601	SECURITY SEPECIFICATIONS	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-602	SECURITY SPECIFICATIONS	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-603	SECURITY SPECIFICATIONS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-604	SECURITY SPECIFICATIONS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)
ES-605	SECURITY SPECIFICATIONS - WEDGES AND FENCING	0	05/22/2023		Wedges and Fencing (05/22/23)

EXHIBIT F
APPLICATION FOR PAYMENT PROCEDURES

Application for Payments must be received by Foresight Construction Group's main office by the 20th of each month and should be projected through the 25th of the month. Pay Applications can be submitted via e-mail to: Accounts Payable at ap@foresightcqi.com or mailed to our main office at 3917 NW 97th Blvd., Gainesville, FL 32606. Pay Applications must be received by the 20th of the month otherwise it will be considered 'late' and will be processed on the following month's billing cycle. This submission date may be adjusted based on holidays, weekends, or other conflicts at the discretion of the Contractor. The following items are checked for compliance:

PRIOR TO FIRST DRAW

1. Fully Executed Subcontract Agreement or Professional Service Agreement
2. Approved Insurance Certificate(s)

FIRST DRAW AND SUBSEQUENT DRAWS

1. Submit an 'Application and Certificate for Payment' AIA Document G702 along with 'Continuation Sheet' AIA Document G703 (or an equivalent Pay Application form including a Schedule of Values)
2. Partial Waiver and Release of Lien
3. Partial Waiver and Release of Lien from lower tier subcontractors and suppliers (if applicable)
4. Certified Payroll including any lower tier subs (if applicable)

FINAL DRAWS

1. Submit an 'Application and Certificate for Payment' AIA Document G702 along with 'Continuation Sheet' AIA Document G703 (or an equivalent Pay Application form including a Schedule of Values)
2. Submit a separate Pay Application for retainage (if applicable)
3. Submit all Close Out Documents (if applicable)
4. Final Waiver and Release of Lien
5. Unconditional Final Waiver and Release of Lien from lower tier subcontractors and suppliers (if applicable)
6. Final Certified Payroll including any lower tier subs (if applicable)

After the draw request is found to be in compliance with the above items, it is forwarded to the Project Manager for verification of the percentage of completion and their final approval. If your draw request has incomplete or incorrect information, it will be returned for correction.

Prior to and as a condition of payment of final regular draw (excluding retainage), all required closeout documents, including as-built drawings and manufacturer's warranties are to be provided to Contractor.

EXHIBIT G
PARTIAL WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ (Date) to Foresight Construction Group, Inc. on the Federal Reserve Bank of Atlanta owned job of Federal Reserve Bank Jacksonville Site Improvements to the following property:

800 Water Street, Jacksonville, FL

This is also a waiver and release of all claims against any payment bond posted by Foresight Construction Group, Inc. and a general release of claims against Foresight Construction Group, Inc. through the date specified above. This waiver and release does not include: retention withheld by the owner as of the date specified above; labor, services, or materials furnished after the date specified above; and the following claims (none if left blank):

First Coast Hurricane Shutters, LLC dba Better Exterior Solutions
Company Name

Signature

Print Name and Title

Date Signed

JED

EXHIBIT H
FINAL WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Foresight Construction Group, Inc. on the Federal Reserve Bank of Atlanta owned job of Federal Reserve Bank Jacksonville Site Improvements to the following property:

800 Water Street, Jacksonville, FL

This is also a final waiver and release of all claims against any payment bond posted by Foresight Construction Group, Inc. and a general release of claims against Foresight Construction Group, Inc. This waiver and release does not include the following claims (none if left blank):

First Coast Hurricane Shutters, LLC dba Better Exterior Solutions
Company Name

Signature

Print Name and Title

Date Signed

JED

EXHIBIT I
CERTIFICATE OF INSURANCE SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Contractors Agent Street City, State, Zip Code Phone Number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Name of Insurance Company</td> <td style="text-align: center;">XXXXX</td> </tr> <tr> <td>INSURER B: Name of Insurance Company</td> <td style="text-align: center;">XXXXX</td> </tr> <tr> <td>INSURER C: Name of Insurance Company</td> <td style="text-align: center;">XXXXX</td> </tr> <tr> <td>INSURER D: Name of Insurance Company</td> <td style="text-align: center;">XXXXX</td> </tr> <tr> <td>INSURER E: Name of Insurance Company</td> <td style="text-align: center;">XXXXX</td> </tr> <tr> <td>INSURER F: Name of Insurance Company</td> <td style="text-align: center;">XXXXX</td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: Name of Insurance Company	XXXXX	INSURER B: Name of Insurance Company	XXXXX	INSURER C: Name of Insurance Company	XXXXX	INSURER D: Name of Insurance Company	XXXXX	INSURER E: Name of Insurance Company	XXXXX	INSURER F: Name of Insurance Company	XXXXX
CONTACT NAME:																					
PHONE (A/C, No, Ext):	FAX (A/C, No):																				
E-MAIL ADDRESS:																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A: Name of Insurance Company	XXXXX																				
INSURER B: Name of Insurance Company	XXXXX																				
INSURER C: Name of Insurance Company	XXXXX																				
INSURER D: Name of Insurance Company	XXXXX																				
INSURER E: Name of Insurance Company	XXXXX																				
INSURER F: Name of Insurance Company	XXXXX																				
INSURED Contractor Street City, State, Zip Code Phone Number																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
☒	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	Y	Y	Policy Number	Date	Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
☒	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	Y	Y	Policy Number	Date	Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
☒	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			Policy Number	Date	Date	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Policy Number	Date	Date	☐ PER STATUTE ☐ OTHER \$ 500,000 E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$
	*Professional Liability *Pollution Liability			(*when applicable) (*when applicable)			\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named as Additional Insured regarding General Liability for On-Going & Completed Operations (per attached form CG2010 (11/85) or its equivalent) and on Auto Liability as required by written contract. General Liability is on a Primary and Non-Contributory basis. General Liability is on a Per Project General Aggregate basis. Waiver of Subrogation in favor of Certificate Holder applies to General Liability, Auto Liability and Worker's Compensation as required by written contract. Umbrella as required by written contract will follow form. 30 Day Notice of Cancellation for all applicable policies listed above as per written contract.

CERTIFICATE HOLDER**CANCELLATION**

Foresight Construction Group, Inc. 3917 NW 97th Blvd. Gainesville, FL 32606	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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JED

EXHIBIT J

CLOSEOUT REQUIREMENTS

1. General

- 1.1. All closeout documents shall be submitted via Procore unless otherwise directed by Contractor.
- 1.2. Unless otherwise directed in writing, Subcontractor agrees to submit all closeout documents, including required owner training, 30 calendar days before substantial completion, excluding as-built drawings. The as-builts shall be updated and submitted no later than 5 calendar days after substantial completion.
- 1.3. As specified in the 'APPLICATION FOR PAYMENT PROCEDURES' exhibit attached herein, all required closeout documents are to be provided to the Contractor prior to and as a condition of payment of final regular draw (excluding retainage).
- 1.4. O&M data shall be provided for all products incorporated into the project under this agreement.

2. Warranties

2.1 Workmanship Warranty

- 2.1.1 As specified in 'TERMS AND CONDITIONS_XIV', Subcontractor shall provide a written guarantee acceptable to the Owner and Contractor guaranteeing that all workmanship, and material if provided by Subcontractor, will be free from defects for a period of one (1) year from the date of substantial completion.
- 2.1.2 If a Substantial Completion date has not been determined before the submittal deadline, Subcontractor acknowledges that their 1-Yr Subcontractor Warranty is due for submission by the specified deadline, regardless of the determination of the Substantial Completion Date. Additionally, warranty letters are permitted to state "1 year from the date of substantial completion" instead of specifying the actual date.

2.2 Manufacturer and Special Warranties

- 2.2.1 Manufacturer Warranties shall guarantee material for the duration outlined in the project specifications. If no duration is outlined in the specifications, Subcontractor will submit Manufacturer and/or Special Warranties as issued by the Manufacturer. In the event of a conflict between the warranty duration specified in the contract Specifications and the Manufacturer's/Special warranties the contract specifications shall prevail.
- 2.2.2 The subcontractor must complete and submit any required paperwork for manufacturer warranties, ensuring their validity. This responsibility falls on the subcontractor, who will act on behalf of the Owner in this process. Such responsibility includes the separation of warranties so that the Owner and end user shall have sufficient access and claim to the warranty.
- 2.2.3 Manufacturer Warranties shall be submitted independent of O&M's. If a warranty is embedded in a Manufacturer's O&M, **the Subcontractor will extract only the applicable pages for warranty and highlight warranty language.**

3. Attic Stock

- 3.1. Attic/Extra Stock should be documented via an Attic Stock Transmittal Letter. If your company doesn't have a standard transmittal letter, Foresight's Superintendent can provide one upon request.
- 3.2. The Attic Stock Transmittal Letter should include details of the transmitted items, quantity, handover date to the Foresight Superintendent, and the Superintendent's signature.

4. File Name Guidelines

- 4.1. All file names should include the applicable spec section. If a project has no specifications or the document is not a spec-required file, the file name should include the applicable cost code as noted on the signature page of this Subcontract Agreement.
- 4.2. Spaces between identifying information within the file name should be separated with underscores.

i.e. 21 07 13_Enclosure Integrity Test Report_Big Room

- 4.3. When naming Manufacturer Warranty files, file names should include spec section, issuing company's name, and short product description.

i.e. 22 03 12_Delta Faucet Warranty

26 18 04_Southwire Surge Guard Warranty

EXHIBIT L
SUBCONTRACTOR PAYMENT AND PERFORMANCE BOND SAMPLES

SUBCONTRACTOR PAYMENT BOND

Bond Number [_____]

KNOWN ALL MEN BY THESE PRESENTS, that _____
("Subcontractor"), as principal and _____ ("Surety") a
corporation organized and existing under the laws of the State of _____ ("Surety"), as
surety, are held and firmly bond unto obligee, Foresight Construction Group, Inc. ("Contractor"), in the sum of

(\$ _____) ("Subcontract Price"), for the payment of which sum Subcontractor and Surety bind
themselves, and their respective heirs, administrators, executors, successors, and assigns, jointly and severally, firmly
by these presents.

WHEREAS, Contractor has been awarded a contract ("Prime Contract"), by _____
_____ for construction of

("Project Name and Location") and;

WEREAS Subcontractor has entered into a written Subcontract with Contractor, dated _____ ("Subcontract")
to perform certain portions of the work in connection with the Prime Contract (the "Work") which Subcontract is hereby
referred to and made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Subcontractor promptly makes payment
to all persons supplying labor, material or equipment in the prosecution of the Work provided for in the Subcontract, and
any and all modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless the
Contractor and Contractor's surety of and from and all loss, damage, and expense, including costs and attorneys' fees,
which Contractor or Contractor's surety may sustain by reason of Subcontractor's failure to do so, then this obligation
shall be null and void; otherwise it shall remain in full force and effect.

Subcontractor and Surety agree that no change, extension of time, alteration, addition, omission, or other modification
of the terms of either the Subcontract or the Prime Contract, or both, or in the Work to be performed, or in the plans or
specifications, or any forbearance on the part of either Contractor or Subcontractor to the other, shall in anywise affect
their obligation on this Bond, and do hereby waive notice of any such changes, extensions of time, alterations,
additions, omissions, and other modifications. Any increase in the Subcontract Price shall automatically result in a
corresponding increase in the penal sum of this Bond; decreases in the Subcontract Price shall not however, reduce the
penal sum of this Bond unless specifically provided for in a written change order.

Subcontractor and Surety agree that they will indemnify and hold harmless Contractor and Contractor's surety, if any,
on the subject project, for claims for payment of labor, materials or equipment arising under the Subcontract, and that it
is their intent that their liability under this Bond shall be primary to any such claims which may be asserted against
Contractor or Contractor's surety, if any. Contractor, Subcontractor and Surety agree that the monetary limitation of this
indemnity and hold harmless provision shall be the penal sum of this bond as set forth above and incorporated herein
plus all attorneys' fees and costs associated with Subcontractor's and Subcontractor's Surety's defense, indemnity and
hold harmless obligations under this Bond.

Subcontractor and Surety agree that they will defend Contractor and Contractor's surety, if any, on the subject project,
from any claims for payment of labor, materials or equipment arising under the Subcontract. Subcontractor and Surety
agree that this Bond shall inure to the benefit of all persons supplying labor, materials or equipment in the prosecution
of the Work provided for in the Subcontract, as well as to the Contractor and Contractor's surety, and that such persons
may maintain independent actions upon this Bond in their own names. The intent of this Bond shall be to include
without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline,
telephone service or rental equipment used in the Subcontract, architectural and engineering services required for
performance of the Work of the Subcontractor and health, welfare and fringe benefits, federal, state and local taxes,
delay and impact damage and all other items for which either a mechanic's or construction lien or payment bond claim
may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the
Subcontract is or was to be performed, any provision of this Bond conflicting with said statutory or legal requirement
shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be
deemed incorporated herein.

Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Subcontractor and/or Surety shall promptly furnish a copy of this Bond.

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 party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

Or Secretary's Attest

(Seal)

(Principal/Subcontractor)

(Business Address)

(Signature)

(Name and Title)

Witness:

Or Secretary's Attest

(Seal)

(Surety)

(Business Address)

(Signature)

(Name and Title)

SUBCONTRACTOR PERFORMANCE BOND

Bond Number []

KNOWN ALL MEN BY THESE PRESENTS, that _____
 ("Subcontractor"), as principal and _____ ("Surety") a
 corporation organized and existing under the laws of the State of _____ ("Surety"), as
 surety, are held and firmly bond unto obligee, Foresight Construction Group, Inc. ("Contractor"), in the sum of

(\$ _____) ("Subcontract Price"), for the payment of which sum Subcontractor and Surety bind
 themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly
 by these presents.

WHEREAS, Contractor has been awarded a contract ("Prime Contract"), by _____
 _____ for construction of

 ("Project Name and Location") and;

WEREAS Subcontractor has entered into a written Subcontract with Contractor, dated _____ ("Subcontract")
 to perform certain portions of the work in connection with the Prime Contract (the "Work") which Subcontract is hereby
 referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if Subcontractor shall well and truly
 perform all the undertakings, covenants, terms, conditions, and agreements of the Subcontract including modifications
 thereto, within the time provided therein and any extensions thereof that may be granted by Contractor, and during the
 life of any guaranty required under Subcontract or pursuant to statute, and shall indemnify and save harmless
 Contractor and Contractor's surety of and from any and all loss, damages, and expense, including but not limited to:
 liquidated damages, actual delay damages, consequential damages, correction of defective work, consulting and expert
 fees and attorney's fees ("Losses"), which Contractor or Contractor's surety sustain by reason of Subcontractor's or
 Surety's failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Subcontractor and Surety agree that no change, extension of time, alteration, addition, omission, or other modification
 of the terms of the Subcontract or the Prime Contract, or in the Work to be performed, or in the plans or specifications
 ("Changes"), shall in anywise affect their obligation on this Bond, and do hereby waive notice of any such Changes. Any
 increase in the Subcontract Price shall automatically result in a corresponding increase in the penal sum of this Bond;
 decreases in the Subcontract Price shall not however, reduce the penal sum of this Bond unless specifically provided
 for in a written change order.

1. Whenever Subcontractor is and shall be declared in default by Contractor under the Subcontract, Surety
 shall promptly reimburse Contractor for all Losses incurred by Contractor in the course of supplementing, correcting, or
 completing Subcontractor's Work, or incurred on account of Contractor allowing Subcontractor to continue with its
 Work while Losses accrue; or
2. In the event Contractor terminates Subcontractor's right to complete the Subcontract, Surety shall
 promptly:
 - 2.1 Complete the Subcontract in accordance with its terms and conditions; or
 - 2.2 Obtain bids for completing the Subcontract in accordance with its terms and conditions, and upon
 determination by Surety of the lowest responsible bidder, or negotiated proposal, or, if Contractor elects,
 upon determination by Contractor and Surety jointly of the lowest responsible bidder or negotiated
 proposal, arrange for a contract between such party and Contractor. Surety will make available as Work
 progresses sufficient funds to pay the costs incurred and shall remain primarily liable to Contractor for the
 completion of the Subcontract, or
 - 2.3 As soon as practicable, pay Contractor an amount reasonably determined by Contractor to
 remedy Subcontractor's default and compensate Contractor for all Losses.
3. Notwithstanding any provision of Articles 1 or 2 of this Bond to the contrary, should Contractor reasonably
 determine that job progress will be delayed or that delay damages will be assessed unless immediate action is taken to
 cure Subcontractor's default, Contractor may re-let or complete the Work or supplement the Subcontractor. The
 reasonable cost of such re-letting, supplementation, or completion, plus any Losses, shall be considered as part of the
 cost of completion to be borne by Surety.
4. Should Surety not proceed as provided in Articles 1 or 2 of this Bond with reasonable promptness,
5. Contractor may provide Surety ten (10) additional days' written notice, demanding that Surety perform its

obligations under this Bond, Contractor may consider Surety in default and be entitled to enforce any remedy available to Contractor. If Surety proceeds as provided in Article 2.3 and Contractor refuses the payment tendered or if Surety denies liability in whole or in part, Contractor, without further notice, shall be entitled to enforce any available remedy.

6. Should Surety deny liability in whole or in part on any claim asserted hereunder Surety shall notify Contractor within twenty (20) days of the declaration of default and specifically state all reasons for Surety's denial of liability. Failure to deny liability within the foregoing notification period or reasons for denial that are not specifically stated in Surety's notification shall be deemed a waiver of the right to deny liability, or the right to deny liability on grounds not specifically stated.

7. Any suit under this Bond may be Instituted any time prior to the expiration of the later of: (a) two years from the date on which final payment under the Subcontract is made or (b) the statute of limitations applicable to the Subcontract and the Work thereunder, it being agreed and intended that the statute of limitations applicable to action on this Bond is coextensive with the statute of limitations applicable to the Subcontract. No right of action shall accrue on this Bond to or for the use of any person or entity other than Contractor, its heirs, executors, administrators, assigns or successors. Any suit must be brought only in the courts of the jurisdiction in which Contractor's office shown on page one of this Bond is located or in the county where the project is located, at Contractor's sole discretion. Subcontractor and Surety consent and agree to the exclusive jurisdiction and venue of those courts.

8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Subcontract was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed Incorporated herein.

9. The penal sum of this Bond shall not be reduced by any payments or losses or expenses incurred or made by Surety pursuant to the Subcontractor Payment Bond issued simultaneous herewith.

10. Notice to Subcontractor, Surety or Contractor shall be mailed or delivered to the address shown herein.

11. Any singular reference to Subcontractor, Surety, Contractor or other party shall be considered plural where applicable.

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 party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

(Seal)

Or Secretary's Attest

(Principal/Subcontractor)

(Business Address)

(Signature)

(Name and Title)

Witness:

(Seal)

Or Secretary's Attest

(Surety)

(Business Address)

(Signature)

(Name and Title)

ASBESTOS WORKER/HEAR & FROST	RATES	FRINGES
Insulator	\$28.00	\$12.30
CARPENTER (Includes Drywall Hanging and Form Work) ...	\$23.63	\$13.30
ELECTRICIAN (Includes Low Voltage Wiring)	\$32.31	\$14.20
Elevator Mechanic	\$46.83	\$37.35
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and over	\$33.05	\$9.20
All Cranes Over 15 Ton		
Capacity	\$32.05	\$9.20
OPERATOR: Forklift	\$23.25	\$9.20
OPERATOR: Mechanic	\$32.05	\$9.20
OPERATOR: Oiler	\$23.50	\$9.20
IRON WORKER, ORNAMENTAL	\$27.75	\$15.27
PLUMBER	\$35.09	\$16.50
PIPEFITTER (Includes HVAC Pipe and Unit Installation)	\$35.09	\$16.50
SPRINKER FITTER (Fire Sprinklers)	\$32.03	\$22.15
SHEET METAL WORKER (Includes HVAC Duct Installation)	\$27.88	\$16.14
CEMENT MASON/CONCRETE FINISHER	\$17.38	\$0.00
IRON WORKER, REINFORCING	\$22.81	\$11.58
IRON WORKER, STRUCTURAL	\$17.66	\$ 4.49
LABORER: Common or General, including Cement Mason		
Tending	\$13.62	\$0.00
LABORER: Pipelayer	\$13.73	\$1.07
OPERATOR:		
Backhoe/Excavator/Track hoe	\$14.44	\$1.40
OPERATOR: Bulldozer	\$15.40	\$1.90
OPERATOR: Grader/Blade	\$18.97	\$0.00
OPERATOR: Loader	\$14.83	\$1.84
OPERATOR: Roller	\$14.43	\$4.78
PAINTER: Brush, Roll, and Spray	\$15.62	\$2.05
ROOFER	\$16.99	\$2.05
TILE SETTER	\$18.01	\$0.00
TRUCK DRIVER: Dump Truck	\$13.22	\$2.12
TRUCK DRIVER: Lowboy Truck	\$14.24	\$0.00

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Certificate Of Completion

Envelope Id: 4C81C0270066478C90E28680DE264380

Status: Sent

Subject: Please DocuSign: First Coast Hurricane Shutters J24-003 SCA

Source Envelope:

Document Pages: 53

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 53

Lien Aleman

AutoNav: Enabled

3917 NW 97th Blvd

Enveloped Stamping: Enabled

3917 NW 97th Blvd

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Gainesville, FL 32606

laleman@foresightcgi.com

IP Address: 50.215.192.14

Record Tracking

Status: Original

Holder: Lien Aleman

Location: DocuSign

7/12/2024 11:35:53 AM

laleman@foresightcgi.com

Signer Events**Signature****Timestamp**

Brent Durban

brent@betterexteriors.com

CEO, Owner

Security Level: Email, Account Authentication
(None)*Brent Durban*Signature Adoption: Pre-selected Style
Using IP Address: 107.194.5.78

Sent: 7/12/2024 11:53:16 AM

Viewed: 7/13/2024 2:48:09 AM

Signed: 7/17/2024 6:08:37 AM

Electronic Record and Signature Disclosure:

Accepted: 7/13/2024 2:48:09 AM

ID: 4c349679-a36c-4b7e-a0aa-4aaf2179a5e3

Rob West

rwest@foresightcgi.com

Security Level: Email, Account Authentication
(None)

Sent: 7/17/2024 6:08:40 AM

Electronic Record and Signature Disclosure:

Accepted: 12/19/2018 6:49:51 PM

ID: 4f60954e-5773-4797-8a0b-9ceecd31fbf9

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Kendall McPherson

kmcpherson@foresightcgi.com

Risk Management Administrator

Foresight Construction Group

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 7/12/2024 11:53:16 AM

Viewed: 7/16/2024 8:28:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Todd Brearley tbrearley@foresightcgi.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/14/2022 6:57:46 AM ID: 488bf0b5-39b2-4c65-afd2-13c50cd0fb11		
Robin Pope rpope@foresightcgi.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/1/2021 6:20:46 AM ID: 47cf1c27-6773-4d29-9fd9-99698518eea0		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/12/2024 11:53:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Foresight Construction Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Foresight Construction Group:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cbarroso@foresightcgi.com

To advise Foresight Construction Group of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cbarroso@foresightcgi.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Foresight Construction Group

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cbarroso@foresightcgi.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Foresight Construction Group

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cbarroso@foresightcgi.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Foresight Construction Group as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Foresight Construction Group during the course of my relationship with you.



**Special Meeting
Agenda Item #3B
Lining of Sanitary Sewer Laterals**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Lining of Sanitary Sewer Laterals on Penman Road
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 11, 2025
BACKGROUND:	In September 2024 during a period of heavy rains and high flows to the treatment plant, personnel discovered a portion of sewer main pipe along Penman Road discharging approximately 70,000 gallons per day of groundwater into the system. The pipe was video inspected and subsequently lined as an emergency. During video inspection of the rehabilitated pipe, lateral pipes were noted as leaking at the main. BLD Services, LLC video inspected sewer laterals on the rehabilitated main pipe and found groundwater leaking at the main connection. This project would line the city's portion of sewer lateral, sealing joints and connection points at the main pipe and at the customer's lateral. Lining avoids costly excavation for traditional open cut construction. BLD provided a quote to line the laterals in the amount of \$30,750.00. Within the quote, Line E31 is included should residential MOT be utilized in lieu of Line E32. Line E32 is an actual per day charge with three days of construction estimated.
BUDGET:	As of 3.11.25, Current Budget FY25 Sewer Services, Improvements – Not Buildings (401-4335-535-60-63) is \$2,492,130.35 with Budget Available of \$2,425,359.20.
RECOMMENDATION:	Award to BLD Services, LLC in the amount of \$30,750.00.
ATTACHMENT:	• BLD Services, LLC quote • CONB and JUM piggyback agreement • Boca Raton piggyback contract and bid package



March 10, 2025

Proposal# BLD-251003

Deryle Calhoun, Jr., P.E.
 Director, City of Neptune Beach Public Works
 2010 Forest Avenue
 Neptune Beach, Florida 32266

RE: Lateral Lining 6 Laterals on Penman Rd

Deryle,

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal. Pricing terms and conditions of the existing City of Boca Raton contract.

Item #	Description	Qty	Unit	Unit \$	Total \$
E9	Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	6	EA	\$4,700.00	\$28,200.00
E12	Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	0	L.F.	\$100.00	\$0.00
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	0	EA	\$450.00	\$0.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	0	L.F.	\$5.00	\$0.00
E31	Maintenance of traffic - residential street	0	SET-UP	\$650.00	\$0.00
E32	Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway	3	SET-UP	\$850.00	\$2,550.00
	Total				\$30,750.00

We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Gordon Marshall".

Gordon Marshall
Business Development
gordon@bdlc.net

cc Mark Dalmau
Nicole Little

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **BLD Services, LLC**, (“Contractor”), concerning that certain contract with **CITY OF NEPTUNE BEACH**, City of Boca Raton.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, City of Boca Raton awarded a bid solicitation through **Request for Proposal or Invitation to Bid #** _____ Bid No. 2022-21 Sanitary and Storm Sewer Rehabilitation, PROJECT: 7121005 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“City of Boca Raton Contract”), which is attached hereto and incorporated herein as **Exhibit “A”**; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach; therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the City of Boca Raton except as amended herein; and

WHEREAS, the City of Boca Raton Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the City of Boca Raton Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the City of Boca Raton Contract are incorporated by reference herein.

2. Amendments. The City of Boca Raton Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the City of Boca Raton Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the City of Boca Raton Contract and terms of this Agreement to “piggyback,” the terms of this Agreement to “piggyback” shall prevail. The scope of services, equipment, goods and products provided, and prices in the City of Boca Raton Contract contained in Exhibit “A” shall be incorporated herein. In addition, the City of Neptune Beach and its equivalent staff and address shall be substituted for the VCCDD, Florida and its staff and addresses, as may be required in the awarded City of Boca Raton Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

4. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless 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 the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

5. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Brevard County in the Brevard County Contract in derogation hereof shall be void and of no force or effect.

6. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

7. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

8. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

9. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any

contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

10. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

12. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

THE CITY OF NEPTUNE BEACH:

By: _____
Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By: _____
City Clerk

BLD Services, LLC:

Signature:  _____
Print Name: Jacob Trapani

Print Title: Vice-President

Attested By:  _____
(Signature, Printed Name, Title) Beth Piediscalzo, Executive Administrator

Approved as to Legal Form and Content by:



Vose Law Firm, City Attorney

CONTRACT

Bid No. 2022-021
Sanitary and Storm Sewer Rehabilitation
PROJECT: 7121005

This Contract made and entered into this 23rd day of February 2023, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and BLD Services, LLC, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for Bid No. 2022-021, Group: E – Lateral Lining as expressed in its Bid No. 2022-021; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME FOR EACH WORK ORDER

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days from the date the Owner (with the exception of a Work Order that has an expedited mobilization or unless otherwise noted on the Work Order) has signed such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

3.0 COMPENSATION TO BE PAID CONTRACTOR

3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will contract an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.

3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.

3.4 The City is not required to issue any Work Orders hereunder.

4.0 CONTRACT TERM AND RENEWAL TERMS

4.1 The Contract shall commence on the date set forth above, and shall be for a five (5) year term. The City requires a firm price for the initial two (2) years of the Contract term.

4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of three (3) additional one-year renewal periods.

4.3 The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in the General Conditions, Item 25, Owner's Right to Terminate Contract. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

4.4 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed one (1) year.

5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not

assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 INTENT AND CORRELATION OF DOCUMENTS

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vice-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings/Exhibits/Appendixes
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
 2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be 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.
 3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida

Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR.

If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

- A. Owner's Right to Terminate Contract for Default
 - 1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;

- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 - (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

COVERAGE AND MINIMUM LIMITS

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000**/\$2,000,000 occurrence/aggregate Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.

Umbrella or Excess Liability coverage is required and shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required. Umbrella or Excess Liability minimum requirement is \$2,000,000.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Railroad Protective Liability:

When work done by the contractor is within 50 feet of a railroad tracks or railroad right of way, the Contractor shall maintain Railroad Protective Liability Insurance (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. The RPL coverage may be included by endorsement to the Commercial General Liability policy (CGL) or as a separate policy.

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca

Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to

purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Lisa Wilson-Davis
Email: lwilsondavis@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton
Name Chris Helfrich, P.E., Utility Services Director
Address 1401 Glades Road, Boca Raton, FL 33431
Email chelfrich@myboca.us

As to Contractor: BLD Services, LLC
Name Jacob Trapani, Vice President
Address 2424 Tyler Street, Kenner, LA 70062
Fax (504) 461-5971
Email jacob@bldllc.net

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 PUBLIC RECORDS

- 15.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Contract requires the Contractor to provide services and/or materials, and therefore the Contractor shall comply with Section 119.0701, Florida Statutes. Specifically, the Contractor shall:

15.1.1 Keep and maintain all public records related to the performance of the Work.

15.1.2 Upon request from the City's custodian of public records, provide the City 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

15.1.3 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 Agreement term and following completion of the Agreement.

15.1.4 Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Work. The Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

15.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 15.2 The failure of the Contractor to comply with the provisions set forth in this Section, or to comply with the City request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against the Contractor provided for under this Contract or at law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS BID, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

16. SCRUTINIZED COMPANIES

- 16.1 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
- 16.1.1 Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 16.1.2 Contractor engages in business operations in Cuba or Syria; or
 - 16.1.3 Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 16.2 By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- 16.3 Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) calendar days of the date of such occurrence.
- 16.4 In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- 16.5 Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for

a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 MISCELLANEOUS

- 18.1 Remedies. The remedies expressly provided in this Agreement to Owner shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Owner now or later existing at law or in equity.
- 18.2 Nonwaiver. A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
- 18.3 Severability. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

- 18.4 Governing Law / Venue / Waiver of Jury Trial. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and BLD Services, LLC has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON

Witness:

Mary Siddons
Cynthia McDonald

By: [Signature]
Leif Ahnell, C.P.A., C.G.F.O., City Manager

(Seal)

Approved by Council on December 13, 20 22

Item 9.A.8 Account Number 470.42.10001.54600011.535.0000000.0000

CONTRACTOR:

Attest:

[Signature]

Shirley Jarrell Wagner
Corporate Secretary
(affirm Corporate Seal)

By:

[Signature]
Signature

Witness:

Name: Jacob Trapani

Jeannie Vellafranco
Lilsi Garcia

Title: Vice President
President or other duly authorized
Corporate Officer

Item #	Description	Qty	Unit	Unit \$	Total \$
E1	Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (up to 6 feet in length, all depths)	6	EA	\$4,500.00	\$27,000.00
E2	Install cured-in-place sectional pipe liners, 8-inch to 12-inch diameter (per linear foot beyond 6 feet in length, all depths)	4	L.F.	\$750.00	\$3,000.00
E3	Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (up to 6 feet in length, all depths)	2	EA	\$7,500.00	\$15,000.00
E4	Install cured-in-place sectional pipe liners, 15-inch to 21-inch diameter (per linear foot beyond 6 feet in length, all depths)	4	L.F.	\$1,250.00	\$5,000.00
E5	Install T-liner in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	30	EA	\$4,700.00	\$141,000.00
E6	Install T-liner in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$6,900.00	\$27,600.00
E7	Install T-liner in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	\$8,900.00	\$17,800.00
E8	Install T-liner in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	200	L.F.	\$100.00	\$20,000.00
E9	Install mainline/lateral connection repair system in 8-inch to 12-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	30	EA	\$4,700.00	\$141,000.00
E10	Install mainline/lateral connection repair system in 15-inch to 18-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	4	EA	\$6,900.00	\$27,600.00

Item #	Description	Qty	Unit	Unit \$	Total \$
E11	Install mainline/lateral connection repair system in 21-inch mains with 4-inch to 6-inch laterals, all depths (includes 25 feet of lateral)	2	EA	\$8,900.00	\$17,800.00
E12	Install mainline/lateral connection repair system in 4-inch to 6-inch laterals, all depths (per linear foot beyond 25 feet of lateral)	200	L.F.	\$100.00	\$20,000.00
E13	Transitional liner 6-inch to 4-inch	2	EA	\$750.00	\$1,500.00
E14	Lateral grouting (if required in preparation for T-liner or mainline/lateral connection repair system installation)	8	EA	\$500.00	\$4,000.00
E15	Recut lateral insufficiently reinstated by others	20	EA	\$750.00	\$15,000.00
E16	Grout annular space following recut of lateral insufficiently reinstated by others	20	EA	\$500.00	\$10,000.00
E17	Protruding service connection removal by internal means	6	EA	\$750.00	\$4,500.00
E18	Sewer main cleaning and TV inspection (6-inch through 12-inch)	3,600	L.F.	\$5.25	\$18,900.00
E19	Sewer main cleaning and TV inspection (15-inch through 21-inch)	1,800	L.F.	\$9.00	\$16,200.00
E20	Sewer lateral cleaning and TV inspection from main (up to 30 feet)	24	EA	\$450.00	\$10,800.00
E21	Sewer lateral cleaning and TV inspection from main (beyond 30 feet)	120	L.F.	\$5.00	\$600.00
E22	Sewer lateral cleaning and TV inspection from cleanout (up to 30 feet)	6	EA	\$300.00	\$1,800.00
E23	Sewer lateral cleaning and TV inspection from cleanout (beyond 30 feet)	60	L.F.	\$5.00	\$300.00
E24	Mechanical root or grease removal (12-inch and smaller)	1,200	L.F.	\$9.00	\$10,800.00
E25	Mechanical root or grease removal (15-inch through 21-inch)	600	L.F.	\$11.00	\$6,600.00
E26	Mechanical tuberculation/concrete removal (12-inch and smaller)	600	L.F.	\$25.00	\$15,000.00

Item #	Description	Qty	Unit	Unit \$	Total \$
E27	Mechanical tuberculation/concrete removal (15-inch through 21-inch)	300	L.F.	\$35.00	\$10,500.00
E28	Bypass pumping (6-inch through 10-inch sewer)	6	DAY	\$500.00	\$3,000.00
E29	Bypass pumping (12-inch and 15-inch sewer)	3	DAY	\$2,500.00	\$7,500.00
E30	Bypass pumping (18-inch through 21-inch sewer)	3	DAY	\$10,000.00	\$30,000.00
E31	Maintenance of traffic - residential street	55	SET-UP	\$650.00	\$35,750.00
E32	Maintenance of traffic - FDOT, Palm Beach County, or City arterial roadway	10	SET-UP	\$850.00	\$8,500.00
E33	Work in rear-yard easement (items E1 and E3)	3	EA	\$1,500.00	\$4,500.00
E34	Work in rear-yard easement (items E5 to E7)	8	EA	\$1,500.00	\$12,000.00
E35	Work in rear-yard easement (items E10 to E12)	8	EA	\$1,500.00	\$12,000.00
E36	Work in rear-yard easement (items E15 and E16)	4	EA	\$1,500.00	\$6,000.00
E37	Work in rear-yard easement (items E18 to E20 and E22)	20	EA	\$1,500.00	\$30,000.00
E38	Expedited mobilization	3	EA	\$2,500.00	\$7,500.00
E39	Allowance	1	AL	\$20,000.00	\$20,000.00
TOTAL					\$766,050.00

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

I, Shirley Jarrell Wagner, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No.2022-021**; that Jacob Trapani who signed the said Contract on behalf of the Contractor, was then Vice President of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 18th day of January, 2023.



Corporate Secretary
Shirley Jarrell Wagner

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
OF A LIMITED LIABILITY CORPORATION
OR PARTNERSHIP**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

State of _____ as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____ as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

BID NO. 2022-021

Sanitary and Storm Sewer Rehabilitation

State of Louisiana
as:
County of Jefferson

On this 18th day of January, 20 23, before me personally came and appeared
Jacob Trapani, to me known, who, being by me duly sworn, did depose
and say that he/she resides at

2424 Tyler Street, Kenner, LA 70062

that he/she is the Vice President

of BLD Services, LLC

the corporation described in and which executed the foregoing contract; that he knows the seal
of said corporation; that one of the impressions affixed to said contract is an impression of such
seal; that he is the proper official of said corporation designated to execute such contract, that
he/she has authority so to do, that he/she executed same for and in behalf of said corporation,
and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at Kenner, Louisiana

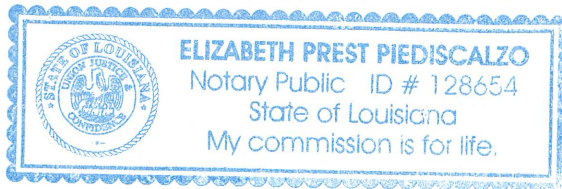
the day and year above written.

E. Piediscalzo

Notary Public

(Seal)

My Commission Expires: AT DEATH



PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, BLD Services, LLC, as Principal and Hartford Accident and Indemnity Company a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$ 495,000.00, 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 Contract dated February 23rd, 2023 between Principal and Owner for construction of Sanitary and Storm Sewer Rehabilitation, **Bid No. 2022-021**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, 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. 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. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes. subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on February 23rd, 20 23.

PRINCIPAL:

BLD Services, LLC

Principal

By: _____

Signature Jacob Trapani

Title: Vice President

Address 2424 Tyler Street

Kenner, LA 70062

(Seal)

ATTEST:

Shirley Jarrell Wagner
Corporate Secretary
Shirley Jarrell Wagner

Beeth Pridiscabze
Witness to Principal

(Address)

SURETY:

Hartford Accident and Indemnity Company

Surety

Cathy P. Grace
Attorney-in-fact Cathy P. Grace

(Seal)

See Power of Attorney Attached
Surety

Brad M. Grace
Witness as to Surety
Brad M. Grace

11505 Perkins Road, Bldg. 2-D

Address

Baton Rouge, LA 70810

Telephone: (225) 938-0112

Email: cathy@cpgrace.com

David R. Hoover, Florida Resident Agent

15050 NW 7th Ct., Ste. 200, Miami Lakes, FL 33016-5810
Address

A122785
License No.

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, **and be authorized to transact business in the State of Florida**, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

**CONSTRUCTION CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

BID NO. 2022-021

Sanitary and Storm Sewer Rehabilitation



CITY OF BOCA RATON
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

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BIDDING REQUIREMENTS SECTION 100 – INSTRUCTIONS TO BIDDERS

BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

1.0 Invitation to Bid

1.1 Due Date and Submittal Time

Sealed Bids for performing all Work in connection with the construction of the project titled: Sanitary and Storm Sewer Rehabilitation, will be received by the City of Boca Raton **before 3:00 p.m. on November 1, 2022.** Bids shall be publicly opened through the procedure set out in Exhibit CMD. Additionally, Bids that are not received in a method provided in Article 10 herein, that were received after the above date/time, or that were mailed or misdelivered to an incorrect office or address will not be accepted and/or will be returned unopened as further detailed in Article 10.

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the City.

1.2 Project Description and Conditions

The Work includes the furnishing of all labor, materials, equipment, services and incidentals for the on-going rehabilitation, repairs and replacement services to the City's wastewater collection system, including excavated point repairs, manhole rehabilitation, cured-in-place pipe lining, curd-in-place pressure pipe lining. This bid is intended to be a continuing term contract on an as needed basis for Work in the following groups:

- Group A: Excavated Point Repairs
- Group B: Manhole Rehabilitation
- Group C: Cured-In-Place (CIP) Pipe Lining
- Group D: Cured-In-Place (CIP) Pressure Pipe Lining
- Group E: Lateral Lining

The term contract will be a five (5) year continuing contract, with three (3) one-year renewals for rehabilitation, repairs and replacement services to the City's wastewater collection system. The City will issue a separate Work Order for each individual project, on an as needed basis.

1.3 Virtual Pre-Bid Conference

Please be aware that the City will use **“Go To Meeting” to hold the PRE-BID CONFERENCE, virtually, on October 12 at 11:00 a.m.,** which will be open for all interested parties to attend. City personnel will be on the virtual conference to answer questions and explain the intent of the Bid Documents. While attendance during this virtual Pre-Bid Conference is not mandatory, all interested parties are strongly urged to attend.

Instructions for participating / joining the “GoTo Meeting” are provided in Exhibit CMD. Please review them in detail and in advance so that there is no issue when joining the Pre-Bid Conference.

2.0 Conditions for Bid Submission

All conditions and requirements for Bid submission, consideration, and award are contained in the Bidding Requirements, Section 100 and Section 200.

The documents to be utilized for bidding of the Work consist of the following:

Instructions to Bidders, Section 100
Bid Form and Attachments 1 through 7, Section 200
Contract and Forms, Section 300
Special Provisions
General Conditions
Technical Specifications
Addenda
Drawings/Exhibits/Appendix

3.0 Definitions

The definitions for all terms used in the Instructions to Bidders, Bid Form and all other documents included in the Contract documents shall be as defined in Article 1 of the General Conditions.

4.0 City Procurement Contact

~~Shannon Graham, sgraham@myboca.us, 561-393-7875~~ **Jeremin Worlds, jworlds@boca.us, 561-393-7878**

5.0 Bid Security Requirements and Return of Bid Bonds

Each Bid shall be accompanied by a bid security in the form of an original surety company bid bond for the Bidder, issued by a surety authorized to transact business in Florida, or certified check, drawn upon any State or National bank in Florida made payable to the City of Boca Raton, which shall be in an amount of \$7,500.00 for each Group bidder is submitting a bid for.

If a bid bond is submitted on a form other than that provided, such submission may result in the Bid being declared non-responsive.

If a Bidder submits an electronic Bid response (as provided below), the bid security still must be submitted as an original bid bond (electronic submission of a bid bond is prohibited). **Such Bidder must submit their original bid bond to the City in a sealed envelope**, with the solicitation number, solicitation title, date and the time of bid opening, and address listed on the envelope, by the solicitation due date and time. A date/time stamp will be placed on the sealed bid security envelope at time of receipt. Delivery location for bid security (bid bond):

City of Boca Raton
City Hall / Purchasing Division
Attn: ~~Shannon Graham~~ **Jeremin Worlds**
Bid No. 2022-021
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. Enter building through the front entrance door (North side of City Hall Building).
- ii. Check in at the reception area and identify that you have a bid security for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the bid security submittal or will already be at the reception area. The Purchasing Division representative will place a date/time stamp on your sealed bid security envelope to confirm receipt is prior to the closing date and time.

Any Bid received without a valid bid security will be rejected. Electronic submission or faxed bid bonds are not acceptable and will be rejected.

Upon written request the Bid security will be returned, except for the three (3) lowest Bidders, within **ten (10) calendar** days after the opening of Bids, and the remaining bid securities of the three lowest Bidders will be returned upon written request after the City and the Successful Bidder have executed the Contract, or if no Contract has been awarded, **within ninety 90 days** after the date of opening of Bids, or upon written request of Bidder at any time thereafter, so long as the Bidder has not been notified of acceptance of its Bid. A written request to return the bid security shall be submitted to ~~Shannon~~ **Graham Jeremin Worlds** through the following email address: sgraham@myboca.us **jworlds@myboca.us**. The bid security will be returned by U.S. mail.

If the Bidder to whom the Bid is awarded does not execute the Contract as contained in the Contract Documents and furnish the required documentation within **fourteen (14) days** of the date of Notice of Award, the bid security shall be paid to and retained by the City as liquidated damages. The Bidders agree with the City that the amount of bid security fairly and reasonably represents the amount of damages the City will suffer due to the failure of the Bidder to fulfill his obligations required herein. The Bidder further agrees it will not seek a refund, not claim, controvert, or contest the City's retention of the bid security.

6.0 Qualification of Bidder Requirements

- 6.1. The City will not award a Bid to any Bidder who cannot prove to the satisfaction of the City that the Corporation/Partnership/Individual identified on the Signature of Bidder form has provided written references that meet the below requirements. References that are for work performed by a parent corporation or by an affiliated subsidiary will not be considered by the City to meet the reference requirements.

The following are the requirements for all references with specific requirements for each Group listed below:

- a) All references shall be for projects that were completed within the period of 2015 through the date of Bid opening.
- b) The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.
- c) All references must be for construction work performed in the State of Florida.
- d) All references must be for a public entity. A public entity shall be located in the State of Florida and shall mean one of the following: a state agency, a federal agency, a county, a municipality, a public school/university, a port authority, a drainage district, or a water district.

Group "A" (Excavated Point Repairs) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "A" as detailed below.

- 1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$75,000 of excavated and installed sanitary sewer point repairs.

Group "B" (Manhole Rehabilitation) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "B" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed the rehabilitation of a minimum of twenty-five (25) manholes (per reference) in wastewater systems.

Group "C" (Cured-In-Place Pipe Lining, CIPPL) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "C" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$200,000 of cured-in-place pipe lining (CIPPL) in wastewater systems and \$25,000 in stormwater systems.

Group "D" (Cured-In-Place Pressure Pipe Lining, CIPPPL) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "D" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$500,000 of cured-in-place pressure pipe lining (CIPPPL) in pressurized wastewater systems.

Group "E" (Lateral Lining) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients for work to fulfill reference requirements for Group "E" as detailed below.

2. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$500,000 of lateral lining in wastewater systems.

- 6.2 The City will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year before the Bid opening date, excluding any affiliate or parent companies. Evidence verifying that Bidder has been in business for of a minimum of one (1) year shall be provided to the City and such verification may include, but is not limited to, a report/document filed with or from a Department of State, either in the State of Florida or the state of origin of Bidder's firm, evidencing the date upon which the Bidder began operating as a business.
- 6.3. The City will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder form is fully certified and licensed at time of Bid opening for type of Work to be performed. Copies of all applicable certificates and licenses must be submitted with this Bid or Bidder must provide website addresses of certifying/licensing agencies so that City may verify such certificates and licenses. Certificates and licenses must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.
- 6.4 The City will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time, as determined in the sole discretion of the City.

7.0 Interpretation / Inquiries / Correction of Bidding Document

All Bidders shall carefully examine the Bidding and Contract Documents that will be utilized. Any ambiguities, errors or inconsistencies shall be brought to the attention of the City procurement

contact in writing prior to the opening of Bids. Failure to do so by the Bidder will constitute an acceptance by the Bidder of any subsequent decision by the City and a waiver of any such ambiguity or inconsistency.

- 7.1 Bidders shall promptly notify the City Procurement Contact in writing of any ambiguity, inconsistency or error which is discoverable upon examination of the Bidding Documents or of the site and local conditions. **Such notice to be provided at least (7) calendar days prior to the date for receipt of Bids at the address listed below.** Please reference the Tentative Schedule of Events for date and time.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the City at the address listed below at least seven (7) calendar days prior to the date for receipt of Bids. Bidders requesting clarification or interpretation of the Bidding Documents shall identify in their correspondence the Article, Section or Drawing Page for each inquiry made.

Inquiries shall clearly address the Bid number and Bid title in the subject line and be addressed to the City's Purchasing Division at:

City of Boca Raton/Purchasing Division
201 W. Palmetto Park Road
Boca Raton, Florida 33432
Attn: City procurement contact: ~~Shannon Graham~~ **Jeremin Worlds**
Email: ~~sgraham@myboca.us~~ **jworlds@myboca.us**

~~With copies to the consulting Engineer/Architect of record at:~~

~~Hazen & Sawyer
2401 Corporate Blvd. Suite 301, Boca Raton, FL 33431
Attn: Alexandra Fisher, P.E.
Email: afisher@hazenandsawyer.com~~

- 7.2 **Oral explanation given before the opening of the Bid will not be binding.** Any interpretation or corrections to the Bidding Document will be in the form of an Addendum. Only questions answered by formal written Addenda will be binding on the City.

The City will make every effort to notify registered Bidders by e-mail that an addendum has been made to the Bid. Bidder shall be responsible for logging in to the Bidding system prior to submitting their Bid and shall ascertain that Bidder has obtained all Addenda issued, and receipt of all such Addenda shall be acknowledged by the Bidder in their Bid submittal. Bidders shall verify addendums issued by visiting the City of Boca Raton Purchasing Division Website, Bidding Opportunities link at <https://brpurch.ionwave.net/Login.aspx> Upon logging in to the system, Addendums will be identified in the Bid Attachments section of the electronic Bidding system.

The City shall not be responsible for providing notice of Addenda to potential Bidders who receive a Bid package from other sources.

8.0 Preparation of Bids and Withdrawal

- 8.1 Each Bid shall be legibly written or printed in ink or typed, submitted on the Bid Form herein and shall be manually signed in ink by an officer or employee having authority to bind the company or firm. If erasures or other changes appear on the form, each erasure or other change shall be signed or initialed by the person signing the Bid. If initialed, the City may require the Bidder to identify any alteration so initialed. Bidders are at their own risk when submitting Bid forms that have been reproduced/scanned. Bid submittals with reproduced/scanned Bid Form pages that

do not exactly match the original Bid document may result in the City determining that the Bid submittal is non-responsive.

- 8.2 Changes or additions to the Bid Form, recapitulations or changes in the work bid upon, alternative proposals, or any other modifications of the Bid Form, Attachments to the Bid Form, or the bid documents, which are not specifically called for in the bid documents may result in the City's rejection of the Bid as non-responsive to the Bidding Requirements.
- 8.3 The unit price will prevail in the event of extension error(s), and the Bidder's total offer will be corrected accordingly. If there are addition errors, the Bidder's grand total will be corrected accordingly. Bidders must check their Bid proposal where applicable. Failure to do so will be at the Bidder's risk.
- 8.4 All blank spaces in the Bid Form for the Contract bid must be filled in.
- 8.5 Bidder shall refer to Section 100, Article 10 and Section 200, Bid Form and Attachments for specific requirements relating to submitting the Bid Form and each attachment document for their Bid submittal.
- 8.6 Bidder shall have the ability to comply with all insurance requirements of the awarded Bidder, which are set out in the below Contract (noted as Section 300 at the bottom of the Contract) and Forms, Item 13, Provision and Maintenance of Insurance.
- 8.7 All costs directly or indirectly related to preparation of a response to this Bid, or information required to supplement and/or clarify the Bid that may be required by the City, shall be the sole responsibility of and shall be borne by the Bidder(s).
- 8.8 Bidders will be permitted to withdraw their Bids at any time prior to Bid opening, but not thereafter. A notice of withdrawal of Bid letter must be received by the Purchasing Division prior to the opening date and time to be considered and shall be the responsibility of the Bidder to confirm receipt and acceptance of their letter. Failure to provide timely written notice of the withdrawal of a Bid to the City prior to the Bid opening shall invalidate any attempt to withdraw received thereafter.

9.0 Existing Conditions

Each Bidder shall acquaint themselves thoroughly as to the character and nature of the Work to be done. Bidder is to visit the site to ascertain pertinent local conditions by inspection and inquiry, such as the location, accessibility, surface, and sub-surface conditions and general character of the site, labor conditions and character and extent of existing work within or adjacent thereto, and any other work being performed thereon.

10.0 How to Respond to This Bid

This Bid package contains all of the information and documents necessary to prepare and submit a responsive Bid. Bidders are cautioned to read all of the documentation provided. Bidder will be responsible for complying with all requirements identified herein.

The City of Boca Raton shall not be responsible for the content of Bid response packages or addenda received from any third party source.

- 10.1 Either of the following two options may be utilized by a Bidder to submit a sealed Bid response.
 - A. Submission of the Bid response by electronic transmission using the City's electronic bid system located at <https://brpurch.ionwave.net/Login.aspx>. In order to submit the bid electronically: (1) the Bidder must print the Bid documents; (2) all required

bid data/information must be added to the Bid documents and included forms; (3) an individual authorized to contractually bind the Bidder must sign all required Bid forms; (4) the entire Bid response and all signed forms must be scanned to PDF format; and (5) the Bidder shall upload the scanned Bid response and signed Bid forms to the City's electronic bid system pursuant to the directions in the electronic bid system. Please note that the maximum file size is 100 MB for an uploaded file. Bid security may not be uploaded as an electronic file and shall be submitted as detailed in Article 5.

Bidder's response shall not contain any alteration to the Bid documents that were posted by the City other than entering data, information and signatures required by the Bid in the spaces provided for such data, information and signatures, and by including attachments as necessary. By submission of an electronic Bid response, Bidder affirms that a complete set of Bid documents was obtained from the City's electronic bid system and that Bidder made no alteration of any kind or nature to the Bid documents other than entering data, information and signatures required by the Bid or by including attachments as part of the Bid response.

Electronic Bid submissions are only permitted to be uploaded prior to 3:00 p.m. (Boca Raton, FL local time) on the Bid due date. Any attempt to upload a late Bid response at or after 3:00 p.m. (Boca Raton, FL local time) on the Bid due date will be rejected by the City's electronic bid system.

It is highly recommended that Bidders submit their Bid response as an electronic submission using the City's electronic bid system.

- B. Delivery of the Bid response as a sealed paper bid response. Bid Form and Attachments, as denoted in Section 200 of the Bid, shall be enclosed in a sealed envelope addressed to:

City of Boca Raton
Bid No. 2022-021, Sanitary and Storm Sewer Rehabilitation
City Hall / Attn: Purchasing Division
201 W. Palmetto Park Road
Boca Raton, FL 33432

- i. Enter building through the front entrance door (North side of City Hall Building).
- ii. Check in at the reception area and identify that you have a Bid package for delivery to the Purchasing Division. A representative from the Purchasing Division will be contacted to receive the Bid submittal or will already be at the reception area. The Purchasing Division representative will place a date/time stamp on your Bid submittal package to confirm receipt is prior to the closing date and time.

The envelope shall be identified on the outside with the Bidder's name and address, the date and hour set for the Bid opening and the notation: **"Bid For: Sanitary and Storm Sewer Rehabilitation, Bid No. 2022-021."**

One original of the Bid package is to be submitted for evaluation

No responsibility will be attached to the City for premature opening of or failure to open a Bid not properly identified.

- 10.2 A Bid response submitted either by upload or by hand-delivery after the specified due date and time will be rejected. As indicated above, the City's electronic bid system will not accept Bid

responses that are attempted to be submitted after the due date/time. As to a hand-delivered Bid response, it will be rejected and returned unopened when the Bidder attempts to hand-deliver it or it will be rejected when it is attempted to be hand-delivered by a third party mail service. If the Bid response is delivered after the required date and time and a City representative is not available to reject it, that Bidder will be notified that the Bid response was submitted after the required/specified date and time and the City will return the Bid response, as long as the Bidder name and address is available on the Bid response package.

The names of the Bidders who have submitted a Bid response will be made available on the Purchasing Division Web page <https://www.myboca.us/253/Tabulations-Award-Recommendations>

- 10.3 A Bidder's Bid response (either uploaded or hand-delivered) shall be signed only by an individual authorized by the Bidder to both execute such bids and to bind the Bidder. For electronic submissions, the signature included shall be deemed an original signature, shall be binding on the Bidder, and shall be relied upon by the City as a document authorized by the Bidder for all purposes.
- 10.4 Bid shall be submitted prior to the time and date for receipt of Bids indicated in the Instructions to Bidders, or the modified time and date as indicated by Addendum and identified in the City's electronic bidding system at <https://brpurch.ionwave.net/Login.aspx>
- 10.5 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Time clock located in the Purchasing Division will be used for documenting the date and time of receipt for each bid response.
- 10.6 Oral, facsimile, telephone or telegraph Bids or Bid Security are invalid and will not receive consideration, including faxed Bid security documents.
- 10.7 No Bidder shall submit more than one Bid as detailed in Item 11.2.
- 10.8 **Bidders hand delivering Bids shall:**
Follow the directions as provided in Item 10.1, Item B.
- 10.9 Online real-time viewing of sealed Bid openings, in lieu of physical assembly for viewing, will proceed in the same manner as procurement ordinarily performs such openings as detailed in Exhibit A, as attached herein.

11. Consideration of Bids

- 11.1 Opening of Bid Submittals: The properly identified Bid submittal received on time will be opened publicly pursuant to the procedures set out on Exhibit CMD and the grand total figure and name of Bidder will be read aloud. Upon opening of the sealed Bid(s), the Bid(s) are subject to public disclosure consistent with Florida Statutes.
- 11.2 Rejection of Bid Submittals: The City reserves the unqualified right, in the City's sole and absolute discretion, to reject any and all Bids, to readvertise and resolicit Bids for this project, cancel the Bid, reject a Bid submittal not accompanied by a required Bid security or by other data required as denoted in Section 200, Bid Form and Attachments, or reject a Bid submittal which is in any way incomplete or irregular either on its face or as detailed in the City of Boca Raton Procurement Code. In consideration of the City's evaluation of submitted Bids, the Bidder, by submitting its Bid, expressly waives any and all claims for damages, of any kind whatsoever, in the event the City exercises its rights provided for in this subsection.

More than one (1) Bid received for the same work from an individual, firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground for believing that any Bidder is interested in more than one (1) Bid for the

same work will cause the rejection of all such Bids in which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of participants in such collusion will not be considered.

11.3 Acceptance of Bid submittal:

It is the intent of the City to award a Contract to the lowest responsive and responsible Bidder provided the Bid submittal has been submitted in accordance with the requirements of the Bid documents and does not exceed the funds available. The City shall have the right to waive any irregularities, scrivener's errors, technicalities, informalities, or to accept the Bid which in the City's sole and absolute judgment, will under all circumstances, best serve the City's own best interests.

11.4 Determining Responsibility

The determination of a Bidder's responsibility shall be within the sole discretion of the City. In order to determine responsibility, the City may obtain and consider any information the City deems relevant to this determination. The following are qualifications of a Bidder that the City may consider when determining responsibility:

- a) Pursuant to Section 1-201 of the City's Procurement Code, a Bidder's capability in all respects to perform fully the contract requirements, and a Bidder's tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- b) The quality of a Bidder's performance of previous contracts with other entities and/or with the City.
- c) Whether a Bidder's performance of previous contracts with other entities and/or with the City were completed within the time period specified.
- d) The sufficiency of a Bidder's financial resources to meet the obligations of the contract and to perform all required services.
- e) A Bidder's quality control program.
- f) Any of the following during the prior five (5) year period: litigation threatened or filed against a Bidder or by a Bidder, any reprimand or suspension by a regulatory agency, or any suspension by any professional association.
- g) A Bidder's ability to provide future maintenance, service, or support for the goods and services under contract.
- h) Whether a Bidder is in arrears to another entity or to the City on a debt or a contract.
- i) Whether a Bidder has been in default on a surety bond or is or has been delinquent in regard to taxes or assessments.
- j) Any such other information regarding a Bidder as the City may deem relevant to determine its responsibility.

11.5 Any Bidder's listing of exceptions in its Bid or conditions of their Bid will in no way obligate the City at any time to change the conditions of its Bid or Contract and may be cause for rejection of a Bidder's Bid.

11.6 Drug Free Work Place

Preference shall be given to businesses with Drug-Free Work Place programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a Drug Free Work Place shall be given preference in the award process.

11.7 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a Contractor, supplier, sub-contractor, 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.

12.0 Post Bid Evaluation

- 12.1 The City may hold a pre-award conference at a time and place to be designated or by phone conference. The lowest responsive Bidder shall be prepared to discuss with the City the manner in which Bidder proposes to conduct their work in compliance with all Bid and Contract requirements. The City may conduct such investigations and require supplemental information or clarification as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder.
- 12.2 The lowest and most responsive Bidder may be requested to supply to the City project manager at this meeting, or when otherwise requested, pertinent information to substantiate that:
- a) Bidder maintains a permanent place of business;
 - b) Bidder has adequate plant and equipment to do the Work properly and expeditiously;
 - c) Bidder has suitable financial resources to meet the obligations of the Work as they come due;
 - d) Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year;
 - e) Bidder has the appropriate substantial, successful contractual and technical experience in similar Work (the City reserves the right to request additional history of the Bidders performance);
 - f) The subcontractors proposed for use are qualified to perform the Work. A listing of proposed subcontractors must be submitted to the City for approval. The City reserves the right to disapprove of proposed subcontractors that are found to be unqualified. If City or Engineer has a reasonable objection to any proposed subcontractor, other person or organization, either may, before the Notice of Award, request the apparent low Bidder to provide an acceptable substitute. If the apparent low Bidder declines to make any such substitution, the City may elect not to award the Contract to such Bidder;
 - g) Bidder is fully licensed at time of Bid opening to perform the Work;
 - h) Bidder must provide to the City, at this time, any additional copies of all pertinent licenses, certificates of competency, etc. that have not been previously submitted;
 - i) Bidder shall produce satisfactory evidence that all subcontractors proposed to be used hold applicable valid state, county and local licenses or certificates of competency covering all operations and all requirements of agencies or boards having jurisdiction over the Work of this Contract;
 - j) Bidder will perform a minimum of 20% of the Work with their own organization and declare what portion Bidder intends to subcontract;

- k) Bidder to provide a preliminary progress schedule which shall consist of a diagram which shows the order in which the Bidder proposes to perform the Work within the constraints and sequencing conditions set forth in the specifications and shall indicate starting and completion dates for key project milestones. Activities shall further identify significant submittals/approvals, major equipment deliveries, equipment testing, City's responsibilities, and those of affected utilities and other similarly involved third parties;
- l) Bidder will provide a preliminary schedule of values which shall consist of an itemization of the Bid by major structures or areas of Work; and
- m) Bidder shall not supply false, inaccurate, misleading, or exaggerated information as such shall cause the Bidder to be disqualified from consideration for award. Failure to supply the requested documentation within the timelines established by the City may result in the Bidder being considered non responsible.

13. Award of Bid/Method of Award/Notice of Award

- 13.1 The Bid, if awarded, will be awarded to the lowest responsible and responsive Bidder whose Bid meets the requirements and criteria set forth in this Bid. Bid forms, bidder qualifications and other factors will be considered.

Award recommendations shall be subject to the approval of the City Manager, City Manager designee or City Council as provided for in the City's Code of Ordinances. Award recommendations to be posted on the City of Boca Raton Purchasing Division Notice Board for a period of three business days prior to making the award.

13.2 Method of Award

The City reserves the right to award on a group by group basis. Bidders are required to bid all items in a group to be considered. Bidder should not reference the words "No Charge", "N/A", "Included", etc. on any of the line items. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected. **BIDDER IS NOT REQUIRED TO BID ON ALL GROUPS TO BE CONSIDERED FOR EVALUATION.**

- 13.3 If the Bid is awarded, the City will give the successful Bidder a Notice of Award within **ninety (90)** days after the date of the Bid opening.

14.0 Contract and Surety Bond

- 14.1 When City provides a Notice of Award to the Successful Bidder, as identified on the Signature of Bidder Form, such notice will be accompanied by at least two (2) unsigned counterparts of the Contract and all other Contract Documents. Within **fourteen (14) days** of the date of Notice of Award, Successful Bidder shall be required to execute the Contract and all contract forms included in Section 300 and deliver at least two (2) executed counterparts of the Contract and all such contract forms to the City project manager who shall be identified on the Notice of Award.

- 14.2 The Successful Bidder as identified on the Signature of Bidder Form shall be required to provide a Public Construction Bond ("Bond") in the amount of \$200,000.00 for each awarded Group. Such Bond shall be included herein which is substantially in the form prescribed by 255.05, Florida Statutes, conditioned on the faithful performance of Work Order(s) awarded as a result of this Contract and on the payment of all persons supplying labor and furnishing materials for the Work as required by applicable laws.

In the event that an individual Work Order(s) issued under this Contract will result in an outstanding aggregate Work Order amount that will exceed the amount of the initial Bond (\$200,000.00), the Successful Bidder agrees it shall immediately provide additional surety under

the Bond (s) or an additional surety bond (that meets the requirement of this provision) in increments of \$50,000.00, such that the total aggregate dollar amount of the surety provided meets or exceeds the amount of the outstanding aggregate Work Order amount. The entire amount of the Bond(s) procured under this Contract shall be maintained in full force for a period of one year after the date of final completion and acceptance of all Work Order(s) that are issued under this Contract, as a guarantee that the Contractor will make good any faults or defects in the work arising from improper or defective workmanship or materials which may appear during the period. The company acting as surety must appear and remain on the Treasury Department's most current list (Circular 570, as amended) during construction, guarantee and warranty periods, shall be licensed to act as surety in the State of Florida, and shall be subject to the City's approval. The surety shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

The Bond is subject to approval by the City, in its sole discretion.

15.0 Formation of Contract

- 15.1 The Contract shall not become effective unless and until all the precedent conditions as set forth herein have been completed and accepted by the City and the Contract has been signed and dated by the Mayor or City Manager as authorized by the City Council or by the City Manager as authorized by the City Code of Ordinances.
- 15.2 Upon issuance of the Notice of Award, the following submittals shall be required to be provided by the Successful Bidder to the City at the time of submittal of the Contract Documents for further review/execution by the City:
- a) Original or certified copy of Certificate of Insurance with all required endorsement/ stipulations as stated in the Contract,
 - b) Executed Public Construction Bond (as further detailed in section 14.2)
 - c) Any other required documentation as stated in the bidding requirements.
- 15.3 If the Successful Bidder to whom the Bid is awarded does not execute the Contract and furnish the required Surety Bond and insurance per the Contract, and other required documentation within **fourteen (14) days** of the date of Notice of Award, the City may withdraw the Notice of Award, in its sole discretion, and the Bid Security of that Bidder will be forfeited. The Bid Security shall be paid to the City as damages and the City shall have the right to award the Bid to the next lowest responsive and responsible Bidder or to cancel the Bid.

16.0 Notice to Proceed

The Work embraced in this Contract shall be actively begun within ten (10) calendar days after delivery of each "Notice to Proceed" issued for an individual Work Order as the City may authorize. The Work under each Work Order shall be carried on regularly and uninterruptedly with sufficient force to ensure its completion within the completion time set out in the Work Order.

17.0 Pre-Construction Conference

A Pre-Construction Conference will be held with the City and may include the Architect/Engineer, the successful Contractor and any other interested parties after award of the Contract.

18.0 Laws/Ordinances/City Policies

Bidders shall observe and comply with all Federal, State, County, Local and Municipal laws, ordinances, rules and regulations that would apply to this contract.

19.0 Code of Ethics / Cone of Silence

If any Bidder violates or is a party to a violation of the Code of Ethics of the City of Boca Raton, Palm Beach County and/or the State of Florida Code of Ethics with respect to this Bid, such Bidder may be disqualified from performing the Work described in this Bid or from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from Bidding on any future Bids for Work or for goods or services for the City of Boca Raton for a minimum period of three (3) years. Copies of the City, Palm Beach County and State Ethics Codes are available at the Office of the City Clerk, City of Boca Raton, 201 West Palmetto Park Road, Boca Raton, Florida.

Bidder shall comply with all Florida laws relating to conflicts of interest, including Section 112.313, Florida Statutes and shall under appropriate circumstances as detailed in **Form 3A, Interest in Competitive Bid for Public Businesses**. This form may be obtained from the State of Florida Commission on Ethics website at:

<http://www.ethics.state.fl.us/Documents/Forms/Form3A.pdf?cp=2019614>

Any person who acts as a lobbyist pursuant to City Code, Article V. Code of Ethics, Division 2, Lobbyist Registration, must register with the City Clerk prior to engaging in lobbying activities before City staff, boards, committees and / or the City Council, or any member thereof. Separate registration is required for each principal / client represented and each City matter. All registrations expire on December 31st of each calendar year and new registration is required. The form is available for your review at:

http://discover.pbcgov.org/legislativeaffairs/Pages/Lobbying_Forms.aspx

The Palm Beach County Lobbyist Registration Ordinance (Sections 2-351 through 2-357 of the Palm Beach County Code of Ordinances) is applicable in the City of Boca Raton. Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance includes a "Cone of Silence" provision that limits communication during the City's procurement process in regard to this Bid. You are required to comply with Section 2-355 of the Palm Beach County Lobbyist Registration Ordinance during this procurement process. The complete Palm Beach County Lobbyist Registration Ordinance, including Section 2-355, may be found on the Palm Beach County Ethics website at:

<http://www.palmbeachcountyethics.com/ordinances-codes.htm>

20.0 Procurement Code

This Bid is governed by the City of Boca Raton Procurement Code. A copy of the Procurement Code is available for your review at the City Purchasing Office or by email, upon request by contacting the Purchasing Division at 561-393-7871.

21.0 Public Records

Bidders are advised that the Sunshine Law and Public Records Act (Chapters 286 and 119, Florida Statutes, respectively) are applicable to the City. Information and materials received by the City in connection with a Bid, as provided by Florida law, are public records.

22.0 Scrutinized Companies Certification

Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and from contracting for goods or services of one million dollars or more with companies that are on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, or are engaged in business operations in Cuba or Syria. Section 287.135, Florida Statutes, further provides that a Bidder is not entitled to bid on any contract for goods or services of any value if that Bidder is on the Scrutinized Companies that Boycott Israel List or is otherwise engaged in a boycott of Israel or on any contract for goods or services valued over one million dollars if that Bidder is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, or is engaged in business operations in Cuba or Syria.

Upon submitting its Bid, Bidder shall certify compliance with section 287.135, Florida Statutes, by executing the Bidder Certification regarding Scrutinized Companies, which is Attachment 7 to Section 200. The City reserves the right to terminate any contract in which a Bidder provides a false certification or otherwise violates Section 287.135, Florida Statutes.

23.0 E-Verify

Should Bidder become the Contractor for Bid No. 2022-021, by entering into this Contract, the Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

24.0 No-Bid Response

Bidders may submit a statement of no-bid by using the City's electronic bidding system.

** left blank intentionally **

BIDDING REQUIREMENTS
SECTION 200 – BID FORM AND ATTACHMENTS

** left blank intentionally **

BID FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation
Project: 7121005

TO: CITY OF BOCA RATON

FROM: _____

(Bidder)

THE UNDERSIGNED BIDDER, as identified on the Signature of Bidder Form, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work;

HEREBY PROPOSES and agrees, if this Bid for Sanitary and Storm Sewer Rehabilitation, **BID NO. 2022-021**, is accepted to enter into a Contract in the form attached, to perform all Work, including the assumptions of all obligations, duties and responsibilities necessary to the successful completion of the Contract within the times indicated in the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; all the Work necessary to complete construction in place and ready for use, the disposal of all excess materials, repair or replacement of damaged or destroyed property and the final cleaning up of the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the bid requirements to be performed or furnished by Bidder for the total bid price of:

_____ dollars

(\$ _____)

This bid total is the sum of the extended prices as shown on the final Bid Form.

Bidder hereby agrees to commence Work under this Contract within ten (10) days following the date indicated on a Notice to Proceed issued for an individual Work Order and shall execute the Work uninterrupted until fully completed within the project time specifically provided in each individual Work Order. Work Orders may be issued by the City such that they will be performed by the Bidder concurrently.

Bidder represents and hereby states that he/she and his/her subcontractors are familiar and capable to perform such construction.

UNIT PRICES *** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.***

BID FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

1. Bidder hereby certifies that the only person/persons interested in this Bid, as principal or principals, is/are named herein and that no other than herein mentioned has any interest in the Bid; that this Bid is made without connection or arrangement with any other person, company, or parties making a Bid and that the Bid is in all respects fair and made in good faith without collusion or fraud.

The full names and addresses of parties interested in this Bid as principals are as follows or submitted as an attachment _____ Submitted as attachment

Name:	Name:
Address:	Address:
City/State/Zip:	City/State/Zip:

2. Bidder understands and acknowledges that the City reserves the right to reject all Bids and to waive any informality in Bidding. Bidder agrees that the City may reduce or delete any Work items as deemed necessary or as desired. Such reduction or deletion of Work items shall not constitute a basis for withdrawal of this Bid.
3. Bids shall remain valid for a minimum period of ninety (90) calendar days after the day of the Bid opening. Extensions of time when Bids shall remain open beyond the ninety (90) day period may be made only by mutual agreement between City, the Bidder recommended for award, and the surety, if any.
4. The Bidder hereby acknowledges the receipt of the following Addenda issued by the City and incorporated into and made part of the Contract Document and that all related costs are included in the Bid submitted. Bidder to acknowledge receipt of each Addenda by filling out the Addendum No. and Date of the Addendum below.

ADDENDUM ACKNOWLEDGEMENT

Addendum No.	Date of Addendum	Addendum No.	Date of Addendum
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____
Addendum No. _____	Date _____	Addendum No. _____	Date _____

5. It is agreed that the Bid Security attached with the Bid response is to become the property of the City in the event the required Bonds, Insurance and other requested documentation are not provided and the Contract is not executed within the time above set forth by the Successful Bidder.
6. Bidder may request return of Bid bond in accordance with Section 100, Item 5.
7. Bidders signature on "Signature of Bidder Form" acknowledges that all electronic files as posted on the City of Boca Raton electronic Bidding system for Bid No. 2022-021 constitute the documents governing this Bid/Contract.

BID FORM
SIGNATURE OF BIDDER FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

This form must be signed in the presence of a Notary Public and submitted with the Bid response. The undersigned Bidder certifies that this Bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this Bid. **Bidder must submit proof that their firm name is registered with their State of origin and attach with this form.*

SIGNATURE OF BIDDER

Name of Bidding Firm*: _____

Respectfully submitted by: _____ / _____
Authorized Signature Print Name

Title: _____
President or other Authorized Officer/Member

Business Address: _____
Street Address (P.O. Box Address is not permitted)

City, State, Zip

Above Bidder is: ☐ Corporation ☐ Limited Liability Corporation
☐ Sole Proprietorship ☐ Partnership/Joint Venture

Telephone No. _____ Fax No. _____

Email Address of Authorized Signature: _____

Federal ID. No. _____

NOTARY: STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 20____, by _____, who is personally known to me (or who has produced _____ as identification).

NOTARY PUBLIC SIGNATURE: _____

NOTARY NAME, PRINTED, TYPED OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

BID FORM
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
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**Bid Form to be submitted as an excel file per the attached "Bid Form" attachment for Groups A, B, C, D and E.

BIDDING REQUIREMENTS SECTION 200 – ATTACHMENT 1
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**2022-021
Sanitary and Storm Sewer Rehabilitation
Bid Submittal Checklist**

Bidder is instructed to submit their Bid response in the following sequence. If there are any questions concerning the completion of these forms, the Bidder may contact the purchasing contact, ~~Shannon Graham~~ **Jeremin Worlds.**

Checklist and Submittal Order for Bid Response

Bidder to review their Bid to confirm consistent use of "Bidder Name" is on all forms, as listed on the Signature of Bidder Form

Order of Documents for Sealed Bid Response	
A.	Bid Form (Section 200, page 1 - 7)
B.	Bid Submittal Checklist Form, Attachment 1
C.	Bid Bond, Attachment 2 (<i>Original to be submitted in accordance with Section 100, Item 5</i>)
D.	Certificate of Compliance with Trench Safety Act, Attachment 3
E.	Drug Free Form, Attachment 4
F.	Qualification Submittal, Attachment 5
G.	Questionnaire, Attachment 6
H.	Vendor Certification Regarding Scrutinized Companies Lists, Attachment 7

NAME OF BIDDER: _____

**BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 2**

BID BOND

BID NO. 2022-021

Sanitary and Storm Sewer Rehabilitation

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____, as Principal and
(Name of Bidder)

_____, as Surety, are
(Name of Surety)

hereby held and firmly bound unto the City of Boca Raton, Florida, as Obligee, for the following Group(s) checked by the Bidder. This bid security amount shall represent the total of \$7500.00 multiplied by each group bidder bids on.

- ☐ Group A: Bid Bond Requirement of \$7,500.00
- ☐ Group B: Bid Bond Requirement of \$7,500.00
- ☐ Group C: Bid Bond Requirement of \$7,500.00
- ☐ Group D: Bid Bond Requirement of \$7,500.00
- ☐ Group E: Bid Bond Requirement of \$7,500.00

Which total the sum of: _____

Dollars (\$ _____),

as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the City of Boca Raton a certain Bid attached hereto and made a part hereof, to enter into a Contract in writing, hereinafter referenced to as the **BID NO. 2022-021 FOR Sanitary and Storm Sewer Rehabilitation**.

NOW THEREFORE,

- a. If said Bid shall be rejected or withdrawn (as provided in the Instructions to Bidders, which was provided to Principal as part of the Bid package) or, in the alternative,
- b. If said Bid shall be accepted and the Principal shall duly execute and deliver the Contract attached hereto and shall furnish all insurance requirements, the specified bond for the faithful performance of the Contract and for the payment of labor and materials furnished for the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Bid may be accepted, and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the

_____ day of _____, 20_____.

PRINCIPAL:

Name of Bidder_____

By: _____ / _____
Signature Printed

Title: _____
(Corporate Seal)

Address: _____

Telephone: _____ Email: _____

WITNESS:

SURETY:

Name of Surety: _____

By: _____ / _____
Signature Printed
(Seal)

Title: _____

Address: _____

Telephone: _____ Email: _____

WITNESS:

BIDDING REQUIREMENTS SECTION 200 – ATTACHMENT 3
--

**CERTIFICATE OF COMPLIANCE WITH
THE FLORIDA TRENCH SAFETY ACT**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Grand Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF,SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____

Failure to complete the above may result in the Bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line item of the Bid Form.

By: _____
Bidder

Date

Authorized Signature

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 4

DRUG-FREE WORK PLACE FORM
BID NO. 2022-021

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are 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.

Bidder's Signature

Date

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 5

2022-021
Sanitary and Storm Sewer Rehabilitation

QUALIFICATION SUBMITTAL

Bidders signature on "Signature of Bidder Form" guarantees the truth and accuracy of all statements and answers herein contained. Failure to fully complete the qualification submittal may result in your Bid being considered non-responsive. If information is not included, the City reserves the right to solicit Bidder for the submission of this information. Failure by Bidder to provide the omitted information within the specified time frame(s) communicated in writing may result in Bidder's Bid response being considered non-responsive and thereby rejected. Response for each qualification requirement should be submitted by use of the City provided form herein.

Name of Bidder: _____

Qualification of Bidder Requirements (As identified in Section 100, Item 6.0)

The City will not award a Bid to any Bidder who cannot prove to the satisfaction of the City that the Corporation/Partnership/Individual identified on the Signature of Bidder form has provided written references that meet the below requirements. References that are for work performed by a parent corporation or by an affiliated subsidiary will not be considered by the City to meet the reference requirements.

The following are the requirements for all references with specific requirements for each Group listed below:

- A. All references shall be for projects that were completed within the period of October, 2015 through the date of Bid opening.
- B. The Bidder must have been the prime contractor for the work performed for each reference, and each reference shall identify the owner of the project for which the Bidder performed such work. Any reference submitted for which the Bidder was not the prime contractor (i.e. where Bidder was a subcontractor for a project engineer or contractor) will not satisfy this requirement.
- C. All references must be for construction work performed in the State of Florida.
- D. All references must be for a public entity. A public entity shall be located in the State of Florida and shall mean one of the following: a state agency, a federal agency, a county, a municipality, a public school/university, a port authority, a drainage district, or a water district.

Group "A" (Excavated Point Repairs) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "A" as detailed below.

- 1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$75,000 of excavated and installed sanitary sewer point repairs.

Group "B" (Manhole Rehabilitation) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "B" as detailed below.

- 1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed the rehabilitation of a minimum of twenty-five (25) manholes (per reference) in wastewater systems.

Group "C" (Cured-In-Place Pipe Lining, CIPPL) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "C" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$200,000 of cured-in-place pipe lining (CIPPPL) in wastewater systems and \$25,000 in stormwater systems.

Group "D" (Cured-In-Place Pressure Pipe Lining, CIPPPL) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients to fulfill reference requirements for Group "D" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$500,000 of cured-in-place pressure pipe lining (CIPPPL) in pressurized wastewater systems.

Group "E" (Lateral Lining) References:

The City requires a minimum of three (3) satisfactory references from a minimum of three (3) separate clients for work to fulfill reference requirements for Group "E" as detailed below.

1. Bidder shall provide a minimum of three (3) satisfactory references where each reference shows that Bidder's firm completed a minimum of \$500,000 of lateral lining in wastewater systems.

Group "A" (Excavated Point Repairs)

Reference A.1

Public Entity Name: _____

Address: _____

City, State, Zip: _____

Project Manager: _____ Title: _____

Phone No.: _____ /Email: _____

Project Location(s): _____

Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***

Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

- | | |
|-------|---|
| _____ | Reference had a total cost of at least \$75,000 (can be for multiple projects for same entity). |
| _____ | Reference is for excavated and installed sanitary sewer point repairs. |
| _____ | Reference is for construction work performed in the State of Florida. |
| _____ | Reference is for a public entity located in the State of Florida. |
| _____ | Bidder was prime contractor for the work performed for the reference. |

Summary of Project: _____

Reference A.2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____ /Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference had a total cost of at least \$75,000 (can be for multiple projects for same entity).
_____ Reference is for excavated and installed sanitary sewer point repairs.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference A.3

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____ /Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference had a total cost of at least \$75,000 (can be for multiple projects for same entity).
_____ Reference is for excavated and installed sanitary sewer point repairs.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Group "B" (Manhole Rehabilitation)

Reference B.1

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____ /Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference is for rehabilitation of a minimum of twenty-five (25) manholes in wastewater systems
_____ manholes completed for this reference.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference B.2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____ /Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference is for rehabilitation of a minimum of twenty-five (25) manholes in wastewater systems
_____ manholes completed for this reference.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference B.3

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____ /Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ *(Between 2015 and bid opening)*
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference is for rehabilitation of a minimum of twenty-five (25) manholes in wastewater systems
_____ manholes completed for this reference.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Group "C" (Cured-In-Place Pipe Lining, CIPPL)

Reference C.1

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____/Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference completed a minimum of \$200,000 of cured-in-place pipe lining (CIPPL) in wastewater systems.
_____ Reference completed a minimum of \$25,000 of cured-in-place pipe lining (CIPPL) in stormwater systems.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference C.2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____/Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference completed a minimum of \$200,000 of cured-in-place pipe lining (CIPPL) in wastewater systems.
_____ Reference completed a minimum of \$25,000 of cured-in-place pipe lining (CIPPL) in stormwater systems.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference C.3

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____/Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference completed a minimum of \$200,000 of cured-in-place pipe lining (CIPPL) in wastewater systems.
_____ Reference completed a minimum of \$25,000 of cured-in-place pipe lining (CIPPL) in stormwater systems.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Group "D" (Cured-In-Place Pressure Pipe Lining, CIPPPL)

Reference D.1

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____/Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference completed a minimum of \$500,000 of cured-in-place pressure pipe lining (CIPPPL) in pressurized wastewater systems.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference D.2

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____/Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference completed a minimum of \$500,000 of cured-in-place pressure pipe lining (CIPPPL) in pressurized wastewater systems.

_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Reference D.3

Public Entity Name: _____
Address: _____
City, State, Zip: _____
Project Manager: _____ Title: _____
Phone No.: _____/Email: _____
Project Location(s): _____
Completion Date of Project(s): _____ ***(Between 2015 and bid opening)***
Project(s) Cost: _____

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

_____ Reference completed a minimum of \$500,000 of cured-in-place pressure pipe lining (CIPPPL) in pressurized wastewater systems.
_____ Reference is for construction work performed in the State of Florida.
_____ Reference is for a public entity located in the State of Florida.
_____ Bidder was prime contractor for the work performed for the reference.

Summary of Project: _____

Group "E" (Lateral Lining)

Reference E.1

Public Entity Name: City of Tamarac, FL
Address: 10101 State Street
City, State, Zip: Tamarac, FL 33321
Project Manager: Jerry Robinson Title: Wastewater Manager

Phone No.: (954) 597-3753 /Email: jerry.robinson@tamarac.org
Project Location(s): City of Tamarac, FL
Completion Date of Project(s): June 2019 (Between 2015 and bid opening)
Project(s) Cost: \$7,060,000.00

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

<u> X </u>	Reference completed a minimum of \$500,000 of lateral lining in wastewater systems.
<u> X </u>	Reference is for construction work performed in the State of Florida.
<u> X </u>	Reference is for a public entity located in the State of Florida.
<u> X </u>	Bidder was prime contractor for the work performed for the reference.

Summary of Project: CCTV and clean over 2000 sanitary sewer service laterals . Using BLD's Service Connection Seal
+ Lateral (SCS+L) line the service lateral up to 25 LF

Reference E.2

Public Entity Name: City of St. Petersburg, FL
Address: One 4th St. North
City, State, Zip: St. Petersburg, FL 33701
Project Manager: Matthew (Matt) Wilson, PE Title: Civil Engineer II / Project Manager
Phone No.: (727) 415-0192 /Email: Matthew.wilson@stpete.org
Project Location(s): St. Petersburg
Completion Date of Project(s): June 2020 (Between 2015 and bid opening)
Project(s) Cost: \$3,500,000.00

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

<u> X </u>	Reference completed a minimum of \$500,000 of lateral lining in wastewater systems.
<u> X </u>	Reference is for construction work performed in the State of Florida.
<u> X </u>	Reference is for a public entity located in the State of Florida.
<u> X </u>	Bidder was prime contractor for the work performed for the reference.

Summary of Project: BLD provided, CCTV and cleaning ssanitary sewer laterals. Lining the laterals and marking
locates for cleanouts and point repairs.

Reference E.3

Public Entity Name: City of Naples, FL
Address: 380 Riverside Circle
City, State, Zip: Naples, FL 34102
Project Manager: Adam Rivera Title: Wastewater Collections Supervisor
Phone No.: (239) 213-4721 /Email: arivera@naplesgov.com
Project Location(s): Naples, FL
Completion Date of Project(s): September, 2021 ***(Between 2015 and bid opening)***
Project(s) Cost: \$367,417.00

Bidder to use an "X" to confirm all reference requirements apply to the reference and complete information as noted below:

<u> X </u>	Reference completed a minimum of \$500,000 of lateral lining in wastewater systems.
<u> X </u>	Reference is for construction work performed in the State of Florida.
<u> X </u>	Reference is for a public entity located in the State of Florida.
<u> X </u>	Bidder was prime contractor for the work performed for the reference.

Summary of Project: CCTV, clean and CIPP line over 3000 sanitary sewer laterals, also mark locations for cleanouts.

Additional references may be submitted as an attachment.

2. The City will not award a Bid to any Bidder who cannot provide evidence that the Corporation/Partnership/Individual identified on the Signature of Bidder form has been in business for a minimum of one (1) year before the Bid opening date, excluding any affiliate or parent companies. Evidence of a minimum of one (1) year shall be provided to the City and such verification may include but is not limited to the filing date in the State of Florida or the Firm's State of Origin of Bidder's firm.

How many years has the Bidder identified on Signature of Bidder page been in business?
 11 years.

 X Proof showing filing date with State submitted (i.e. print out from www.sunbiz.org) or Website URL: _____

or other: _____

3. Bidder identified on the Signature of Bidder form shall be fully licensed at time of Bid opening for type of work to be performed in order for their Bid to be considered. Copies of all applicable certificates and licenses must be submitted with this Bid or Bidder must provide website address of licensing agencies so that City may verify such certificates and licenses. Certificates and

licenses must be in the name of the Bidder shown on the Signature of Bidder Form. Should the Bidder not be fully licensed/certified, the Bid shall be rejected.

All licenses to be in the name of the Bidder:

Contractor State/County License/Certification No.(s) as applicable for the Work

_____ Submitted as an attachment or

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

Number & Issued By	/ License Type	Named Individual
--------------------	----------------	------------------

State Website URL: _____

County Website URL: _____

4. The City will not award a Bid to any Bidder who is not financially able and organized to successfully carry out the Work covered by the Contract Documents in the required time, as determined in the sole discretion of the City.

Bidder to submit their balance sheet and income statement for their most recent year as an attachment. Confidential documents may be submitted only in accordance with Florida Public Record Laws.

Period reported on: _____

Attached Yes ____ No ____

BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 6

QUESTIONNAIRE
BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

Failure to fully complete the questionnaire may result in your Bid being considered non-responsive.

Name of Bidder: _____

1. Have you ever failed to complete work awarded to you or had a contract cancelled/terminated before the project was fully completed?

_____ No

_____ Yes - If yes, where and why? _____

2. Have Surety Bond claims ever been made by the Surety for work bonded by your firm (as named on Bid Form) within the past seven years?

No _____ Yes _____, If the answer to above is yes, please describe the claim, the name of the company or person making the claim, and the resolution of the claim.

3. Have you personally inspected the proposed Work and have a complete understanding and plan for its performance?

4. Business Tax Receipt for _____ City/County expires on _____.
(Bidder's location)

_____ Submitted as attachment **OR** _____ Not Applicable for City/County where firm is located.

5. Bidder has reviewed and confirmed with insurance agent ability to secure and obtain the insurance coverage as identified in the Contract Document, Section 300?

6. Bidder is to list their current agreements from other public entities for agreements awarded over \$500,000.

_____ Submitted as an attachment (Include: Agreement Number, Title, Owner, Location, Agreement Price & Date of Award/Expiration)

QUESTIONNAIRE
BID NO. 2022-021

7. The City requires the Successful Bidder to perform a **minimum of 20%** of the Work by the firm identified on the Signature of Bidder Form, as stated in the Special Provisions. Bidder to declare what portion will be subcontracted. Minimum Work percentage shall be defined as all components of the job with the exception of mobilization, administration, overhead and profit.

Declaration of Work Components Schedule

Minimum of 20% of Work to be completed by Bidder identified on Signature of Bidder Form.
(Mobilization, administration, overhead and profit may not be included in the Work components)

Work Components that make up the above minimum are as follows:

Group A: _____

Group B: _____

Group C: _____

Group D: _____

Group E: _____

Work Components that will be provided by subcontractors are as follows and the name of subcontractor:

Work Component / Division of Work

Name of Subcontractor

Group A: _____

Group B: _____

Group C: _____

Group D: _____

Group E: _____

**BIDDING REQUIREMENTS
SECTION 200 – ATTACHMENT 7**

BID NO. 2022-021

**Sanitary and Storm Sewer Rehabilitation
Bidder Certification Regarding
Scrutinized Companies**

Bidder Name: _____

Bidder FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email Address: _____

Bidder acknowledges that Section 287.135, Florida Statutes, prohibits the City from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List (contained in Section 215.4725, Florida Statutes) or are engaged in a boycott of Israel, and from contracting for goods or services of \$1 Million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (contained in Section 215.473, Florida Statutes), or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Bidder, I hereby certify that the Bidder is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, that the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that the Bidder is not engaged in business operations in Cuba or Syria. On behalf of Bidder, I acknowledge and understand that, pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the Bidder to civil penalties, attorney's fees, and/or costs, and other damages or relief, as allowed by law. I further understand that the City may terminate a Contract if the City determines that the Bidder submitted a false certification.

*Signature of Authorized Representative

*Name and Title of Authorized Representative

*This individual must have the authority to bind the Bidder.

CONTRACT

Bid No. 2022-021
Sanitary and Storm Sewer Rehabilitation
PROJECT: 7121005

This Contract made and entered into this _____ day of _____, 20_____, by and between the City of Boca Raton, (hereinafter called the **Owner**) a Florida municipal corporation, and _____, (hereinafter called the **Contractor**);

WHEREAS, the Owner desires to retain the Contractor for Bid No. 2022-021, Group: _____ as expressed in its Bid No. 2022-021; and,

WHEREAS, the Contractor hereby covenants and agrees to undertake and execute all of the Work as required and described in the Contract Documents (as defined in Article 1 in the General Conditions), in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Contract.

1.0 DEFINITIONS

The definitions for all terms as used in this Contract and all Contract Documents shall be as defined in Article 1 of the General Conditions.

2.0 CONTRACT TIME FOR EACH WORK ORDER

Each Work Order issued under this Contract shall be commenced promptly and within ten (10) days from the date the Owner (with the exception of a Work Order that has an expedited mobilization or unless otherwise noted on the Work Order) has signed such Work Order, in accordance with the Contract Documents, and shall be prosecuted with diligence and be fully completed within the project time specifically provided in each individual Work Order.

3.0 COMPENSATION TO BE PAID CONTRACTOR

- 3.1 In consideration of the faithful performance of this Contract (and all Work Orders issued under this Contract) by the Contractor, the Owner will pay to the Contractor for the full and entire completion of work performed under each executed Work Order upon acceptance by the Owner of such work. Each Work Order will contract an amount that represents the entire cost which the Owner will have to pay to the Contractor for acceptable and conforming Work under the Work Order, inclusive of all materials, supplies, costs, fees, which shall be the maximum extent of the Owner's obligation to pay Contractor, but does not constitute a limitation, of any sort, of the Contractor's obligations to perform the Work in accordance with the terms of both this Contract and the Work Order.
- 3.2 The amount to be paid by the Owner shall be determined by unit prices (including lump sum line items), all of which are contained in the Bid documents submitted by the Contractor, which are incorporated in, and made a part of this Contract.

- 3.3 Any work performed by Contractor without proper authorization is performed at Contractor's risk, and Owner shall have no obligation to compensate Contractor for such work.
- 3.4 The City is not required to issue any Work Orders hereunder.

4.0 CONTRACT TERM AND RENEWAL TERMS

- 4.1 The Contract shall commence on the date set forth above, and shall be for a five (5) year term. The City requires a firm price for the initial two (2) years of the Contract term.
- 4.2 The Owner may renew the Contract for additional one-year periods upon expiration of the initial term, not to exceed a maximum of three (3) additional one-year renewal periods.
- 4.3 The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in the General Conditions, Item 25, Owner's Right to Terminate Contract. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval, and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

- 4.4 Upon mutual written agreement between Owner and Contractor, any term of the Contract may be extended with all terms, conditions and unit prices adhered to with no deviations, for a defined period of time, not to exceed one (1) year.

5.0 SUCCESSORS, ASSIGNS AND ASSIGNMENT

The Owner and the Contractor each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Contractor shall not

assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

6.0 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such supplier or subcontractor and Owner. Contractor shall perform the Work in accordance with its own methods subject to compliance with the Contract.

7.0 INTENT AND CORRELATION OF DOCUMENTS

- A. The Contract Documents cover, with explicit provisions, all matters relating to the Work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that Contractor has, by personal examination and inquiry, if necessary, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents. No deviation will be allowed from the Engineer's interpretation thereof. The intent of the Contract Documents is to include all labor, materials (except as may be specifically designated to be furnished by the Owner) equipment, and transportation necessary for the proper execution of the Work. Contractor shall, in addition, provide all Work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable preparation, base or support, and a reasonable finish consistent with adjacent work which is shown or specified. Items described in the singular shall include the plural and vise-versa, when appropriate to complete all Work necessary to result in a completed Project. Contractor shall follow the Specifications and Drawings and execute all Work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings and Specifications, which may be required by the exigencies of construction, shall in all cases conform to written instructions of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all Work, including extra Work, performed under this Contract, whether performed either directly by the Contractor or by a Subcontractor.
- B. In resolving conflicts resulting from conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
- Change Orders
 - Contract
 - Addenda
 - Technical Specifications
 - Drawings/Exhibits/Appendixes
 - Special Provisions
 - General Conditions
 - Bid Form and Attachments

The Contract Documents are complementary, and what is called for by any shall be as binding as if called for by all.

Contractor shall carefully study and compare all Drawings, Specifications and other instructions and shall test all figures on the Drawings before laying out the work. The following shall apply in regard to drawing specifications:

1. Full size details shall take precedence over scale drawings and large scale drawings shall take precedence over small scale drawings. Dimensions given in figures shall take precedence over scaled dimensions.
 2. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions it shall be 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.
 3. Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefore in Contractor's work without additional cost to the Owner.
- C. When resolving conflicts with the Drawings, the entire installation and each part thereof shall be constructed in the position required. The finished surfaces of structures shall conform to the elevation and/ or gradients specified, and all part of substructures and superstructures shall be in proper alignment and adjustment. Contractor shall provide all frames, cribbing, false work, scaffolds, shoring, guides, anchors, and temporary structures which may be necessary to obtain these results, although such will not, generally, be shown or noted on the Drawings; and the Contract Price(s) shall include and cover all such work, material, and construction. Any deviation from the Drawings, which may be found necessary or advantageous, will be determined by the Engineer.

8.0 LAWS/ORDINANCES

Contractor shall observe and comply with all federal, state, county, local and municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure by the awarded Contractor to comply with all applicable laws ordinances, rules, and regulations shall constitute a breach of the Contract and the City shall have the discretion to unilaterally terminate this Contract.

9.0 LIMITATION OF LIABILITY/ NO WAIVER

Contractor agrees to the limitation of liability of the Owner for any cause of action arising out of this Agreement as stated herein.

The Contractor 's recovery from the Owner for any action or claim arising from the Contract is limited to a maximum amount of the Contract Price less the amount of all funds actually paid by the Owner to Contractor pursuant to this Contract.

Nothing contained in this paragraph or elsewhere in this Contract is in any manner intended either to be a waiver of the limitation placed upon the Owner's liability as set forth in Section 768.28, Florida

Statutes, or to extend the Owner's liability beyond the limits established in said Section; and no claim or award against the Owner shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Owner from taking corrective action against the Contractor.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

10.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the City of Boca Raton, its officers, agents, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor and/or persons employed or utilized by the Contractor, in the performance of the Contract under any insurance required by the Contract, including, but not limited to workers' compensation acts, disability benefit acts, or other employee benefit acts.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Boca Raton to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

This provision shall not be deemed to waive any of the rights or immunities accorded to the CITY by section 768.28, Florida Statutes, or any other applicable law.

11.0 PROVISION AND MAINTENANCE OF BOND

A Surety Bond legally issued, meeting the requirements in the Contract Documents and approved by the Owner shall be maintained by CONTRACTOR.

If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to conduct business in the State of Florida is terminated or it ceases to meet the requirements of Surety Bond, the CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be subject to the approval by the Owner. Failure to maintain such Surety Bond shall constitute a breach of the Contract and the Owner in its sole discretion shall be authorized to terminate the Contract as provided in Section 12 herein.

12.0 TERMINATION

- A. Owner's Right to Terminate Contract for Default
 - 1. Default

Notwithstanding any other provisions of this Contract, Contractor shall be considered in default of its contractual obligation under this Contract if it:

- (a) Performs work which fails to conform to the requirements of this Contract;

- (b) Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
- (c) Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled Extra Work, Article 38 and Omitted Work, Article 39 in the General Conditions;
- (d) Fails to supply enough properly skilled workers or material;
- (e) Fails to make prompt payments to Subcontractors or suppliers for materials or labor;
- (f) Fails to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction;
- (g) Fails to maintain a surety bond as required by the Contract;
- (h) Fails to provide safety equipment or enforce safety procedures for workers on the site;
- (i) Fails to protect persons or property; or
- (j) Fails to fulfill any of the terms of this Contract or to comply in any way with the Contract Documents

Any of the above conditions shall be sufficient grounds for the Owner to find the Contractor in default and that sufficient cause exists to terminate the Contract and/or to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Contractor and approved by the Owner.

If a finding of default is made, the Contractor and Contractor's Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract.

2. Notice of Default

Upon a finding of default, the Owner shall notify Contractor in writing of the nature of the failure and shall set a reasonable time within which the Contractor and its Surety shall eliminate the cause or causes of default.

When the basis for finding of default no longer exists, the Owner shall notify the Contractor and its Surety in writing that the default has been corrected and that the Contractor is no longer in default.

3. Suspension of Work for Default

Owner may, at its sole option, suspend the performance of all or a portion of work to be performed under the Contract as a result of a finding of default, and shall include such suspension in the Notice of Default described above. Said suspension shall continue until such time as the Owner has notified the Contractor that the default has been corrected and the suspension has been removed, or the Contractor has been terminated. During said period of suspension, Contractor shall not be entitled to assert any claims for damages or any claims for time extensions or adjustments.

4. Notice of Contract Termination for Default

If the Contractor fails to correct the default within the time allowed, or if Contractor or its Surety fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Contractor's Surety, and without otherwise waiving its rights against the Contractor or its Surety, provide written notice to the Contractor of the termination, in whole or in part, of the Contract.

Owner may prosecute the Work to completion by contract or by any other method deemed expedient and/or make demand upon the Surety to perform, at Owner's sole option. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the work.

Upon termination for default, Contractor shall:

- (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- (b) inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Contractor or provided by Owner for performance of work;
- (c) promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- (d) cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- (e) comply with other reasonable requests from Owner regarding the terminated work; and
- (f) continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

If, upon termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 12B as provided herein.

5. Costs of Completed Work of Terminated Contract.

Contractor and its Surety, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the Work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

This section shall survive the cancellation, termination, expiration, lapse or suspension of this Contract.

B. Optional Termination of Contract By Owner

Owner may, at its sole option, terminate the Contract, in whole or in part at any time, by thirty (30) day written notice thereof to Contractor, whether or not Contractor is in default. If it was determined that Contractor was not in default as specified in Section 12 (A) (4), the 30 day notice requirement in this section is waived as long as the notice requirement set forth in Section 12 (A)(2) is satisfied. Upon any such termination, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof. The sole right and remedy of Contractor under this paragraph shall be that Owner shall pay Contractor in accordance with the subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination, including but not limited to

1. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:
 - (a) Immediately discontinue work on the date and to the extent specified in the notice;
 - (b) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
 - (c) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
 - (d) Assign all subcontracts required for performance of this Contract to the Owner;
 - (e) Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
 - (f) Complete performance of any work which is not terminated.
2. Upon any such termination, Owner will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - (b) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided above.
 - (c) The verifiable costs of work completed by Subcontractors.
 - (d) Any other reasonable costs which can be verified to be incidental to such termination of work.

13.0 PROVISION AND MAINTENANCE OF INSURANCE

COVERAGE AND MINIMUM LIMITS

The Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under this Contract, whether such performance is by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Contractor agrees, at its sole expense, to maintain on a primary basis during the life of this Contract, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

All such insurance shall remain in effect until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Warranty provisions of the Contract.

The Contractor agrees the insurance requirements herein as well as City of Boca Raton's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

A. COVERAGE AND MINIMUM LIMITS

1. Commercial General Liability.

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$2,000,000 occurrence/aggregate Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, Cross Liability or Separation of Insureds. The Contractor agrees any self-insured retention or deductible shall not exceed \$25,000.

Additional Insured Endorsements.

The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Contractor shall maintain such completed operations insurance for at least one (1) year after final payment and furnish City of Boca Raton with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. Business Automobile Liability.

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Commercial Umbrella/Excess Liability

(May be used to supplement minimum General Liability Coverage requirements).

The Contractor agrees to endorse the City of Boca Raton as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City of Boca Raton is automatically defined as an Additional Protected Person.

4. Worker's Compensation & Employer's Liability.

The Contractor agrees to maintain its own Worker's Compensation & Employers Liability Insurance in compliance with Florida Statute 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

5. Railroad Protective Liability:

When work done by the contractor is within 50 feet of a railroad tracks or railroad right of way, the Contractor shall maintain Railroad Protective Liability Insurance (RPL) with a limit not less than \$3,000,000 each occurrence, if the work being performed is within (50) feet of operating railroad tracks or otherwise involves exposures to railroad hazards. The RPL coverage may be included by endorsement to the Commercial General Liability policy (CGL) or as a separate policy.

B. SUBCONTRACTOR INSURANCE

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the City of Boca Raton, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

C. DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION

The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

D. WAIVER OF SUBROGATION

The Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City of Boca Raton, Contractor, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Contract.

When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement.

This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

E. RIGHT TO REVISE OR REJECT

The Contractor agrees the City of Boca Raton reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the City of Boca

Raton reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Florida. In such events, The City of Boca Raton shall provide Contractor written notice of such revisions or rejections.

F. NO REPRESENTATION OF COVERAGE ADEQUACY.

The coverages, limits or endorsements required herein protect the primary interests of the City of Boca Raton, and the Contractor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

G. REQUIREMENTS OF INSURERS PROVIDING THE INSURANCE

Insurers providing the insurance required by this Contract must meet the following minimum requirements:

(a) Be authorized by to maintain certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and

(b) Must have a current rating of "A-" or better and a Financial Size Category of "IV" or better according to the most recent rating in effect by the A.M. Best Company.

H. CERTIFICATE OF INSURANCE (COI) AND CANCELLATION/NON RENEWAL OF COVERAGE

The Contractor agrees to provide the City of Boca Raton with certificate(s) of insurance that clearly evidences the Contractor's insurance contains the minimum coverages, limits, and endorsements set forth herein. The City of Boca Raton requires an original or electronically transmitted certificate of insurance (COI) on an ACORD-25 form (2010/05) and the required endorsements as specified above.

A minimum thirty (30) day endeavor to notify due to cancellation, non-renewal of coverage shall be identified on each certificate(s) of insurance. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City of Boca Raton project manager and copy the City's Risk Manager in writing within (30) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

In the event the City of Boca Raton is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the City of Boca Raton prior to the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. When notified by the City of Boca Raton the Contractor agrees not continue work pursuant to this Contract, unless all required insurance remains in effect.

The City of Boca Raton shall have the right, but not the obligation, of prohibiting Contractor from entering the Project site until a new certificate of insurance is provided to the City of Boca Raton evidencing the replacement coverage. The Contractor agrees the City of Boca Raton reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City of Boca Raton. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City Of Boca Raton shall have the right, but not the obligation, to

purchase replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City of Boca Raton.

I. CERTIFICATE OF INSURANCE FORMAT

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City is endorsed as an Additional Insured as per requirements herein, Item A. Insurance Coverage and Minimum Limits.
2. Clearly indicate the project name and Bid number.
3. Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, whether in excess or equal to the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Clearly indicate Certificate Holder(s) and Address:
6. Include the appropriate Endorsement listing the City of Boca Raton as an additional Insured. (CG 2010 04 013 or; CG2010 07 04 and CG2037 07 04)

Certificate Holder: City of Boca Raton
201 W. Palmetto Park Road
Boca Raton, FL 33432
Attn: City Project Manager / Lisa Wilson-Davis
Email: lwilsondavis@myboca.us

14.0 NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to Owner: City of Boca Raton
Name Chris Helfrich, P.E., Utility Services Director
Address 1401 Glades Road, Boca Raton, FL 33431
Email chelfrich@myboca.us

As to Contractor: _____
Name _____
Address _____
Fax _____
Email _____

Notices shall be effective when delivered to the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile and Email is acceptable notice effective when received, however, facsimiles received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and Owner in the performance of the Work.

15.0 PUBLIC RECORDS

15.1 The City of Boca Raton is a public agency subject to Chapter 119, Florida Statutes. This Contract requires the Contractor to provide services and/or materials, and therefore the Contractor shall comply with Section 119.0701, Florida Statutes. Specifically, the Contractor shall:

15.1.1 Keep and maintain all public records related to the performance of the Work.

15.1.2 Upon request from the City's custodian of public records, provide the City 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 that provided in chapter 119, Florida Statutes, or as otherwise provided by law.

15.1.3 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 Agreement term and following completion of the Agreement.

15.1.4 Upon completion or other termination of the Contract, keep and maintain the public records required by the City to perform the Work. The Contractor shall meet all applicable requirements for retaining public records set out in Florida law.

15.1.5 In addition to maintaining the records pursuant to Paragraph Number 4 above, provide to the City all records that were stored electronically by Contractor, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

15.2 The failure of the Contractor to comply with the provisions set forth in this Section, or to comply with the City request for records, shall constitute a default and breach of this Contract, and the City shall, in its discretion, pursue any and all remedies against the Contractor provided for under this Contract or at law.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS BID, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@MYBOCA.US, CITY HALL, CITY CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL 33432.

16. SCRUTINIZED COMPANIES

- 16.1 Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Contract if:
- 16.1.1 Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Section 215.473, Florida Statutes);
 - 16.1.2 Contractor engages in business operations in Cuba or Syria; or
 - 16.1.3 Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 16.2 By entering into this Contract, Contractor certifies that Contractor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel. Contractor acknowledges that Contractor executed a certification to this effect at the time it submitted a response to the City's Invitation to Bid and that such certification was likewise accurate at the time of execution of this Contract.
- 16.3 Contractor shall notify the City if, at any time during the term of this Contract, Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) calendar days of the date of such occurrence.
- 16.4 In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Contract and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.
- 16.5 Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Contract pursuant to this provision.

17.0 E-VERIFY

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 (as well as contractual employees whose contract is renewed after January 1, 2021) and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for

a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Should Contractor violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the City as a result of the termination of the Contract.

18.0 MISCELLANEOUS

18.1 Remedies. The remedies expressly provided in this Agreement to Owner shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of Owner now or later existing at law or in equity.

18.2 Nonwaiver. A waiver by either Owner or Contractor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this Contract. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

18.3 Severability. The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void or voidable provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Contract from being held void should a provision which is of the essence of the Contract be determined to be void by a court of competent jurisdiction.

18.4 Governing Law / Venue / Waiver of Jury Trial. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

19.0 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect. This Contract may only be amended or modified by a written document authorized and executed by the Parties, as provided herein.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Mayor, and its seal to be hereunto affixed, and _____ has executed this Contract all as of the day and year first above written.

CITY OF BOCA RATON

Witness:

By: _____
Leif Ahnell, C.P.A., C.G.F.O., **City Manager**
(Seal)

Approved by Council on _____, 20_____

Item _____ Account Number _____

CONTRACTOR:

Attest:

By: _____
Signature

Corporate Secretary
(affirm Corporate Seal)

Witness:

Name: _____

Title: _____
President or other duly authorized
Corporate Officer

CERTIFICATE OF CORPORATE AUTHORITY

BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

I, _____, certify that I am the **Secretary** of the corporation named as Contractor in **Bid No.2022-021**; that _____ who signed the said Contract on behalf of the Contractor, was then _____ of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

**ACKNOWLEDGEMENT OF CONTRACTOR,
OF A LIMITED LIABILITY CORPORATION
OR PARTNERSHIP**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

State of _____
as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm and that he/she is duly authorized to bind such firm.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF AN INDIVIDUAL**

State of _____
as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to be to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

(Seal)

**ACKNOWLEDGMENT OF CONTRACTOR,
IF CORPORATION**

**BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation**

State of _____
as:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared
_____, to me known, who, being by me duly sworn, did depose
and say that he/she resides at

that he/she is the _____

of _____

the corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that one of the impressions affixed to said contract is an impression of such seal; that he is the proper official of said corporation designated to execute such contract, that he/she has authority so to do, that he/she executed same for and in behalf of said corporation, and that his/her act is the act and deed of said corporation.

Witness my hand and official notarial seal at _____

the day and year above written.

Notary Public

(Seal)

My Commission Expires: _____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, WE, _____, as Principal and _____ a Corporation, as Surety, are bound to the City of Boca Raton, Florida, hereinafter referred to as "Owner", in the sum of \$_____, 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 Contract dated _____, 20____ between Principal and Owner for construction of Sanitary and Storm Sewer Rehabilitation, **Bid No. 2022-021**, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract, and;
3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, and including any liquidated damages or actual damage caused by the delay of performance of Contractor, that Owner sustains because of a default by Principal under the Contract, 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. 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. Any increase in the total contract amount as authorized by the Owner shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes. subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.
5. This Bond is intended to comply with the provisions of Section 255.05, Florida Statutes, and all terms and conditions of said Statutes are incorporated herein by reference thereto. In the event of any conflict, ambiguity or discrepancy between Section 255.05 of the Florida Statutes and this Bond, the Florida Statutes section 255.05 shall control. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner and those persons or corporations provided for by said Statute, their heirs, executors, administrators, successors or assigns. All claimants and other parties claiming any interest in this Bond are expressly referred to Section 255.05, including particularly the notice and time limitation provisions of that section.

Dated on _____, 20_____.

PRINCIPAL:

ATTEST:

Principal

Corporate Secretary

By: _____
Signature

Title: _____

Witness to Principal

(Address)

Address _____ (Seal)

SURETY:

ATTEST:

Surety

Surety

Witness as to Surety

Surety

Attorney-in-fact

(Seal)

Address

Telephone: (_____) _____

Email: _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, **and be authorized to transact business in the State of Florida**, and be pre-approved by the Owner.

Bond shall be a minimum bond rating of Best's rating of "A" and Best's Financial size category of not less than Class VII.

INSURANCE CERTIFICATES

(INSERTED AT TIME OF CONTRACT)

FINAL RECEIPT

Construction Contract 2022-021
Sanitary and Storm Sewer Rehabilitation

Group X Name of Group

Work Order No. *XX*

Received this _____ day of _____, 20____, of _____ as full and
final payment of the cost of all improvements provided for in the foregoing contract the sum of
_____ Dollars and _____ Cents,
(\$ _____), in cash, being the full amount accruing to the undersigned by virtue of said
contract, said cash covering and including full payment for all extra work and material furnished by the
undersigned in the construction of said improvements, and all incidentals thereto, and the undersigned
hereby releases the said _____ from
all claims whatsoever growing out of said contract.

These presents are to certify that all persons doing Work upon or furnishing materials or supplies
for the said improvements under the foregoing contract have been paid in full.

The undersigned further certifies that all taxes imposed by Chapter 212, Florida Statutes (Sales
and Use Tax Act), as amended, have been paid and discharged.

Construction Contract 2022-021
Sanitary and Storm Sewer Rehabilitation

Group X Name of Group

Work Order No. *XX*

City of Boca Raton

Name of Contractor

Construction Services Work Order

For

Title of Work and Project Number 71-21-005

This Work Order shall be incorporated in and become an integral part of the Construction Contract (Bid No. 2022-021) with the City of Boca Raton (CITY), Florida and *name of contractor* (Contractor), dated *month, day, year*. All work identified in the Work Order shall be constructed in accordance with the unit prices, terms and conditions of said Contract for a Not to Exceed Amount of \$*xx,xxx.00* (which includes a contingency line item for any unforeseen services within the contract).

Project Overview

Provide overview

Scope of Work

Describe scope of work.

Schedule of values are as identified in Attachment A.

Assumptions

The City of Boca Raton will provide inspections and contract administration as part of this work order.

Project Schedule

The work identified in the work order shall be completed and accepted in *xx* calendar days as mutually agreed upon. A project schedule shall be submitted to the CITY by the CONTRACTOR for approval before any work on the project can commence and the CONTRACTOR shall submit an updated schedule with each pay request.

The CONTRACTOR shall not commence work on this Work Order, as approved by the CITY, without a written "Notice to Proceed" from the Director of Utility Services or his designee.

At the completion of each Work Order a final estimate is to be submitted in accordance with Article 33 "Final Payment" of the General Conditions.

Execution of Documents

Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this Work Order or any Amendment hereto. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.

CONTRACTOR:

By: _____ Date: _____
Signature

Title: _____
President (or other duly Authorized Officer) (Attach Resolution/Bylaw of authorization if not President)

CITY OF BOCA RATON:

By: _____ Date: _____
Supervisor Name, Utility Services Network Supervisor

By: _____ Date: _____
Name, Operations & Environmental Compliance Manager

By: _____ Date: _____
Name, Utility Services Director

ATTACHMENT A

Schedule of values

Item No.	Description	Unit	Qty	Rate	Total
				\$	\$
				\$	\$
	Contingency amount – for any unforeseen services within the contracted line items				\$
Total					\$

Price per Contract No. 2022-020 Group X – Pressure Pipe Repair and Insta

ADDENDUMS

(INSERTED AT TIME OF CONTRACT)

SPECIAL PROVISIONS

BID NO. 2022-021
Sanitary and Storm Sewer Rehabilitation

1. CONTRACTOR REGISTRATION WITH THE CITY

All awarded Contractors shall register with the City of Boca Raton Business Tax Office prior to performing the Work, no City fee required.

2. BUSINESS TAX RECEIPTS

All businesses in the City of Boca Raton are required to obtain a City of Boca Raton Business Tax Receipt on an annual basis in addition to other one-time fees that may be incurred (application fee, certificate of use fee, code inspection fee, fire inspection fee). For further information regarding business tax fees, call (561) 393-7937. All other **businesses not located within the City of Boca Raton** must show proof of a current Business Tax Receipt for their business location, unless exempt. A copy of the receipt or proof of exemption shall be submitted prior to awarding the Bid.

3. PERMITS

Permits to be secured by the Contractor for this project are as follows:

- 1) City of Boca Raton MOT Permit
- 2) South Florida Water Management District Dewatering Permit (Permit Fee \$500.00) (A Dewatering Short Term General Water Use permit is required if the dewatering time frame is less than a year, and the daily volume is less than 10 MGD and the total dewatering volume is less than 1,800 million gallons.)
- 3) NPDES Permit (\$250.00)
- 4) Palm Beach County Engineering Department (ROW Permit)
- 5) Florida Department of Transportation Utility ROW Permit
- 6) Lake Worth Drainage District Permit

The City of Boca Raton permit fees for the aforementioned permits, will be waived by the City. However, fines and penalties will be assessed based upon the standard fee structure.

4. PERCENTAGE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with the Contractor's own organization, work equivalent to not less than 20% of the total dollar value of the Work to be performed under this Contract unless changed in writing by mutual agreement between the Contractor and the Owner. Minimum Work percentage shall be defined as all components of the job with the exception of mobilization, administration, overhead and profit and will be evaluated on dollar value of the Work performed.

5. **DOMESTIC MATERIALS**

Contractor shall endeavor to make maximum use of domestic construction materials.

6. **SPECIFICATIONS**

The technical specifications do not include proprietary, exclusionary or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment. Frequently, for demonstrative purposes, at least one brand name or trade name is listed and is followed by the words "or equal". Omission of the words "or equal" does not preclude the City's right to accept an alternate item which meets the full requirements of the specified item. The City, or its authorized representative, further reserves the unqualified right, to determine whether any particular item or items of material, or equipment whatsoever, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same as further detailed in the conditions of Contract.

6. **CONTRACT PERIOD AND RENEWAL**

The term of this Contract shall commence on the date set forth on the "Form of Contract" and shall continue for five (5) years, automatically renewed thereafter for three, one-year periods subject to the cancelation clauses in Article 12.0, Termination of the Contract.. Automatic contract renewal shall be subject to the appropriation of funds, satisfactory performance, and determination that the contract renewal is in the best interest of the City. The City requires a firm price from the date set forth on the "Form of Contract" for two years. Years three through five and annual renewals will be based on the Contractor agreeing to the same terms, conditions, pricing and specifications. For the purpose of re-bidding, the Contract may be extended at the City's option for a defined period of time, not to exceed one year. Option for extension will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations.

Prior to term years three, four, and five and each annual renewal, the City may consider price adjustment(s) only when a written request is received by the Buyer identified herein a minimum of ninety (90) days prior to the renewal date for review by the City. Contractor is responsible for verifying that written price request was received by the Buyer within ninety (90) days. Contractor's written request shall identify each bid item affected and proposed price with written justification and supporting documentation attesting that the request is a bonafide cost increase/decrease to the vendor. Failure to submit the required supporting documentation may result in the price adjustment request being denied. Contractor's requested price adjustment is subject to City approval and shall require written acknowledgement from the Buyer. In the event that the City does not wish to accept the adjusted cost(s) and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City by giving written notice to the Contractor. In the event that a cost decrease is realized due to changes in the economy (CPI/CPU and/or decreases that are industry specific), the City shall have the right to request and receive from the Contractor a reasonable reduction in costs.

7. **WORK ORDERS**

The City will issue a separate Work Order for each individual project, on an as needed basis. All terms and conditions of the bid and resulting contract are applicable.

Contractor will have an opportunity to visit the site intended for service and identify applicable line items in conjunction with the City to encompass Work Order(s) as needed.

The individual work orders will specify the work to be performed, its location, a not-to-exceed cost (based on the contract unit prices) and a schedule for performance. Each Work Order will be signed by the Utility Services Department Head.

With the exception of Expedited Mobilization services, Contractor hereby agrees to commence work under this Contract within ten (10) calendar days from the City's sign off of the work order, and to execute the work uninterrupted until fully complete, or by a time frame designated on the work order. Work orders may be issued concurrently. Payment will be based upon as-built, accepted, construction quantities in accordance with the unit pricing bid. Work Orders may be issued concurrently.

8. HURRICANE PREPAREDNESS PLAN

- A. Within 30 days of the date of Notice to Proceed, the Contractor shall submit to the Engineer and Owner a Hurricane Preparedness Plan. The plan should outline the necessary measures which the Contractor proposes to perform at no additional cost to the Owner in case of a hurricane warning.
- B. In the event of inclement weather, or whenever Engineer shall direct; Contractor will, and will cause Subcontractors to carefully protect the Work and materials against damage or injury from the weather. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of Contractor or any Subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of Contractor.

9. RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including but not limited to light poles, control panels, signs, sign poles, fences, piping, irrigation, conduits and drains that interfere with the positioning of the Work as set out on the Drawings. The cost of all such relocations shall be included in the bid for the project and shall not result in any additional cost to the Owner.

10. OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during excavation at the Project site, the possibility exists of the Contractor encountering various water, electrical, or other lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable notice of any such excavation by the Contractor.

11. MAINTENANCE OF EXISTING WATER FACILITIES OPERATION

- A. The Contractor shall fully cooperate at all times with the Owner in order to maintain the operation of the existing facilities with the least amount of interference and interruption possible. Continuous service, public health and safety considerations shall exceed all others and the Contractor's schedule, plans and work shall at all times be subject to alteration and revision if necessary for above considerations.
- B. The Engineer and Owner reserve the right to require the Contractor to work 24 hours per day in all cases, where, in their opinion, interference with operation of the system may result.
- C. In no case will the Contractor be permitted to interfere with the existing system until all materials, supplies, equipment, tools, and incidentals necessary to complete the interfering portion of the work are on the site.

12. EXISTING UTILITY PROTECTION

Existing utilities have been shown on the Drawings insofar as information is reasonably available; however, it will be the Contractor's responsibility to preserve all existing utilities whether shown on the Plans or not. If utility conflicts are encountered by the Contractor during construction, Contractor shall provide sufficient notice to the Owner as further detailed in the General Conditions, Article 41 and 42. Any delays ensuing from this damage will be considered as inexcusable.

13. INSTALLATION OF EQUIPMENT

All wedges, shims, filling pieces, keys, packing, red or white lead grout, or other materials necessary to properly align, level, and secure apparatus in place shall be furnished by the Contractor. All parts intended to be plumb or level must be proven exactly so. Any grinding necessary to bring parts to proper bearing after erection shall be done at the expense of the Contractor.

14. DISINFECTION

- A. The Contractor shall clean, disinfect and bacteriologically test and clear in accordance with Chapters 62-550, 62-555, and 62-560 of the Florida Administrative Code (FAC) all water supply facilities affected by this project which shall come into contact with raw water, water being treated or treated water prior to placing the facility in operation. The above statement shall apply to both new facilities installed, and existing facilities which are to be modified.
- B. The Contractor shall employ a disinfection method approved by the Engineer, the Owner, and the local Health Department, and shall fully satisfy the Owner that adequate disinfection has been achieved prior to placing a facility on-line.
- C. The cost of all disinfection work shall be included in the prices quoted in the Proposal. The Owner shall pay for laboratory cost of initial bacteriological clearance test. Contractor shall pay for any retesting required due to failed initial test.

15. DAMAGE ON ACCOUNT OF HIGH WATER

Contractor shall hold himself responsible for all damage done to his work by heavy rains or floods and he shall take all reasonable precautions to provide against damages by building

such temporary dikes, channels, or shoring to carry off storm water as the nature of the work may require.

16. EMERGENCY PHONE NUMBERS AND ACCIDENT REPORTS

- A. Emergency phone numbers (fire, medical, police) shall be posted at the Contractor's phone and its locations known to all.
- B. Accidents shall be reported immediately to the Owner by messenger or phone as further detailed in the General Conditions Article 51.
- C. All accidents shall be documented and a fully detailed written report submitted to the Owner as soon as possible after each accident.

17. TRESPASS ON ADJACENT PROPERTY

Contractors/Subcontractors/Materialmen involved in this project shall not trespass on property adjacent to the work site of this contract. Should trespass occur, all resultant damages shall be paid by the Contractor. Claims of damage made to the Owner will be relayed to the Contractor for resolution. The Owner reserves the right to withhold from the final payment due to the Contractor an amount of money equal to twice the estimated damage amount until the resolution of the claim by the Contractor and the Claimant.



**Special Meeting Agenda
Item #3C
Corrected Second
Amended Consent Order**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Florida Department of Environmental Protection Second Amended Consent Order 20-0773 – Corrections to March 3, 2025, Agenda Item
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	March 12, 2025
BACKGROUND:	CONB has an active consent order with the Florida Department of Environmental Protection (FDEP) for violation of its water reclamation facility permit primarily with respect to Total Nitrogen (TN) and Total Phosphorus (TP). The original consent order was executed on August 11, 2020, and first amended on March 9, 2023, regarding violations from March 2020 to December 2022. This Second Amended Consent Order covers violations from September 2022 to January 2024. Following completion of extensive projects, including a return of Plant 2 to service in March 2024, the facility has returned to compliance with Consent Order interim limits for TN and TP. Permit compliance for TP was achieved in December 2024 and TP should occur in March 2025. The Second Amended Consent Order presented at Council's March 3, 2025, meeting contained errors that have been corrected by FDEP: • Paragraph 16 - The in-kind penalty amount was updated from \$27,000 to \$34,500 which is 1.5 times the sum of the stipulated and civil penalties. • Appendix A – Should an in-kind project be terminated, cash payment of the stipulated and civil penalties become due. The amount was updated from \$18,000 to \$23,000. Public Works is proposing an in-kind penalty project, such as purchase of sanitary sewer camera equipment. Maximum total authorization being requested in this agenda item is \$35,250.00 which is the in-kind project amount of \$34,500 plus \$750.00 in FDEP costs incurred. Should FDEP approve of an in-kind proposal, an agenda item will be brought to Council.
BUDGET:	• As of 3.12.25 Sewer Operations 401-4335-535-30-46 Repair and Maintenance FY25 Current Budget = \$285,000.00 with Available = \$187,934.06 • If equipment is purchased, capital budget would be utilized
RECOMMENDATION:	Approval of up to \$35,250.00 towards settlement of the Second Amended Consent Order
ATTACHMENT:	Second Amended Consent Order 20-0773 as corrected

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	)	IN THE OFFICE OF THE ATTORNEY GENERAL
	)	NORTHEAST DISTRICT
	)	
v.	)	OGC FILE NO. 20-0773
	)	
CITY OF NEPTUNE BEACH	)	
_____	)	

SECOND AMENDED CONSENT ORDER

This Second Amended Consent Order (Order) is entered into between the State of Florida Department of Environmental Protection (Department) and City of Neptune Beach (Respondent) to reach settlement of certain matters at issue between the Department and Respondent. The Department and Respondent originally entered into a Consent Order on August 11, 2020 (the “Original Order”). The Department and Respondent entered into an Amended Consent Order (the “First Amended Order”) on March 9, 2023. Now, this Amended Consent Order shall replace the First Amended Order.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Order.
2. Respondent is a person within the meaning of Section 403.031(5), F.S.
3. Respondent is the owner and is responsible for the operation of the Neptune Beach WWTF, consisting of two biological treatment plants with ability to discharge up to 1.50 MGD annual average daily flow to the St. Johns River (a Class III water) and/or 0.999 MGD annual average daily flow to slow rate public access reuse system (Facility). The Facility is operated under Wastewater Permit No. FL0020427 (Permit), which was issued on May 1, 2019, and will expire on April 30, 2024. The Facility is located at 2010 Forest Avenue, in Duval

County, Florida, 32266, in Duval County, Florida (Property). Respondent owns the Property on which the Facility is located.

4. Under the original Order executed on August 11, 2020, the Department finds that the following violation(s) occurred between February 2018 and January 2020 for Total Nitrogen (TN) as shown in Table 1, below:

Table 1: Total Nitrogen Exceedances of the Maximum

Monitoring Group	Date	Description	Result	Limit	Statistical Base
D-001	2/28/2018	Total Nitrogen	13940	13599	Annual Total
D-001	3/31/2018	Total Nitrogen	14091	13599	Annual Total
D-001	4/30/2018	Total Nitrogen	13798	13599	Annual Total
D-001	4/30/2019	Total Nitrogen	13653	13599	Annual Total
D-001	5/31/2019	Total Nitrogen	14704	13599	Annual Total
D-001	6/30/2019	Total Nitrogen	15707	13599	Annual Total
D-001	7/31/2019	Total Nitrogen	16231	13599	Annual Total
D-001	8/31/2019	Total Nitrogen	16710	13599	Annual Total
D-001	9/30/2019	Total Nitrogen	13599	13599	Annual Total
D-001	10/31/2019	Total Nitrogen	16922	13599	Annual Total
D-001	11/30/2019	Total Nitrogen	17776	13599	Annual Total
D-001	12/31/2019	Total Nitrogen	18541	13599	Annual Total
D-001	1/31/2020	Total Nitrogen	18672	13599	Annual Total
D-001	2/29/2020	Total Nitrogen	18719	13599	Annual Total

a. Respondent was ordered to submit a compliance plan (Plan) to meet final effluent limits for Total Nitrogen and all other parameters as specified in the Permit. The draft Plan of Action was submitted on March 31, 2021 and was approved.

b. In lieu of paying the administrative penalty of \$2,000, Respondent was approved for an in-kind project to construct a 750 linear foot, 6" forcemain extension. The in-kind project was completed on October 20, 2020. The total cost of the project was \$21,436.04.

c. Respondent was also required to comply with the TN interim limit as noted in Table 2, below:

Table 2: TN Interim Limit

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lbs./yr	19,000	Monthly	Calculated	Annual Total

d. Stipulated penalties were assessed for the following TN interim limit violations:

Table d.1 - Date assessed: November 2, 2021; Date paid: December 2, 2021

Date	Interim Limit (lbs/yr)	Result (lbs/yr)	Penalty Amount (\$)
9/30/2021	19,000	24,020	100.00
8/31/2021	19,000	22,442	100.00
7/31/2021	19,000	21,587	100.00
6/30/2021	19,000	20,063	100.00
5/31/2021	19,000	19,167	100.00
		Total:	\$500.00

Table d.2 - Date assessed: May 27, 2022; Date paid: August 25, 2022

Date	Interim Limit (lbs/yr)	Result (lbs/yr)	Penalty Amount (\$)
4/30/2022	19,000	26,134	100.00
3/30/2022	19,000	25,079	100.00
2/28/2022	19,000	25,440	100.00
1/31/2022	19,000	23,952	100.00
12/31/2021	19,000	23,310	100.00
11/30/2021	19,000	23,686	100.00
10/31/2021	19,000	24,298	100.00

Date	Interim Limit (lbs./yr)	Result (lbs./yr)	Penalty Amount (\$)
		Total:	\$700.00

Table d.3 - Date assessed: November 11, 2022; Date paid: November 17, 2022

Date	Interim Limit (lbs./yr.)	Result (lbs./yr.)	Penalty Amount (\$)
9/30/2022	19,000	29,845	100.00
8/31/2022	19,000	30,474	100.00
7/31/2022	19,000	30,498	100.00
6/30/2022	19,000	30,241	100.00
5/31/2022	19,000	28,009	100.00
		Total:	\$500.00

Table d.4 - Date assessed: April 14, 2023; Date paid: June 15, 2023

Date	Interim Limit (lbs./yr.)	Result (lbs./yr.)	Penalty Amount (\$)
2/28/2023	19,000	29,319	100.00
1/31/2023	19,000	30,277	100.00
12/31/2022	19,000	31,083	100.00
11/30/2022	19,000	30,402	100.00
10/31/2022	19,000	29,478	100.00
		Total:	\$500.00

e. Respondent was required to complete all corrective actions under this Order by August 11, 2022.

5. The First Amended Order was executed on March 9, 2023, for violations of Total Nitrogen (TN) and Total Phosphorus (TP) permit/interim limits as noted in the tables below:

a. Between March 2020 and August 2020, permit limit exceedances occurred for Total Nitrogen as shown in Table 3, below:

Table 3: Total Nitrogen Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Statistical Base
D-001	3/31/2020	Total Nitrogen	18,033	13599	Annual Total
D-001	4/30/2020	Total Nitrogen	17,826	13599	Annual Total
D-001	5/31/2020	Total Nitrogen	16,975	13599	Annual Total
D-001	6/30/2020	Total Nitrogen	16,045	13599	Annual Total
D-001	7/31/2020	Total Nitrogen	15,267	13599	Annual Total
D-001	8/31/2020	Total Nitrogen	15,090	13599	Annual Total

b. Between May 2021 and December 2022, interim limit exceedances occurred for Total Nitrogen as shown in Table 4, below:

Table 4: Total Nitrogen Interim Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	5/31/2021	Total Nitrogen	19,167	19,000	lbs./yr	Annual Total
D-001	6/30/2021	Total Nitrogen	20,063	19,000	lbs./yr	Annual Total
D-001	7/31/2021	Total Nitrogen	21,587	19,000	lbs./yr	Annual Total
D-001	8/31/2021	Total Nitrogen	22,442	19,000	lb/yr	Annual Total
D-001	9/30/2021	Total Nitrogen	24,020	19,000	lb/yr	Annual Total
D-001	10/31/2021	Total Nitrogen	24,298	19,000	lb/yr	Annual Total
D-001	11/30/2021	Total Nitrogen	23,686	19,000	lb/yr	Annual Total
D-001	12/31/2021	Total Nitrogen	23,310	19,000	lb/yr	Annual Total
D-001	1/31/2022	Total Nitrogen	23,952	19,000	lb/yr	Annual Total
D-001	2/28/2022	Total Nitrogen	25,307	19,000	lb/yr	Annual Total

D-001	3/31/2022	Total Nitrogen	24,947	19,000	lb/yr	Annual Total
D-001	4/30/2022	Total Nitrogen	26,002	19,000	lb/yr	Annual Total
D-001	5/31/2022	Total Nitrogen	28,009	19,000	lb/yr	Annual Total
D-001	6/30/2022	Total Nitrogen	30,241	19,000	lb/yr	Annual Total
D-001	7/31/2022	Total Nitrogen	30,498	19,000	lb/yr	Annual Total
D-001	8/30/2022	Total Nitrogen	30,474	19,000	lb/yr	Annual Total
D-001	9/30/2022	Total Nitrogen	29,845	19,000	lb/yr	Annual Total
D-001	10/31/2022	Total Nitrogen	29,478	19,000	lb/yr	Annual Total
D-001	11/30/2022	Total Nitrogen	30,403	19,000	lb/yr	Annual Total
D-001	12/31/2022	Total Nitrogen	30,612	19,000	lb/yr	Annual Total

c. Between May 2022 and July 2022, permit limit exceedances occurred for Total Phosphorous as shown in Table 5, below.

Table 5: Total Phosphorous Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	5/31/2022	Total Phosphorous	4,231	4,015	lb/yr	Annual Total
D-001	6/30/2022	Total Phosphorous	4,060	4,015	lb/yr	Annual Total
D-001	7/31/2022	Total Phosphorous	4,149	4,015	lb/yr	Annual Total

d. During the period of April 17, 2021 and May 24, 2021, the facility failed to maintain a lead wastewater operator with a Class B license or higher. The wastewater operator staffing non-compliance was resolved on May 25, 2021, and the facility has since properly maintained the required wastewater operator staff.

e. Respondent was also required to comply with the following TN and TP interim limits in tables 6 and 7 below and shall be in full compliance by April 1, 2024.

Table 6: Second Interim Limit at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lb/yr	36,584	Monthly	Calculated	Annual Total

Table 7: Interim Limit at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Phosphorous	lb/yr	5,147	Monthly	Calculated	Annual Total

f. Respondent also agreed to pay stipulated penalties in the amount of \$500.00 per occurrence when the facility exceeds the interim limits as shown in table 6 and 7 above.

6. This Second Amended Consent Order hereby amends and replaces the First Amended Order to address Total Nitrogen, Total Phosphorus, BOD, Carbonaceous 5 day, 20C, CBOD, % Removal, 5-day, Coliform, Fecal, Enterococci, Chlorine, Total Residual, Oxygen, Dissolved (DO), Solids, Total Suspended, Solids, Total Suspended, % Removal, Copper, Total Recoverable, Flow, and Toxicity (IC25 Statre 7day Chr Mendia and IC25 Statre 7day Chr Mysid Bahia) between September 2022 to January 2024. The Department finds that the exceedances listed in the tables below are in violation of Rules 62-4.160 and 62-600.410(1), Fla. Admin. Code.

a. Stipulated penalties were assessed for the TN violations in Table 8, below under the Original Consent Order and was paid on June 15, 2023:

Table 8: Total Nitrogen Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	1/31/2023	Total Nitrogen	30,277	19,000	lb/yr	Annual Total
D-001	2/28/2023	Total Nitrogen	29,318.5	19,000	lb/yr	Annual Total

b. Stipulated penalties shall be assessed for the TN and TP violations in Table 9 below under requirements of the First Amended Consent Order:

Table 9: TN and TP Interim Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	10/31/2023	Total Nitrogen	43,488	36,584	lb/yr	Annual Total
D-001	11/30/2023	Total Nitrogen	38,584	36,584	lb/yr	Annual Total
D-001	12/31/2023	Total Nitrogen	46,768	36,584	lb/yr	Annual Total
D-001	01/31/2024	Total Nitrogen	53,572.8	36,584	lb/yr	Annual Total
D-001	02/23/2024	Total Nitrogen	55864.5	36,584	lb/yr	Annual Total
D-001	03/31/2024	Total Nitrogen	5628.2	36,584	lb/yr	Annual Total
D-001	04/30/2024	Total Nitrogen	53434.4	36,584	lb/yr	Annual Total
D-001	05/31/2024	Total Nitrogen	49896.1	36,584	lb/yr	Annual Total
D-001	06/30/2024	Total Nitrogen	46391.6	36,584	lb/yr	Annual Total
D-001	07/31/2024	Total Nitrogen	41572.3	36,584	lb/yr	Annual Total
D-001	08/31/2024	Total Nitrogen	38370.9	36,584	lb/yr	Annual Total
D-001	12/31/2023	Total Phosphorous	5898	5,147	lb/yr	Annual Total
D-001	01/31/2024	Total Phosphorous	6231.41	5,147	lb/yr	Annual Total
D-001	02/29/2024	Total Phosphorous	6159.8	5,147	lb/yr	Annual Total
D-001	03/31/2024	Total Phosphorous	6357.9	5,147	lb/yr	Annual Total
D-001	04/30/2024	Total Phosphorous	6486.4	5,147	lb/yr	Annual Total
D-001	06/30/2024	Total Phosphorous	6387.3	5,147	lb/yr	Annual Total
D-001	07/31/2024	Total Phosphorous	5691.7	5,147	lb/yr	Annual Total
D-001	08/30/2024	Total Phosphorous	5306.5	5,147	lb/yr	Annual Total

c. Between July 2023 and December 2023, permit limit exceedances occurred for BOD, Carbonaceous 5 day, 20C and CBOD, % Removal, 5-day as shown in Table 10, below:

Table 10: BOD, Carbonaceous Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	7/31/2023	BOD, Carbonaceous 5 day, 20C	208	60	mg/L	Maximum
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	72	60	mg/L	Maximum
D-001	7/31/2023	BOD, Carbonaceous 5 day, 20C	106.5	25	mg/L	Monthly Average
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	51.5	25	mg/L	Monthly Average
D-001	12/31/2023	BOD, Carbonaceous 5 day, 20C	45	25	mg/L	Monthly Average
D-001	7/31/2023	BOD, Carbonaceous 5 day, 20C	106.5	40	mg/L	Weekly Average
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	42	40	mg/L	Weekly Average
D-001	12/31/2023	BOD, Carbonaceous 5 day, 20C	45	40	mg/L	Weekly Average
D-001	11/30/2023	BOD, Carbonaceous 5 day, 20C	42	20	mg/L	Annual Average
D-001	12/31/2023	BOD, Carbonaceous 5 day, 20C	45	20	mg/L	Annual Average
D-001	7/31/23	CBOD, % Removal, 5-day	83.6	85	Percent	Mon. Avg. Min.

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	7/31/23	CBOD, % Removal, 5-day	71.64	85	Percent	Mon. Avg. Min.
D-001	7/31/23	CBOD, % Removal, 5-day	22.65	85	Percent	Mon. Avg. Min.

e. Between April 2023 and July 2024 permit limit exceedances occurred for Fecal Coliform as shown in Table 11, below:

Table 11: Fecal Coliform Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	4/30/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	8/31/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	10/31/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	11/30/2023	Coliform, Fecal	2400	800	#/100 ml	Maximum
D-001	01/31/2024	Coliform, Fecal	1683	800	#/100 ml	Maximum
D-001	7/31/2023	Coliform, Fecal	496.8	200	#/100 ml	Monthly Geometric Mean
D-001	8/31/2023	Coliform, Fecal	1516	200	#/100 ml	Monthly Geometric Mean
D-001	11/30/2023	Coliform, Fecal	800.67	200	#/100 ml	Annual Average
D-001	01/31/2024	Coliform, Fecal	605.25	200	#/100 ml	Annual Average
D-001	02/29/2024	Coliform, Fecal	351.01	200	#/100 ml	Annual Average
D-001	03/31/2024	Coliform, Fecal	311.05	200	#/100 ml	Annual Average

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	04/29/2024	Coliform, Fecal	265.15	200	#/100 ml	Annual Average
D-001	05/31/2024	Coliform, Fecal	265.17	200	#/100 ml	Annual Average
D-001	06/30/2024	Coliform, Fecal	257.86	200	#/100 ml	Annual Average
D-001	07/31/2024	Coliform, Fecal	237.5	200	#/100 ml	Annual Average

f. Between April 2023 and June 2024 permit limit exceedances occurred for Enterococci as shown in Table 12, below:

Table 12: Enterococci Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	4/30/2023	Enterococci	428.53	140	#/100 mL	90 th Percentile
D-001	7/31/2023	Enterococci	1887	140	#/100 mL	90 th Percentile
D-001	8/31/2023	Enterococci	1456	140	#/100 mL	90 th Percentile
D-001	10/31/2023	Enterococci	2400	140	#/100 mL	90 th Percentile
D-001	11/30/2024	Enterococci	2400	140	#/100 mL	90 th Percentile
D-001	12/31/2024	Enterococci	1683	140	#/100 mL	90 th Percentile
D-001	01/31/2024	Enterococci	1683	140	#/100 mL	90 th Percentile
D-001	03/30/2023	Enterococci	359	140	#/100 mL	90 th Percentile
	01/31/2024					
D-001	5/31/2021	Enterococci	163	40	#/100 mL	Monthly Geometric Mean
D-001	7/31/2023	Enterococci	208.1	35	#/100 mL	Monthly Geometric Mean
D-001	10/31/2023	Enterococci	545.74	35	#/100 mL	Monthly Geometric Mean

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	11/30/2023	Enterococci	342.893	35	#/100 mL	Monthly Geometric Mean
D-001	12/31/2023	Enterococci	39.36	35	#/100 mL	Monthly Geometric Mean
D-001	1/31/2024	Enterococci	39.4	35	#/100 mL	Monthly Geometric Mean

g. Between May 2021 and November 2024 permit limit exceedances occurred for Chlorine as shown in Table 13, below:

Table 13: Chlorine Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	5/31/2021	Chlorine, Total Residual	0.3	0.5	mg/L	Maximum
D-001	11/30/2023	Chlorine, Total Residual	14.3	0.01	mg/L	Maximum

h. Between July 2023 and January 2024 permit limit exceedances occurred for Dissolved Oxygen as shown in Table 14, below:

Table 14: Dissolved Oxygen Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	7/31/2023	Oxygen, Dissolved (DO)	1.26	4	mg/L	Minimum
D-001	8/31/2023	Oxygen, Dissolved (DO)	1.61	4	mg/L	Minimum
D-001	9/30/2023	Oxygen, Dissolved (DO)	3.82	4	mg/L	Minimum

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	11/30/2023	Oxygen, Dissolved (DO)	0.01	4	mg/L	Minimum
D-001	01/31/2024	Oxygen, Dissolved (DO)	2.3	4	mg/L	Minimum

i. Between June 2023 and September 2024 permit limit exceedances occurred for Total Suspended Solids as shown in Table 15, below:

Table 15: Total Suspended Solids Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	6/30/2023	Solids, Total Suspended	63.8	45	mg/L	Weekly Average
D-001	7/31/2023	Solids, Total Suspended	136.3	45	mg/L	Weekly Average
D-001	8/31/2023	Solids, Total Suspended	87.8	45	mg/L	Weekly Average
D-001	10/31/2023	Solids, Total Suspended	46.08	45	mg/L	Weekly Average
D-001	11/30/2023	Solids, Total Suspended	51.1	45	mg/L	Weekly Average
D-001	12/31/2023	Solids, Total Suspended	47.25	45	mg/L	Weekly Average
D-001	01/31/2024	Solids, Total Suspended	54.25	45	mg/L	Weekly Average
D-001	6/30/2023	Solids, Total Suspended	63.8	30	mg/L	Monthly Average
D-001	7/31/2023	Solids, Total Suspended	136.3	30	mg/L	Monthly Average
D-001	8/31/2023	Solids, Total Suspended	420.4	30	mg/L	Monthly Average
D-001	9/30/2023	Solids, Total Suspended	43	30	mg/L	Monthly Average
D-001	10/31/2023	Solids, Total Suspended	46.08	30	mg/L	Monthly Average
D-001	11/30/2023	Solids, Total Suspended	51.5	30	mg/L	Monthly Average
D-001	12/31/2023	Solids, Total Suspended	47.25	30	mg/L	Monthly Average

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	01/31/2024	Solids, Total Suspended	54.25	30	mg/L	Monthly Average
D-001	6/30/2023	Solids, Total Suspended	233	60	mg/L	Maximum
D-001	7/31/2023	Solids, Total Suspended	208	60	mg/L	Maximum
D-001	8/31/2023	Solids, Total Suspended	250	60	mg/L	Maximum
D-001	9/30/2023	Solids, Total Suspended	81	60	mg/L	Maximum
D-001	10/31/2023	Solids, Total Suspended	112	60	mg/L	Maximum
D-001	11/30/2023	Solids, Total Suspended	72	60	mg/L	Maximum
D-001	12/31/2023	Solids, Total Suspended	61	60	mg/L	Maximum
D-001	01/31/2024	Solids, Total Suspended	77	60	mg/L	Maximum
D-001	01/31/2024	Solids, Total Suspended	68	60	mg/L	Maximum
D-001	7/31/2023	Solids, Total Suspended	24.49	20	mg/L	Annual Average
D-001	8/31/2023	Solids, Total Suspended	59.35	20	mg/L	Annual Average
D-001	9/30/2023	Solids, Total Suspended	63.09	20	mg/L	Annual Average
D-001	10/31/2023	Solids, Total Suspended	65.31	20	mg/L	Annual Average
D-001	11/30/2023	Solids, Total Suspended	51.5	20	mg/L	Annual Average
D-001	12/31/2023	Solids, Total Suspended	47.25	20	mg/L	Annual Average
D-001	7/31/2024	Solids, Total Suspended	20.2	20	mg/L	Annual Average
D-001	8/31/2024	Solids, Total Suspended	23.51	20	mg/L	Annual Average
D-001	9/30/2024	Solids, Total Suspended	29.82	20	mg/L	Annual Average

j. Between September 2023 and January 2024 permit limit exceedances occurred for Solids, Total Suspended, % Removal as shown in Table 16, below:

Table 16: Total Suspended Solids Percent Removal Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	9/30/2023	Solids, Total Suspended, % Removal	59.92	85	mg/L	Mon. Avg. Min.
D-001	10/31/2023	Solids, Total Suspended, % Removal	75.63	85	mg/L	Mon. Avg. Min.
D-001	11/31/2023	Solids, Total Suspended, % Removal	49.09	85	mg/L	Mon. Avg. Min.
D-001	12/31/2023	Solids, Total Suspended, % Removal	75.02	85	mg/L	Mon. Avg. Min.
D-001	01/31/2024	Solids, Total Suspended, % Removal	71	85	mg/L	Mon. Avg. Min.

k. On September 2023 and January 2024 permit limit exceedances occurred for Copper, Total Recoverable and Flow as shown in Table 17, below:

Table 17: Copper and Flow Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001	9/30/2023	Copper, Total Recoverable	47	16	mg/L	Maximum
D-001	01/31/2024	Flow	0.902	0.9	mg/L	Annual Average

l. Between May 2022 and July 2023 permit limit exceedances occurred for Toxicity as shown in Table 18, below.

Table 18: Toxicity Permit Limit Exceedances

Monitoring Group	Date	Description	Result	Limit	Units	Statistical Base
D-001 (P)	9/30/2022	IC25 Statre 7day Chr Mendia	37.05	100	Percent	Minimum
D-001 (R)	7/31/2023	IC25 Statre 7day Chr Mendia	64.23	100	Percent	Minimum
D-001 (Q)	7/31/2023	IC25 Statre 7day Chr Mendia	64.23	100	Percent	Minimum
D-001 (P)	7/31/2023	IC25 Statre 7day Chr Mendia	64.23	100	Percent	Minimum
D-001 (P)	5/31/2022	IC25 Statre 7day Chr Mysid Bahia	44.47	100	Percent	Minimum
D-001 (P)	9/30/2022	IC25 Statre 7day Chr Mysid Bahia	74.17	100	Percent	Minimum
D-001 (R)	7/31/2023	IC25 Statre 7day Chr Mysid Bahia	51.26	100	Percent	Minimum
D-001 (Q)	7/31/2023	IC25 Statre 7day Chr Mysid Bahia	51.26	100	Percent	Minimum
D-001 (P)	7/31/2023	IC25 Statre 7day Chr Mysid Bahia	51.26	100	Percent	Minimum

m. Whole Effluent Toxicity (WET) has been an issue since September 2022. Facility failed toxicity in September 2022. No toxicity reports were submitted as required by permit. The Department was not notified of any failures nor were toxicity follow-up tests conducted. There was no toxicity testing conducted in the first half of 2023. In July 2023, the same issues as noted above occurred. A toxicity Plan for Correction has been submitted to the Department and was approved.

n. The facility has currently been under upgrades and improvements since 2021. The Public Works Director is routinely submitting updates on the progress of the

wastewater treatment facility (WWTF) operation. Since 2023, the WWTF is making major treatment and operation improvements to function as permitted.

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

ORDERED:

7. Respondent shall comply with the following corrective actions within the stated time periods:

a) Respondent shall continue to follow the compliance plan (Plan) schedule referenced in paragraph 4.a and 6.m. Prior to investing considerable capital in upgrading the facility, the city has pursued acquisition of its utility and will investigate a wholesale treatment agreement with neighboring utilities. The city will report on the status of these efforts in its quarterly reports to the Department required in paragraph 10.

b) The Plan shall detail the steps necessary to achieve compliance. The Plan may involve modifications to the Facility, modifications to the treatment processes, or reductions in the amounts of contaminants entering the facility. The Plan shall be prepared and sealed by a professional engineer (Engineer) registered in the State of Florida and shall include a time schedule with well defined, critical intermediate milestone dates, by which compliance shall be achieved. The Respondent must receive written notification of review and acceptance of the Plan from the Department (Notification) prior to implementation. If the Plan is deemed incomplete by the Department, or if the Department Requests Further Information (RFI), the Respondent shall provide this information in a written response within thirty (30) days of the date of the RFI. Any revisions to the currently permitted Facility or collection system, including treatment and/or modification of the Facility necessary to return the Facility to compliance, are subject to Department approval, and may be accomplished only by the Department's reopening and modifying the permit pursuant to Part IX of the Permit.

c) The Plan shall be implemented within thirty (30) days of the date of Notification, or the timeframe included within the accepted Plan.

8. Respondent is authorized under this Order to reduce operational staffing the permit renewal is issued to the following:

a) The minimum staffing requirement at the wastewater treatment facility shall be a Class C or higher operator **8 hours/day for 5 days per week and 2 hours/day on weekend day** with a condition that the reclaimed water shall not be conveyed to the slow-rate public access reuse system R-001 during weekend. *That is, during the weekend ALL reclaimed water shall be conveyed to the Outfall D-001 for surface water discharge. Under no circumstances, and at no time when an operator is not present, shall reclaimed water be conveyed to the Part III public access reuse system, R-001. Weekend means from the time the operator leaves the facility on Friday until the operator returns on Monday.* The lead operator must be a Class B operator or higher.

9. Respondent shall comply with the following interim discharge limitations in tables 19 and 20 below, and all other requirements set forth in the Facility's Permit. These interim limits are valid until July 28, 2026. If it is determined that significant capital or a wholesale utility agreement is required to meet the permit limits and the timeframe required for completion will extend past July 28, 2026, Respondent shall request an amendment to the Consent Order by April 28, 2026.

Table 19: Nutrient Loading Interim Limits at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Total Nitrogen	lb/yr	55,000	Monthly	Calculated	Annual Total
Total Phosphorous	lb/yr	6,200	Monthly	Calculated	Annual Total

Table 20: – Interim Limits at D-001

Parameter	Units	Maximum	Monitoring Frequency	Sample Type	Statistical Basis
Enterococci	#/100 mL	Report	Weekly	Grab	Monthly Geometric Mean
Enterococci	#/100 mL	Report	Weekly	Grab	90 th Percentile
Coliform, Fecal	#/100 mL	Report	Weekly	Grab	Maximum

Coliform, Fecal	#/100 mL	Report	Weekly	Grab	Monthly Geometric Mean
Coliform, Fecal	#/100 mL	Report	Weekly	Grab	Annual Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Annual Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Weekly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Monthly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Report	Weekly	24-hr FPC	Maximum
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Annual Average
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Weekly Average
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Monthly Average
Solids, Total Suspended	mg/L	Report	Weekly	24-hr FPC	Maximum

a) Tests conducted pursuant to this monitoring program shall conform to 62-600, Fla. Admin. Code.

b) These monitoring requirements do not act as State of Florida Department of Environmental Protection Wastewater Permit effluent limitations, nor do they

authorize or otherwise justify violation of the Florida Air and Water Pollution Control Act ("Act"), Part I, Chapter 403, Fla. Stat., during the pendency of this Order.

c) Respondent shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <http://www.fldepportal.com/go/> , unless the permittee has a waiver from the Department in accordance with 40 CFR 127.15. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation.

10. **Every calendar quarter after the effective date of this Amended Consent Order**, and continuing until all corrective actions have been completed, Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Amended Consent Order, information as to compliance or noncompliance with the applicable requirements of this Amended Consent Order including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work to be performed pursuant to this Amended Consent Order during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter (e.g. January 30th, April 30th, July 30th, October 30th).

11. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by Paragraphs 7 through 10 by July 28, 2026, and be in full compliance with Title 62, Fla. Admin. Code.

12. Within 60 days of the effective date of this Order, Respondent shall pay the Department \$23,750.00 in settlement of the regulatory matters addressed in this Order. This amount includes \$18,000.00 for civil penalties, \$5,000 for stipulated penalties required by the 1st amended consent order, and \$750.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Order. The civil penalty in this case includes four violations that each warrant a penalty of \$2,000.00 or more.

13. Respondent agrees to pay the Department stipulated penalties in the amount of \$500.00 per day for each and every day Respondent fails to timely comply with any of the

requirements of Paragraphs 7 through 10 of this Amended Consent Order. The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in Paragraph 14. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Amended Consent Order.

14. Respondent shall make all payments required by this Order by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Order and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at:

<http://www.fldepportal.com/go/pay/>. It will take a number of days after this order is final, effective and filed with the Clerk of the Department before ability to make online payment is available.

15. Except as otherwise provided, all submittals and payments required by this Order shall be sent to Department of Environmental Protection, Northeast District office located at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

16. In lieu of making cash payment of \$18,000.00 in civil penalties and \$5,000 in stipulated penalties as set forth in Paragraph 12 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$34,500.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Consent Order. Notwithstanding the election to implement an in-kind project, payment of the remaining \$750.00 in costs must be paid within 30 days of the effective date of the Consent Order.

17. In lieu of making cash payment for the Stipulated Penalties as set forth in Paragraph 13 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days upon receipt of the Stipulated Penalties Letter issued to the Respondent.

a) If Respondent elects to implement an in-kind project as provided in Paragraph 12 and/or Paragraph 13, then Respondent shall comply with all of the requirements and time frames in **Exhibit A** entitled "In-Kind Projects."

18. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Order and the rules and statutes administered by the Department.

19. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Order have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Order with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Order.

20. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Order, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other

agent (collectively referred to as “contractor”) to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

21. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Order, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Order. This waiver is conditioned upon Respondent’s complete compliance with all of the terms of this Order.

22. This Order is a settlement of the Department’s civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Order is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Order does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

23. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Order.

24. Respondent is fully aware that a violation of the terms of this Order may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

25. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Order. Respondent also acknowledges and waives its right to appeal the terms of this Order pursuant to section 120.68, F.S.

26. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Order will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

27. The terms and conditions set forth in this Order may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Order constitutes a violation of section 403.161(1)(b), F.S.

28. This Amended Consent Order is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Consent Order will not be effective until further order of the Department.

29. Respondent shall publish the following notice in a newspaper of daily circulation in Duval County, Florida. The notice shall be published one time only within 30 days of the effective date of the Amended Consent Order. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF AMENDED CONSENT ORDER

The Department of Environmental Protection ("Department") gives notice of agency action of entering into an Amended Consent Order with CITY OF NEPTUNE BEACH pursuant to Section 120.57(4), Florida Statutes. The Amended Consent Order addresses the effluent violations of the wastewater treatment facility permit, at Neptune Beach WWTF. The Amended Consent Order is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District office, located at 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

Persons who are not parties to this Amended Consent Order, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Amended Consent Order means that the Department's final action may be different from the position it has taken in the Amended Consent Order.

The petition for administrative hearing must contain all of the following information:

- a) The name and address of each agency affected and each agency's file or identification number, if known;
- b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- c) A statement of when and how the petitioner received notice of the agency decision;
- d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;
- f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the

alleged facts relate to the specific rules or statutes; and

- g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at 8800 Baymeadows Way West, Suite 100, Jacksonville, FL 32256. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes. Before the deadline for filing a petition, a person whose substantial interests are affected by this Consent Order may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

30. Rules referenced in this Order are available at <http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

Corrine A. Bylund
Mayor
City of Neptune Beach

Date

DONE AND ORDERED this # day of Month, 2025, in Duval, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Gregory J. Strong
District Director
Northeast District

TK
Filed, on this date, pursuant to section 120.52, F.S., with the designated Department Clerk,
receipt of which is hereby acknowledged.

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk, Mail Station 35 (executed copy only)
FDEP NED: Joni Petry, Herndon Sims, Conor Lucey, Sarah Harris
FDEP DWRM: WCAPHQ@dep.state.fl.us (executed copy only)

Exhibit A

In-Kind Projects

I. Introduction

An in-kind project

- a. Within sixty (60) days of the effective date of this Consent Order, Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.
- b. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within fifteen (15) days of receipts of written notice.
- c. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all of the matters at issue and submit, by certified mail, a new proposal within thirty (30) days of receipt of written notice. In the event that the revised proposal is not approved

by the Department, Respondent shall make cash payment of the civil penalties as set forth above, within thirty (30) days of Department notice.

d. Within 120 days of the effective date of this Consent Order, Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Consent Order, then Respondent shall make cash payment of the civil penalties as set forth above, within thirty (30) days of Department notice.

e. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph (a) above, Respondent shall complete the entire in-kind project.

f. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

g. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within thirty (30) days of Department notice. If the in-kind penalty project is

terminated and Respondent timely remits the \$23,000.00 penalty, no additional penalties shall be assessed under paragraph 12 for failure to complete the requirement of this paragraph.

h. Within fifteen (15) days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

i. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all of the matters at issue and submit, by certified mail, a new notification of completion within fifteen (15) days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within thirty (30) days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$23,000.00, no additional penalties shall be assessed under paragraph 12 for failure to complete the requirements of this paragraph.



**Special Meeting
Agenda Item #3D
Senior Center**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	ACON Piggyback Agreement
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	March 17, 2025
BACKGROUND:	The City of Jacksonville awarded a bid solicitation through Request for Qualifications #CDB-0112-21 to ACON which was in compliance with the procurement laws of the State of Florida. The City of Neptune Beach may piggyback the COJ contract. The services of ACON are needed by the City of Neptune Beach to perform certain repair / construction for the City's Senior Activity Center. The first phase of the work involves "teardown" so that ACON and its design professionals can adequately assess the scope of work to prepare a design build contract. The scope of work for the "teardown" services is attached to the piggyback agreement and costs \$35,310. The design build agreement will be presented at a future Council meeting as an amendment to the piggyback agreement. Also, financial activity for the Senior Center is included.
RECOMMENDATION:	For Council's Consideration
ATTACHMENT(S):	Senior Center Financial Activity Piggyback Agreement with Exhibit "A"

Sr. Activity Center

Financial Activity

INCOME STATEMENTS

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25	Total
Income						
Intergovernmental	18,970.00	83,607.00	39,053.16	59,464.66	25,022.38	226,117.20
Charges for Fees	5,035.00	4,311.00	23,609.00	36,445.00	15,601.60	85,001.60
Others	-	-	-	-	17,026.75	
Miscellaneous	75,685.00	106,418.00	183,564.36	100,263.35	10,590.57	476,521.28
Total Income	\$ 99,690.00	\$ 194,336.00	\$ 246,226.52	\$ 196,173.01	\$ 68,241.30	\$ 804,666.83
Expenditures						
Culture & Recreation	105,545.00	96,433.00	139,004.76	168,632.51	39,355.61	548,970.88
CIP	3,029.00	-	-	-	-	3,029.00
Total Expenditure	\$ 108,574.00	\$ 96,433.00	\$ 139,004.76	\$ 168,632.51	\$ 39,355.61	\$ 551,999.88
Surplus/Deficit	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69	252,666.95
Beg Fund Bal	78,224.00	69,340.00	167,243.00	274,464.76	302,005.26	78,224.00
Ending Fund Balance	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95	330,890.95

BALANCE SHEET

	2020-21	2021-22	2022-23	2023-24	YTD 2024-25
Assets					
Equity in Pooled Cash	\$ 68,683.00	\$ 169,642.00	\$ 287,050.11	\$ 328,534.26	\$ 339,259.76
Due from Other Governments	1,085.00	1,085.00	1,110.99	1,110.99	1,110.99
Due from Other Funds	-	-	-	-	-
Total Assets	\$ 69,768.00	\$ 170,727.00	\$ 288,161.10	\$ 329,645.25	\$ 340,370.75
Liabilities					
AP and Other Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81
Due to Other Funds	-	-	-	-	-
Total Liabilities	48.00	3,510.00	13,696.41	26,529.00	8,368.81
Total Revenues	99,690.00	194,336.00	246,226.52	196,173.01	68,241.30
Total Expenditures	108,574.00	96,433.00	139,004.76	168,632.51	39,355.61
Surplus/(Deficit)	(8,884.00)	97,903.00	107,221.76	27,540.50	28,885.69
Equity and Current Surplus	\$ 78,224.00	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26
Fund Balance-End of Year	\$ 69,340.00	\$ 167,243.00	\$ 274,464.76	\$ 302,005.26	\$ 330,890.95

NOTES

- Original Contract \$406,050. (\$400,000 plus change order\$6,050)
 - Funded from Fund 109-Better Jax ½ Cent Sales Tax.
- Cost/Capitalization:

\$ 406,050.00

306,050.00

46,072.67

30,108.00

434,411.04

\$ 1,222,691.71

- Additional funding from fund 109-Better Jax ½ Cent Sales Tax = \$ 149,630.
- Funded by General Fund = \$667,012.
- Annual Depreciation Expense = \$61,135.

CITY OF NEPTUNE BEACH
AGREEMENT TO PIGGYBACK SERVICES

THIS AGREEMENT TO PIGGYBACK SERVICES is made and entered into this _____ day of _____, 2025, by and between the **CITY OF NEPTUNE BEACH**, a Florida municipality, hereinafter referred to as the (“City”), and **ACON CONSTRUCTION COMPANY, INC.**, (“Contractor”), concerning that certain contract with **CITY OF JACKSONVILLE**, (“COJ”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, The City of Jacksonville awarded a bid solicitation through Request for Qualifications #CDB-0112-21 to Contractor based on the terms of a competitively bid contract in compliance with the procurement laws of the State of Florida (“COJ Contract”), a copy of which is retained on file with City Clerk, along with a complete set of the associated procurement documents; and

WHEREAS, the services, products and equipment provided by Contractor are needed by the City of Neptune Beach to perform certain design and build services for the City’s Senior Activity Center located at 2004 Forest Avenue, Neptune Beach, Florida 32266 (“Senior Center”);

therefore, the City desires to enter into an agreement with the Contractor pursuant to the same terms of the COJ Contract except as amended herein; and

WHEREAS, the COJ Contract was competitively bid with procedural guarantees of fairness and competitiveness substantially equivalent to those of the City of Neptune Beach; 2) The City of Neptune Beach and Contractor authorize the “piggyback” on the competitive pricing of their Contract; and 3) it is in the best interest of the residents of the City of Neptune Beach to enter into an agreement with Contractor containing similar terms and conditions as contained in the COJ Contract.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Incorporation by Reference. The foregoing WHEREAS clauses and the COJ Contract are incorporated by reference herein.

2. Amendments. The COJ Contract is hereby amended by the terms of this Agreement. All non-conflicting terms and conditions of the COJ Contract are incorporated herein and made a part hereof. In the event of a conflict between the terms of the COJ Contract and terms of this Agreement, the terms of this Agreement shall prevail. The City of Neptune Beach and its equivalent staff and address shall be substituted for the COJ and its staff and addresses, as may be required in the awarded COJ Contract. Said substitutions shall include but may not be limited to any insurance provisions, notice requirements, terms of performance and payment of work, venue, indemnifications and all other statutorily and contractually required obligations of the Parties.

3. Scope(s) of Work

(a) Preliminary Inspection. To adequately provide a quotation for the work required to complete the repairs to the Senior Center, the Contractor shall perform a preliminary inspection which requires “teardown” of portions of the existing structure and an examination by a design professional and the Contractor. The preliminary inspection shall be in accordance with terms and conditions contained in the scope of services provided in **Exhibit “A”** which is attached hereto and made a part hereof. The results of the preliminary inspection shall be used to prepare a design build contract as described herein. The City shall pay Contractor for the preliminary inspection in accordance with the terms of the scope of services contained in **Exhibit “A”**. Upon payment, the results of the preliminary inspection shall be the property of the City.

(b) Design Build Contract. A condition precedent to performing any repairs to the Senior Center shall be the approval of a design build contract by the City Council, which shall be in the form of an amendment to this Agreement. The design build contract shall consist of a proposal of work including design services, along with a schedule of values, materials, costs (at a gross maximum price) and project timeline. The City Council may approve, approve with conditions or deny the design build contract. This Agreement shall become null and void upon denial of

the Contractor's proposed design build contract. Once approved, the Amendment shall be binding upon the Parties.

4. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF EITHER PARTY TO THIS CONTRACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THAT PARTY SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CATHERINE PONSON, CITY CLERK
(904) 270-2400
CLERK@NBFL.US
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

5. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless 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 the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Duval County Circuit Court on an expedited basis to enforce the requirements of this section.

6. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Brevard County Contract shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by COJ in the COJ Contract in derogation hereof shall be void and of no force or effect.

7. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

8. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

9. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida

Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

10. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

11. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or

7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

12. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Duval County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

13. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

14. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. This agreement may be signed in counterparts and electronic copies and signatures shall be deemed as if originals.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing paragraph 11 "No coercion for labor or services" and that the facts stated in it are true.

THE CITY OF NEPTUNE BEACH:

By:

Chairwoman Cori Bylund, Mayor of the City of Neptune Beach

Attested By:

City Clerk

ACON CONSTRUCTION COMPANY, INC.:

Signature:

Print Name: Frank Anderson

Print Title: VP

STATE OF Florida

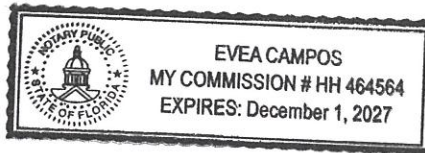
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2025, by Frank Anderson of ACON Construction a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Evea Campos

Signature of Notary Public - State of Florida
Evea Campos

Printed/Typed/Stamped Name of Notary



Approved as to Legal Form and Content by:

Paul Ruiz

Vose Law Firm, City Attorney

ACON Construction Co., Inc. ▲▼▲▼▲▼▲▼▲▼▲▼▲▼

3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

Mar 12, 2025

City of Jacksonville
Department of Public Works
Engineering and Construction Management
214 N. Hogan Street
Jacksonville, FL 32202

Attention: Deryle Calhoun

Reference: Neptune Beach Senior Center Exterior Repairs
DB Contract #71629—22 "Piggyback"

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to provide for detailed investigation of the structural conditions of the senior center and to develop details for waterproofing the structure in the next phase. ACON will expand on the Maxwell Engineers report provided by the city. Specifically, ACON will expose added structural members at various exterior wall conditions and will cover those after inspection by our Structural Engineer. In addition, we will accompany the engineer in assessing the "building to pier" locations to ensure the excessive water intrusion has not damaged that very important building system component. The structural engineer will also assess the weight of the roof-over to ensure building structural integrity is maintained. After this inspection, ACON and its design team will present a report of findings to the city with a plan to provide options for moving forward to another phase. The goal is to substantiate the Maxwell Report and provide the plan to waterproof the building. Should minor structural issues be discovered, the proposed plan will include those repairs...should major repairs be needed, the next steps will be discussed. We will negotiate a proposal to be submitted for the next phase once the inspection is complete, report provided, and plans developed.

Our Guaranteed Maximum Price (GMP) for this of the project as stated is \$35,310.00.

The Guaranteed Completion Date (GCD) will be 60 days from Notice to Proceed (NTP).

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,



Frank Anderson
CM and VP Operations

ACON Construction Company DB Contract 71629-22 "Piggyback"					
Neptune Beach Senior Center Exterior Repairs Proposal			DATE: 3/12/25		
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL COST
	Project Management	Hrs	20	\$110.00	\$2,200.00
	Supervision	Hrs	24	\$75.00	\$1,800.00
	Administration	Hrs	8	\$75.00	\$600.00
	Architect Fees for Plans and Report plus Structural Engineer Assessment	LS	1	\$17,500.00	\$17,500.00
	Allowance for selective demolition to expose structural members for engineer assessment...includes temp dry-in after inspection	LS	1	\$7,500.00	\$7,500.00
	Contingency per Base Contract	LS	1	\$2,500.00	\$2,500.00
	Subtotal				\$32,100.00
	DB Fee 10%	LS	1	\$3,210.00	\$3,210.00
			TOTAL		\$35,310.00

\$ 17,500⁰⁰

EXHIBIT "A"

V.R.L.

Architects, Inc.
License #AAC001735

Stephen F. Lazar, AIA, LEED®AP

10609 Old St. Augustine Road
Jacksonville, Florida 32257

904-723-3895

10 Mar 2025

ACON Construction Company, Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

Atten: Frank Anderson, Vice President, Operations

Re: Water Intrusion Repair for the City of Neptune Beach Senior Center

Frank:

After visiting the site for the above captioned project, and reviewing related documents, VRL Architects will consult with ACON to address roof and exterior wall leaks as defined in the report of Limited Visual Water Intrusion Assessment prepared 5 December 2024 by Maxwell Engineers, Inc., Coral Gables. We will approach this work in two phases.

Phase I

Initial inspection and evaluation study:

VRL Architects will coordinate with ACON staff and the structural engineer, Jude

* Kostage, P.E. to confirm structural issues, eg.: the foundation structure, which were not identified within the Visual Water Intrusion Assessment. *This structural work will include analysis to ensure roof-over weight is tolerable for the building as well as visual evaluation by engineers.*

Phase II

VRL will prepare permit drawings to correct existing construction/design deficiencies as identified in the Water Intrusion Assessment and additional investigations. The Scope of Work incorporating the re-roofing proposal of Alpha House Construction, Inc. will be confirmed in Phase II.

Compensation:

Phase I Lump sum fee

Phase II fee will be determined by Scope of Work confirmation.

* ACON will carry A \$7,500⁰⁰
allowance under contract for this work
\$10,000.00
7,500.00
\$17,500.00

If this proposal is acceptable, please return a signed copy to this office.

Sincerely,
VRL Architects, Inc.



Stephen F. Lazar, Architect

Accepted for ACON Construction Company Co. Inc.



**Special Meeting
Agenda Item #4A
Ord. No. 2025-04
Finance and Auditor
Selection Committee**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Ordinance 2025-04(Second Reading) AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 4. FINANCE AND AUDITOR SELECTION COMMITTEE; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.
SUBMITTED BY:	Paul Waters, City Attorney
DATE:	March 17, 2025
BACKGROUND:	Ordinance 2025-04 creates a Finance and Auditor Selection Committee to perform statutory duties as required by Section 218.391, Florida Statutes to establish specific auditor firm selection processes and procedures. The Finance and Auditor Selection Committee will also review and make recommendations regarding non-pension investment, debt or asset management strategies; recommend guidelines regarding the City's debt, investment and other financial management policies; and, consider financial matters, including appropriations; budgets; budgetary transfers; financial reporting, bonds; fiscal and investment policies. During the First Reading on March 3, 2025, the Council requested that any repetitious or unnecessary language be removed prior to second reading. Attached is the guidance from the Auditor General that provides information for the requirements established by section 218.39, F.S. and references to nonmandatory guidance for committees with oversight responsibilities. Basically, the manual goes in detail on the items on the proposed Ordinance 2025-03. Section 2-489 (2) covers the nonmandatory portion of the recommendations. Also, Attached is Executive Order 25-44 dated February 24, 2025. The EO creates Florida's Department of Government Efficiency, which is modeled after President Trump's DOGE. One of the primary purposes of EO-25-44 is to eliminate financial waste and promote fiscal responsibility among municipalities. Failing to be fiscally responsible places the City in jeopardy of receiving State and Federal grant monies. Therefore, it is recommended that the language of Ordinance 2025-04 remain as-is, or as broad as possible to demonstrate that the City is attempting to comply with EO 25-44.

RECOMMENDATION:	The Council should approve and conduct the second reading of Ordinance 2025-04.
ATTACHMENT(S):	Ordinance 2025-04 Executive Order 25-44 Guidance Manual from Florida Auditor General

SPONSORED BY:

MAYOR CORRINE BYLUND



ORDINANCE NO. 2025-04

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA, AMENDING CHAPTER 2. ADMINISTRATION, ARTICLE VII. BOARDS AND COMMISSIONS BY CREATING DIVISION 4. FINANCE AND AUDITOR SELECTION COMMITTEE; PROVIDING CODIFICATION, CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2, Article VII of the City of Neptune Beach's Code of Ordinances establishes Boards and Commissions; and

WHEREAS, it is the Intent of this Ordinance to create a Finance and Auditor Selection Committee to perform statutory duties as required by Section 218.391, Florida Statutes to establish specific auditor firm selection processes and procedures; and

WHEREAS, it is also the Intent of this Ordinance to create a Finance and Auditor Selection Committee to review and make recommendations regarding non-pension investment, debt or asset management strategies; recommend guidelines regarding the City's debt, investment and other financial management policies; and, consider financial matters, including appropriations; budgets; budgetary transfers; financial reporting, bonds; fiscal and investment policies; and,

WHEREAS, the Finance and Audit Committee shall be a special committee formed by members appointed by the Mayor and approved by the City Council and shall be advisory in nature.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL ON BEHALF OF THE PEOPLE OF THE CITY OF NEPTUNE BEACH, FLORIDA that:

SECTION 1. Chapter 2., Article VII of the Code of Ordinances, City of Neptune Beach, Florida is hereby amended to read as follows: (~~striketrough~~ text shall mean deletions and underlined / highlighted text shall mean additions):

ARTICLE VII. BOARDS AND COMMISSIONS AND COMMITTEES

DIVISION 1. GENERALLY

Sec. 2-411. Boards, and commissions and committees subject to certain laws.

Each board, and commission and committee is subject to the provisions of F.S. Chs. Chapters 119, 112 and 286, Florida Statutes (the Public Records Law, Code of Ethics for

Public Officers and Employees and the Government in the Sunshine Law, respectively.). Each prospective member of a board, ~~or commission~~ or committee of the city shall be provided with a copy or summary of ~~F.S. Chs. F.S. Chs. Chapters~~ 119, 112 and 286, Florida Statutes by the city clerk prior to the prospective member's acceptance of such nomination or appointment. Furthermore, each prospective member shall acknowledge receipt of these documents and shall acknowledge an understanding of the duties and responsibilities of such membership, as imposed by said laws, prior to confirmation of the prospective member by the council. The city clerk shall be designated as custodian of the records of the board, ~~and commission~~ and committee, who shall be responsible for safekeeping and administration according to ~~F.S. Chs. Chapters~~ 119, 112 and 286, Florida Statutes. F.S. Ch. 119.

Sec. 2-412. Presiding officer of a board, ~~or commission~~ or committee.

In the event the chair and vice chair are absent from a meeting of a board, ~~or commission~~ or committee of the city, the members present will select a temporary chair for the duration of the absence of the chair or vice chair if a quorum is present.

DIVISION 4. FINANCE AND AUDITOR SELECTION COMMITTEE

Sec. 2-486. – Established.

A Finance and Auditor Selection Committee for the City of Neptune Beach, Florida, is hereby established as a Special Committee of the City Council to serve as the Auditor Selection Committee as required by Section 218.391, Florida Statutes and to provide other advisory purposes to the City Council and City staff. The Finance and Auditor Committee may be dissolved by a majority vote of City Council at any time, for any reason and members of the Committee serve at the will of the City Council and may be removed with or without cause by a majority vote.

Sec. 2-487. Composition, qualifications and terms of office.

- (a) The Finance and Auditor Selection Committee shall consist of three (3) members, one of whom shall be a member of the governing body , who shall serve as the committee Chair, the other members will be members of the public. All members of the Finance and Audit Committee shall be appointed by the Mayor and confirmed by the City Council. The two members of the public shall have backgrounds in accounting, banking, business, and/or finance.
- (b) The terms of members of the Finance and Auditor Selection Committee shall be for two years. Members may be reappointed by the Mayor for one additional consecutive two-year term.
- (d) All members of the Finance and Auditor Selection Committee shall serve without compensation.

- (e) Whenever vacancies occur, a person qualified shall be appointed by the Mayor and approved by the City Council to fill such vacancies for the unexpired term.
- (f) An employee, a chief executive officer, or a chief financial officer of the City may not serve as a member of the Finance and Auditor Selection Committee; however, they may serve in an advisory capacity.

Sec. 2-488. Meetings.

The Finance and Auditor Selection Committee shall hold at least one meeting per month or any time otherwise deemed necessary by the Finance and Auditor Selection Committee or as directed by the City Council. Meetings of the Finance and Auditor Selection Committee shall be conducted during normal office hours (between the hours of 8:00 a.m. and 5:00 p.m.). Meetings of the Finance and Auditor Selection Committee shall be held in City Hall unless it is necessary to change locations for providing public access and previous notice is properly published. Members of the Finance and Auditor Selection Committee are expected to attend each committee meeting in person. More than three unexcused absences in a rolling twelve-month period shall be grounds for removal for cause. All meetings of the Finance and Auditor Selection Committee shall be publicly noticed and an agenda shall be published at least five days prior to the meeting. The City Clerk or their designee shall record audio of the meetings and shall prepare meeting minutes.

Sec. 2-489. Powers and Duties

1. Primary Purpose. The primary purpose of the Finance and Auditor Selection Committee is to serve as the Auditor Selection Committee as required by Section 218.391, Florida Statutes. The Finance and Auditor Selection Committee shall fully comply with the requirements of Section 281.391, Florida Statutes in addition to its other duties and responsibilities enumerated herein.

- (a) **RFP for Auditor:** In its capacity as the Auditor Selection Committee, the Finance and Auditor Selection Committee shall:
 - i. Establish factors to be used on the Request For Proposal (RFP) for the evaluation of audit services to be provided by an auditing firm.
 - ii. Publicly announce the RFP.
 - iii. Provide interested firms with the RFP.
 - iv. Evaluate proposals provided by qualified firms.
 - v. Rank and recommend in order of preference of no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. If fewer than three (3) firms respond to the RFP, the committee shall recommend such firms as it deemed to be the most qualified.

- (b) **Results of Audit.** The auditors engaging in conducting the annual financial audit shall report the results of the audit directly to the Finance and Audit Committee. The Finance and Audit Selection Committee shall present the results of the audit together with any recommendation, if applicable, to the City Council. The Committee shall:
- i. Review, evaluate, and establish internal controls and adequate management process and make recommendations, as necessary, for improvement.
 - ii. Review the Management letter that is required to be submitted as a part of the audit report.
 - iii. Develop a process for identifying and recommending what may be needed to improve the auditor's performance.
 - iv. The Finance Director and other relevant staff are responsible to implement corrective action related to audit findings, but the Finance and Auditor Selection Committee should be responsible for monitoring management's implementation.

2. Other Powers and Duties. The powers and duties of the Finance and Auditor Selection Committee beyond what are mandated by Section 218.391, Florida Statutes are advisory in nature and any recommendations are subject to final approval of the City Council. In addition to those other duties described herein, the Finance and Auditor Selection Committee may also serve other oversight purposes and the Committee shall at a minimum:

- (a) Review proposals for the issuance of debt by the City and make recommendations concerning those proposals to the City Council;
- (b) Make recommendations to the City Council concerning the appointment and compensation of bond counsel, investment advisors and underwriting firms that may be used by the City, and to oversee the work performed by these individuals and firms on behalf of the City;
- (c) Meet with and request information from City staff, independent auditors and advisors or outside counsel, as necessary to perform the duties of the Finance and Auditor Selection Committee;
- (d) Review proposals relating to the repayment of debt or other long-term financing arrangements by the City;
- (e) Review and make recommendations to the City Council regarding any proposed procurements submitted to the Finance and Auditor Selection Committee by the City's Chief Financial Officer or City Manager;
- (f) Review the effectiveness of the City's various financial policies and strategies and make recommendations as appropriate to the City Council;
- (g) Upon approval of the City Council, the Finance Committee may retain the

services of outside legal counsel, Financial Advisor and an Investment Consultant to assist in the performance of its functions;

- (h) Monitor and ensure financial reporting and compliance;
- (i) Review budget amendments and submit recommendations to the City Council; and,
- (j) Prepare an annual report and recommendations to the City Council as more fully described herein.

Sec. 2-490. Annual Report and Recommendations to the City Council

The Finance and Auditor Selection Committee shall prepare an annual report for submission to the City Council at least 45 days prior to the City Council's adoption of the annual budget. The annual report shall at least contain those items listed in this Section. The City Council may request periodic reports on specific items more frequently than annually including:

- (a) A self-evaluation of its performance of its duties, including its effectiveness and compliance with its responsibilities herein;
- (b) A review and recommended changes to the City's fee schedules;
- (c) A review of the scope and terms of the City's insurance policies and liability coverage;
- (d) Recommendations concerning the level of debt and nature of debt incurred by the City;
- (e) Review the City's proposed annual operating budget as presented by the City's Chief Financial Officer or City Manager for the upcoming fiscal year;
- (f) A report on the City's compliance with its adopted budget during the fiscal year (actual verses estimated budget);
- (g) Review of the City's investments and evaluation of of assets;
- (h) Address risk management areas;
- (i) A review and recommendations regarding the financial policies and procedures of the City;
- (j) Review the financial aspects of major proposed transactions, significant expenditures, new programs and services, as well as proposals to discontinue programs or services and making action recommendations to the City Council; and
- (k) Any other financial matter related to the City that the Finance and Auditor Selection

Committee deems appropriate and necessary for review and presentation to the City Council.

SECTION 2: Codification. The provisions of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of Neptune Beach, Florida* and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word “Ordinance”, or similar words, may be changed to “Section,” “Article”, or other appropriate word; provided, however, that Sections Three, Four, Five, and Six shall not be codified.

SECTION 3. Conflict. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this ordinance are repealed to the extent inconsistent herewith.

SECTION 4. Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal, or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

SECTION 5. Effective Date. This ordinance shall immediately take effect upon second reading and approval.

(SIGNATURE AND ADOPTION PAGE FOLLOWS)

VOTE RESULTS OF FIRST READING:

Mayor Corrine A. Bylund	YES
Vice Mayor Nia Livingston	YES
Councilor Josh Messinger	NO
Councilor Brent Rogers	YES
Councilor Tim Horvath	YES

Passed at First Reading this 3rd day of March 2025.

VOTE RESULTS OF SECOND READING:

Mayor Corrine Bylund	_____
Vice Mayor Nia Livingston	_____
Councilor Josh Messinger	_____
Councilor Brent Rogers	_____
Councilor Tim Horvath	_____

Corrine A. Bylund, Mayor

ATTEST:

Catherine Ponson, City Clerk

Approved as to form and content:



Paul Waters, City Attorney

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 25-44

(Ensuring Government Efficiency)

WHEREAS, state and local governments should be efficient, effective, transparent, and responsive and should be held accountable for achieving these goals; and

WHEREAS, fiscal accountability is necessary to ensure good government and to minimize financial burdens on the taxpayer; and

WHEREAS, all levels of government should continue to work to eliminate unnecessary and inappropriate spending; and

WHEREAS, the State of Florida has a strong record of responsible fiscal management and stewardship; and

WHEREAS, in addition to balancing the budget each year, my Administration has consistently strived toward streamlining government; and

WHEREAS, for example, the Fiscal Year 2024-2025 “Focus on Florida’s Future” Budget saved Florida taxpayers \$3.5 billion; and

WHEREAS, Florida has paid down 41% of the State’s total historic tax-supported debt since 2019; and

WHEREAS, Florida’s debt per capita is estimated to have decreased by 54% from \$1,457 in Fiscal Year 2010-2011 to \$664 in Fiscal Year 2023-2024; and

WHEREAS, the State has maintained a triple-A credit rating, has one of the lowest tax burdens in the country, and has increased rainy-day reserves by over \$9.4 billion; and

WHEREAS, my Administration's proposed Fiscal Year 2025-2026 "Focus on Fiscal Responsibility" Budget will lower spending even further, saving Florida taxpayers \$3 billion compared to the current year budget; and

WHEREAS, the proposed Fiscal Year 2025-2026 budget eliminates over 740 state government positions, recommends \$2.2 billion in tax relief, and requires a thorough review of federal grant funding received and expended in the State; and

WHEREAS, Florida has the lowest ratio of state government workers to population; and

WHEREAS, because of Florida's low regulatory footprint, Florida has consistently been ranked one of the top states in which to conduct business; and

WHEREAS, notwithstanding Florida's history of prudent fiscal management relative to many states in the country, the State should nevertheless endeavor to explore opportunities for even better stewardship of state and local resources; and

WHEREAS, for example, the Trump Administration has created the Department of Government Efficiency ("DOGE") to employ innovative technology to identify and eliminate unnecessary and oftentimes frivolous spending, to maximize governmental efficiency and productivity, and to reform the federal workforce; and

WHEREAS, the State of Florida should leverage cutting edge technology to identify further spending reductions and reforms in state agencies, university bureaucracies, and local governments that have increased their spending, to include identifying and returning unnecessary federal grant funding.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

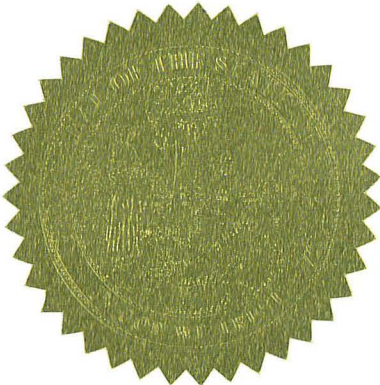
Section 1. There shall be established within the Office of Policy and Budget in the Executive Office of the Governor (EOG) an EOG DOGE Team. The EOG DOGE Team shall be responsible for (1) ensuring compliance with this Executive Order; (2) using publicly available information to identify and report unnecessary spending within county and municipal governments; (3) coordinating with the Board of Governors of the State University System of Florida and the State Board of Education to identify and eliminate unnecessary spending, programs, courses, staff, and any other inefficiencies within the State University System and the Florida College System; and (4) recommending legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government. The EOG DOGE Team shall report any legislative recommendations to the Governor, the Chief Financial Officer, the President of the Senate, and the Speaker of the House of Representatives no later than September 30, 2025.

Section 2. Each state agency shall establish an Agency DOGE Team that shall be responsible for (1) utilizing advanced technology, such as artificial intelligence, as part of ongoing efforts to identify and eliminate unnecessary spending, programs, or contracts within the agency; (2) identifying any pending or funded federal grant awards that are inconsistent with the policies of this State and should be returned to the American taxpayer in furtherance of the President's DOGE efforts; and (3) recommending administrative or legislative reforms to promote efficiency, maximize productivity, and eliminate waste in state and local government, including recommendations to leverage modern technology and to eliminate the duplication of services, reduce fees, and cut overhead. Each Agency DOGE Team shall report its progress on the foregoing responsibilities to the EOG DOGE Team on a monthly basis until this Executive Order expires.

Section 3. The Board of Governors of the State University System of Florida and the State Board of Education shall collaborate with the EOG DOGE Team to identify and eliminate unnecessary spending, programs, courses, staff, and any other inefficiencies within the State University System and the Florida College System.

Section 4. This Executive Order shall be implemented in accordance with state and federal law and with existing staff and funding. To the maximum extent possible, agencies should employ the most innovative technology feasible to carry out the responsibilities assigned in this Executive Order.

Section 5. This Executive Order is effective immediately and shall expire on March 31, 2026.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 24th day of February, 2025.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2025 FEB 24 10:05 AM
OFFICE OF THE SECRETARY OF STATE
TALLAHASSEE, FL

**STATE OF FLORIDA
AUDITOR GENERAL**



**AUDITOR SELECTION
AND
AUDITOR SELECTION COMMITTEE
GUIDANCE**

**EFFECTIVE FOR AUDITS FOR FISCAL YEARS ENDED
SEPTEMBER 30, 2021, AND THEREAFTER**

SEPTEMBER 2021

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Auditor Selection Law

Section 218.391, Florida Statutes,¹ the auditor selection law, establishes required procedures for the selection of auditors to perform the financial audits required by Section 218.39, Florida Statutes, for counties, municipalities, special districts, district school boards, charter schools, and charter career technical centers. These procedures help ensure selection of a qualified auditor and satisfactory audit effort. Section 218.391, Florida Statutes, is included as Appendix A to this document.

The established auditor selection process requires a request for proposal (RFP) for the solicitation of the necessary audit services, and a selection and negotiation process in which fees cannot be the sole or predominant reason for selecting a particular audit firm.

The auditor selection law requires that the governing body of each county, municipality, special district, district school board, charter school, and charter technical career center establish an auditor selection committee. Section 218.391(2)(d), Florida Statutes, provides that while the primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the financial audit, the auditor selection committee may serve other audit oversight purposes as determined by the entity's governing body.

The purpose of this document, which was initially prepared by an Auditor Selection Task Force² established by the Auditor General, is to provide additional nonmandatory guidance regarding the auditor selection committee and the selection of auditors for performing the financial audit required by Section 218.39, Florida Statutes. Specifically, this document provides guidance in the following areas:

- Composition of auditor selection committees.
- Responsibilities of auditor selection committees.
- Audit proposal evaluation factors.
- Use and elements of an RFP for audit services.
- Use and elements of audit services contracts.

Additional auditor selection topics are included in Appendix B - Questions and Answers. A listing of resources used to prepare this guidance is included in Appendix C.

This document includes numerous references to guidance from the Government Finance Officers Association (GFOA) for audit committees because such guidance is relevant to auditor selection committees assigned audit oversight responsibilities.

Auditor Selection Committee Composition and Size

Legal Requirements

Section 218.391, Florida Statutes, provides that the auditor selection committee for a county must, at a minimum, include each of the county officers elected pursuant to the county charter or Article VIII, Section 1(d) of the State Constitution, or their respective designees, and one member of the board of county commissioners or its designee. The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three

¹ All statutory references in this guidance are to the 2020 Florida Statutes.

² The Task Force included representatives of the Florida Association of Counties, Florida Association of Court Clerks and Controller, Florida Association of Public Purchasing Officers, Florida Association of Special Districts, Florida Government Finance Officers Association, Florida Institute of Certified Public Accountants, Florida League of Cities, and Florida School Finance Officers Association. Also included were representatives of the Auditor General's Office, the Legislative Auditing Committee, and the former Legislative Committee on Intergovernmental Relations.

members, one of which must be a member of the governing body and who must serve as the committee chair.

No employee of the county, municipality, special district, district school board, charter school, or charter technical career center may serve as a member of the auditor selection committee; however, an employee of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

Nonmandatory Guidance

The effectiveness of an auditor selection committee in performing its assigned duties is dependent on the qualifications and skills of its members and the relationship of the members to the governing body.

GFOA Best Practices³ recommend the following regarding the composition of audit committees, which would also apply to auditor selection committees:

- *Ideally, all members of the committee should possess or obtain a basic understanding of governmental financial reporting and auditing. The audit committee also should have access to the services of at least one financial expert, either a committee member or an outside party engaged by the committee for this purpose. Such a financial expert should through both education and experience, and in a manner specifically relevant to the government sector, possess 1) an understanding of generally accepted accounting principles and financial statements; 2) experience in preparing or auditing financial statements of comparable entities; 3) experience in applying such principles in connection with the accounting for estimates, accruals, and reserves; 4) experience with internal controls; and 5) an understanding of audit committee functions.*

For governmental entities experiencing difficulty in acquiring financial expertise on the audit committee, alternative means of acquiring such expertise include, but are not limited to, obtaining assistance from another governmental entity's chief financial officer, engaging an independent financial professional, or providing a training program for audit committee members to develop the necessary financial knowledge.

- *To ensure the committee's independence and effectiveness, no governing body member who exercises managerial responsibilities that fall within the scope of the audit should serve as a member of the audit committee.*

GFOA Best Practices⁴ suggest that the actual audit committee membership be composed of the governing body or a subset of the governing body. Under this approach, it is likely that the entity will need to engage an outside party to obtain the needed experience in governmental financial reporting and auditing. The audit committee members should be provided an orientation on the duties and responsibilities of the committee, including such topics as objectives of internal control, accounting, auditing, and financial reporting to assist in making sound judgments.

- *An audit committee should have sufficient members for meaningful discussion and deliberation, but not so many as to impede its efficient operation. As a general rule, the minimum membership of the committee should be no fewer than three.*

Another factor that could affect the size of the audit committee, particularly in smaller communities, is the availability of individuals who possess both the skills desired of an audit committee member and the willingness to make the commitment to perform effectively as a member. It is important that the entity not compromise these factors, as well as independence considerations, in establishing the size of the audit committee.

³ GFOA's Best Practice: *Audit Committees*.

⁴ GFOA's Best Practice: *Audit Committees*.

- *Members of the audit committee should be educated regarding both the role of the audit committee and their personal responsibility as members, including their duty to exercise an appropriate degree of professional skepticism.*

GFOA Best Practices⁵ suggest that audit committee members be provided training regarding the audit committee function. This is particularly critical where the committee members are governing body members who may not possess the needed experience in governmental financial reporting and auditing. At a minimum, such training might include making members familiar with this guidance and the publications referenced herein.

Small Government Considerations

Smaller entities may experience difficulty in obtaining the necessary experience in governmental financial reporting and auditing from a source that is independent from financial management of the entity. Qualified persons willing to provide such experience may simply not be available within the community. In such instances, the small entity might consider consulting with larger entities in the area to identify employees or consultants of those entities who might be willing to work with their auditor selection committee. A smaller entity may also opt to include members of the auditor selection committee of the larger entity on its auditor selection committee. Regardless of the method used to provide an auditor selection committee function, ultimate responsibility for the selection of the auditor rests with the governing body.

Auditor Selection Committee Responsibilities

Legal Requirements

The primary purpose of the auditor selection committee, as contemplated in Section 218.391, Florida Statutes, is to assist in the selection of an auditor to conduct the financial audit required by Section 218.39, Florida Statutes.

Section 218.391(3), Florida Statutes, establishes the duties of the auditor selection committee to include:

- Establishment of factors to be used for the evaluation of audit services to be provided by an audit firm.
- Public announcement of an RFP.
- Provision of interested firms with the RFP.
- Evaluation of proposals provided by qualified firms.
- Ranking and recommendation in order of preference of no fewer than three firms deemed to be the most highly qualified to perform the required services. If fewer than three firms respond to the RFP, the committee shall recommend such firms as it deems to be the most highly qualified.

The auditor selection committee may also serve other audit oversight purposes as determined by the entity's governing body.

Nonmandatory Guidance

- Establishment of the Auditor Selection Committee. GFOA Best Practices⁶ advise that the audit committee be formally established by charter, enabling resolution, or other appropriate legal means. Likewise, Florida local governmental entity auditor selection committees should be formally established by charter, ordinance, resolution, or written policies and procedures adopted by the governing body. In addition to addressing the composition of the auditor selection committee (see the previous section, Auditor Selection Committee Composition and Size), the formal means by which the auditor selection committee is established should define the

⁵ GFOA's Best Practice: *Audit Committees*.

⁶ GFOA's Best Practice: *Audit Committees*.

committee's responsibilities and prescribe committee member qualifications consistent with GFOA recommendations.

GFOA Best Practices⁷ recommend that the audit committee be established in such a manner that the auditors engaged to conduct the financial audit report directly to the audit committee. If the auditor selection committee is assigned oversight responsibilities with respect to the independent audit and the establishment of internal controls and adequate management processes, the GFOA's Best Practice: *Audit Committees* (October 2008) should be consulted for additional guidance.

- Auditor Selection Committee Responsibilities. GFOA Best Practices⁸ indicate that an audit committee is a practical means for a governing body to provide much needed independent review and oversight of the government's financial reporting processes, internal controls, and independent auditors. GFOA Best Practices further indicate that, by effectively carrying out its functions and responsibilities, an audit committee helps to ensure that management properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the entity's financial reporting practices.

The GFOA's publication, *Governmental Accounting, Auditing, and Financial Reporting* (2020), also known as the GFOA Blue Book,⁹ indicates that governing bodies are responsible for ensuring that management fulfills its obligations in regard to internal control and financial reporting. The GFOA Blue Book¹⁰ also indicates that governing bodies typically establish audit committees for this purpose and audit committee responsibilities, in addition to audit oversight, include selecting the auditors. Accordingly, although State law assigns this task to the auditor selection committee, consideration should be given to using the auditor selection committee as an audit committee as contemplated by the GFOA.

The GFOA Blue Book¹¹ further indicates that:

- The auditors should report directly to the audit committee.
- The audit committee should have access to the reports of any internal auditors, as well as access to any annual internal audit work plans.
- The audit committee should publish the results of its work in an annual written report to the governing body.

Should the auditor selection committee be assigned audit oversight responsibilities that are in addition to the statutorily mandated auditor selection committee responsibilities (i.e., used as an audit committee as contemplated by the GFOA), consideration should be given to GFOA guidance regarding audit committee responsibilities. For example, the GFOA's *Audit Management Handbook* (GFOA Handbook) recommends that, in addition to auditor selection, the audit committee perform the following functions:

- Monitoring the Audit
 - Monitoring Activity During the Audit. The GFOA Handbook¹² indicates that concerns of interest to the audit committee during the audit would include whether the audit is progressing on schedule and whether potential problems are identified and immediately corrected, if appropriate. Potential problems might include difficulties in gathering information or contacting key personnel, discovery of instances or indications of fraud,

⁷ GFOA's Best Practice: *Audit Committees*.

⁸ GFOA's Best Practice: *Audit Committees*.

⁹ GFOA Blue Book, Chapter 43, page 43-1.

¹⁰ GFOA Blue Book, Chapter 43, pages 43-1 and 43-2.

¹¹ GFOA Blue Book, Chapter 43, pages 43-2 through 43-4.

¹² GFOA Handbook, Chapter 6, pages 87 and 88.

waste, or abuse that require immediate attention, and circumstances that could result in a modified opinion. Monitoring can be accomplished through periodic progress reports or meetings.

- Review of Final Audit Reports. The GFOA Handbook¹³ recommends that the audit committee review each of the auditor's reports to gain a thorough understanding of problems identified by the auditor to provide the background needed to address resolution of the problems. In view of the emphasis placed on management letters in Florida law and the Rules of the Auditor General,¹⁴ an auditor selection committee assigned audit oversight responsibilities should review the management letters required to be submitted as a part of the audit report. For the committee to effectively review the results of the audit, the results must be communicated in a manner that assures a thorough understanding by the committee members. In lieu of relying solely on the delivery of a written audit report, this might be accomplished at a public meeting¹⁵ in which committee members have an opportunity to ask questions of the auditors. This could be done either in addition to, or in conjunction with, a public meeting of the entity's governing body at which governing body members would also have an opportunity to question the auditors. If the findings are presented at a governing body meeting, consideration should be given to a meeting convened solely or predominantly for this purpose to assure that the findings are adequately communicated.

- Audit Resolution

The GFOA Handbook¹⁶ points out that while it is management's responsibility to implement corrective action related to audit findings, the audit committee should be responsible for monitoring management's implementation. The GFOA Handbook suggests that governing bodies may want to require management to answer to the governing body for any failure to implement corrective action plans in a timely manner to the satisfaction of the audit committee.

Specified entities are required by Auditor General Rule 10.558(2) to provide the Auditor General with responses to all audit findings included in their financial audit reports. The responses are required to include corrective action designed to prevent recurrence of any findings included in the audit report.

- Auditor Evaluation

The GFOA Handbook¹⁷ views auditor evaluation as the first step of the subsequent year's audit procurement or, if audit procurement is not scheduled for the subsequent year, a process for identifying and recommending needed improvements in the auditor's performance. The GFOA Handbook recommends that the audit committee meet with management to discuss matters pertaining to the auditor's performance, including: ability to meet deadlines; compliance with other provisions of the audit contract; competence and cooperativeness of the audit staff; and thoroughness and reasonableness of audit adjustments, findings, and recommendations.

In assessing the overall effectiveness of the audit, the auditor selection committee may determine a need for audit procedures that are in addition to the minimum procedures

¹³ GFOA Handbook, Chapter 6, pages 88 through 91.

¹⁴ All references in this guidance to Rules of the Auditor General rules are to *Chapter 10.500, Rules of the Auditor General* effective for fiscal years ending September 30, 2020, and thereafter.

¹⁵ Auditor selection committee meetings are subject to the Sunshine Law (Section 286.011, Florida Statutes) as discussed in question 11 of Appendix B - Questions and Answers.

¹⁶ GFOA Handbook, Chapter 6, page 92.

¹⁷ GFOA Handbook, Chapter 6, page 92.

necessary to issue an opinion on financial statements. Such information would be useful in preparing future requests for proposals.

- Communications with the Auditor Selection Committee. If the auditor selection committee is assigned audit oversight responsibilities (i.e., is acting as an audit committee), effective communication between the auditors and the auditor selection committee is necessary. Financial audits conducted pursuant to Section 218.39, Florida Statutes, must be conducted in accordance with auditing standards generally accepted in the United States¹⁸ and government auditing standards.¹⁹ Auditing standards generally accepted in the United States require that auditors communicate certain matters with the audit committee or other subgroup of those charged with governance²⁰ and communicate with the audit committee regarding internal control-related matters²¹ and identified or suspected noncompliance with laws and regulations.²²

Small Government Considerations

While smaller entities may lack the resources to expand the use of the auditor selection committee to accommodate all or many of the nonmandatory audit oversight functions described above, all entities, regardless of size, are required to use the committee for auditor selection. The entities are encouraged to use the auditor selection committees for the other functions to the extent available in their particular circumstances. Additional discussion regarding the establishment of auditor selection committees by small governments is included in the Auditor Selection Committee Composition and Size section.

Audit Proposal Evaluation Factors

Legal Requirements

Section 218.391(3)(a), Florida Statutes, requires that the auditor selection committee establish factors to be used for the evaluation of audit services to be provided and that such factors include, but not be limited to, ability of personnel, experience, ability to furnish the requested services, and such other factors as may be determined by the committee to be applicable to the particular requirements. Section 218.391(3)(d), Florida Statutes, prohibits the use of compensation as the sole or predominant factor for evaluating proposals.

Nonmandatory Guidance

Consistent with Florida law, GFOA Best Practices²³ state “The audit procurement process should be structured so that the principal factor in the selection of an independent auditor is the auditor’s ability to perform a quality audit. Price should not be allowed to serve as the sole criterion for selection of an independent auditor.”

- Audit Firm Qualifications. While Florida law prescribes minimal audit firm qualifications that must be considered in selecting an auditor, the *GFOA Handbook*²⁴ describes an evaluation process to be used in selecting the auditor that includes certain mandatory criteria that must be met by the auditor to qualify for further consideration. The criteria listed by the *GFOA Handbook* include:

¹⁸ These standards are promulgated by the AICPA in its publication *AICPA Professional Standards*. All references in this guidance to *AICPA Professional Standards* are to such standards codified as of July 1, 2020.

¹⁹ These standards are promulgated by the Comptroller General of the United States in the publication *Government Auditing Standards*.

²⁰ *AICPA Professional Standards*, AU-C Sections 260.08 -.14.

²¹ *AICPA Professional Standards*, AU-C Sections 265.11 -.15.

²² *AICPA Professional Standards*, AU-C Sections 250.21 -.23.

²³ GFOA’s Best Practice: *Audit Procurement*.

²⁴ GFOA Handbook, Chapter 5, page 79.

- Meets applicable independence requirements.
- License to practice as a CPA in the State.
- Receipt of adequate continuing professional education by key personnel.
- Completion of a quality control review within the past 3 years.
- A history of performing quality audits.
- **Technical Qualifications.** The GFOA Handbook²⁵ indicates that if a point system is used to evaluate proposals, the total points should be divided between two categories for technical qualifications of proposers: (1) expertise and experience and (2) audit approach. Expertise and experience qualifications could include, for example:
 - Past experience and performance on comparable government engagements.
 - Quality of the firm's professional personnel to be assigned to the engagement and quality of the firm's management support personnel to be available for technical consultation.
 - Experience with specific State and Federal grant programs.
 - Information technology expertise.

Audit approach qualifications include, for example:

- Adequacy of proposed staffing plan (hours and level) for the various segments of the engagement.
- Adequacy of sampling techniques.
- Adequacy of analytical procedures.

The GFOA Handbook²⁶ points out that technical qualifications should be tailored to meet each government's unique environment and specific audit requirements and cites as an example a government that sponsors its own pension plan for employees, which might require actuarial expertise. The GFOA Handbook also recommends assignment of point value ranges to each criterion to aid in the evaluation of the technical qualifications of proposers, which allows the entity to reflect the relative importance of the qualifications for that government and engagement (i.e., allows the entity the flexibility to reflect qualitative differences in the qualifications presented in the proposals).

Use and Elements of Request for Proposal

Legal Requirements

Pursuant to Section 218.391(3)(c), Florida Statutes, the auditor selection committee must provide interested audit firms with an RFP. The RFP is required to include information on how proposals are to be evaluated and such other information as the committee determines is necessary for the firm to prepare a proposal.

Nonmandatory Guidance

The GFOA Blue Book²⁷ states that an effective RFP serves two purposes: 1) provides enough information about the entity to allow potential auditors to assess whether their particular experience and resources would be a "good match" for the engagement, and 2) elicit enough information from responding audit firms to assess their ability to perform a high quality government audit.

²⁵ GFOA Handbook, Chapter 5, page 80 and 81.

²⁶ GFOA Handbook, Chapter 5, page 81.

²⁷ GFOA Blue Book, Chapter 43, page 43-13.

- Public Announcement for Audit Services. Section 218.391(3), Florida Statutes, provides that the auditor selection committee shall publicly announce an RFP and provide interested firms with the RFP. To achieve the benefits of a competitive selection process, it is critical that there be sufficient responses by qualified audit firms to the RFP. The GFOA Handbook²⁸ states that a well-planned solicitation effort is needed to identify a sufficient number of qualified audit firms. This can be accomplished in a variety of ways and the law does not mandate any specific method. The method selected should provide sufficient time for the potential responders to prepare an appropriate response. The NIGP: Institute for Public Procurement,²⁹ in its publication *Public Procurement Guide for Elected and Senior Government Officials*,³⁰ indicates that potential service providers should be given a minimum of 14 to 30 days to prepare bids or proposals.

To promote competition, the method of noticing the RFP should be designed to reach as many potential providers of audit services as possible. The GFOA Handbook³¹ identifies several methods for identifying and of reaching qualified audit firms from which proposals can be solicited, including advertisement in local newspapers, notice in a publication of the state society of certified public accountants, inquiries of other entities in the same region, and direct mailing to audit firms. In Florida, the Auditor General maintains a database of local government audit reports received, including the names of the audit firms that conducted the audits, thereby providing another source that entities may find useful for identifying and reaching potential audit firms. If the entity opts to advertise in a newspaper, the newspaper selected should have adequate coverage to assure an opportunity for a sufficient number of responses.

- Elements of the Request for Proposal. The GFOA Handbook³² includes a list of 24 information elements that should be considered in designing an RFP for audit services. These elements generally either provide information to the prospective proposers regarding the RFP evaluation process or assure that adequate information is provided by the proposers to allow for an informed decision by the entity. It may not be necessary to include all of these elements in the RFP, but each element should be considered, and those elements considered to be appropriate for the given circumstances should be incorporated. The elements listed in the GFOA Handbook consist of:

1. *How proposals will be evaluated.*

The RFP should clearly state the factors upon which the selection will be based and could provide:

- a. The relative weights of the evaluation factors, particularly with respect to qualifications and price, when price is considered as one of the evaluation factors.
- b. A statement that price will not be the sole or predominant factor to assure that highly qualified firms will receive appropriate consideration and to discourage the submission of proposals with unrealistically low prices by less qualified firms.
- c. Auditor qualifications that are mandatory for all proposers.
- d. Particular qualifications that will be considered more favorably (e.g., experience with particular grant programs).

²⁸ GFOA Handbook, Chapter 4, page 27.

²⁹ NIGP: Institute for Public Procurement is a membership-based, nonprofit organization composed of members representing Federal, state, provincial and local government levels throughout the United States and Canada and provides support to professionals in the public sector procurement profession.

³⁰ NGIP *Public Procurement Guide for Elected and Senior Government Officials* (2016), page 17.

³¹ GFOA Handbook, Chapter 4, pages 27 and 28.

³² GFOA Handbook, Chapter 4, pages 29 through 45.

2. *Procedures to be followed in the proposal process.*

The prospective proposers who will be incurring the cost of preparing and presenting a proposal will need specific information as to how to respond to the RFP. Such information might include:

- a. The appropriate format to use in making the proposal.
- b. Identification of a contact person.
- c. Whether there will be a pre-proposal conference.
- d. Information regarding the submission of proposed prices (i.e., audit fees), such as the form or timing of submission of the proposed audit fee or the level of detail required to support the proposed audit fee (e.g., number of hours x level of staff at set rate per hour).³³
- e. Other aspects of the proposal process, including submission deadlines, consideration of late proposals, and notification of evaluation and auditor selection results.

3. *Brief description of the entity and its accounting systems and financial reporting structures.*

Prospective proposers require information that will provide a basis for determining the type and amount of resources that will be needed to perform the audit. This information might include:

- a. General description of the entity, including:
 - i. The entity's fiscal year.
 - ii. Services the entity provides its citizens.
 - iii. Organizational chart and key personnel.
 - iv. Size of the entity (e.g., geographic area, number of employees, total budget or payroll).
 - v. The entity's documented policies and procedures.
- b. Fund structure and basis of accounting.
- c. Involvement in Federal awards programs and State financial assistance projects.
- d. Description of pension plans.
- e. Information regarding component units and joint ventures.
- f. Magnitude of financial operations.
- g. Scope of information systems, including networking, software vendors, and major applications.
- h. Existence, size, and scope of the internal audit function.
- i. Contact person for access to prior audit information.

4. *Known weaknesses in the entity's internal control structure.*

Prospective proposers will want to be made aware of significant known internal control deficiencies. This could be accomplished by providing the proposers with a copy of the prior year external audit report (including financial statements, auditor's reports, and management letters), prior year adjusting entries, and the status of prior audit report findings (corrected or uncorrected). It may also be useful to provide proposers recent relevant internal audit reports.

³³ Section 218.391, Florida Statutes, permits consideration of compensation in selecting the auditor; however, Section 218.391(3)(d), Florida Statutes, prohibits the use of compensation as the sole or predominant factor for evaluating proposals. Additionally, Section 218.391(5), Florida Statutes, provides that the method used by the entity to select, and negotiate a contract with, an auditor must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39, Florida Statutes, and the entity's needs.

5. *Anticipated implementation problems arising from new authoritative pronouncements.*

An entity's readiness to implement new pronouncements, laws, or regulations having a significant impact on the entity's financial operations and reporting could impact the auditor's consideration of the resources needed to perform the audit.

6. *Principal contacts inside and outside the entity.*

Examples of contacts that proposers might want to be aware of as individuals with whom they will be expected to interact during the engagement include:

- a. Chief executive officer.
- b. Chief financial officer.
- c. Auditor selection or audit committee members.
- d. Director of internal audit.
- e. Grants management personnel.
- f. Legal counsel.

7. *Level of assurance to be required of the auditor for each type of information contained within the report.*

The auditor will need to be made aware of circumstances that might impact the scope of the audit. Such circumstances might include the audit of the financial statements of a component unit by another audit firm or a determination of compliance with specific legal requirements that will require an auditor's report based on an examination conducted in accordance with *AICPA Professional Standards*³⁴ pursuant to Auditor General Rule 10.556(10).

8. *Auditing standards required for the engagement.*

Pursuant to Florida law³⁵ and Auditor General Rule 10.551(3), all required financial audits of entities in Florida are to be performed in accordance with *Government Auditing Standards* promulgated by the Comptroller General of the United States. The RFP might include a statement to this effect to avoid any misunderstanding.

9. *The auditor's specific reporting responsibilities.*

Although the auditor's reporting responsibilities are described in the auditing standards and the Rules of the Auditor General, the GFOA Handbook recommends listing the reporting responsibilities in the RFP. This could be most easily accomplished by reference to the Rules of the Auditor General, Chapter 10.550 (*Local Governmental Entity Audits*), Chapter 10.800 (*Audits of District School Boards*), or Chapter 10.850 (*Audits of Charter Schools and Charter Technical Career Centers, the Florida Virtual School, and Virtual Instruction Program Providers*), as appropriate. For Florida local governmental entity financial audits, the scope of the work to be performed by the auditor could include:

- a. Expression of opinion in conjunction with a full-scope audit of a comprehensive annual financial report (CAFR) (optional under Florida law and Rules of the Auditor General) or a report on basic financial statements only (minimum requirement for all local government audits).
- b. Federal or state single audit reports (required if certain thresholds are met).
- c. Management letter (required for all local government audits).

³⁴ *AICPA Professional Standards*, AT-C Section 315.

³⁵ Financial audits required by Section 218.39, Florida Statutes, and defined by Section 218.31(17), Florida Statutes, must be conducted in accordance with *Government Auditing Standards*.

- d. An auditor's report prepared in accordance *AICPA Professional Standards* pursuant to Auditor General Rule 10.556(10).

Expected deliverables should also include any requirement for separate opinions for any debt issues or to meet any other reporting requirements.

10. *The type and amount of assistance available from the entity.*

Entities can sometimes reduce the cost of their audits by providing certain assistance to the auditor. To formulate the type and amount of resources to be applied to the audit, the auditor needs information as to the type and extent of assistance that will be available from the entity. The GFOA Handbook refers to various types of assistance including internal audit support, clerical support, and preparation of schedules. A statement might be included acknowledging that the entity is responsible for preparing draft financial statements. Any anticipated concerns regarding the ability of the entity to do so should be disclosed.

11. *Required audit timetable and deliverables.*

The GFOA Handbook recommends that the RFP include the latest acceptable dates for the following:

- a. Entrance conference.
- b. Completion of interim audit work.
- c. Completion of year-end field work.
- d. Submission of audit adjustments and draft findings.
- e. Exit conference.
- f. Issuance of reports.

12. *Additional services to be required of the auditor.*

Auditors often provide additional services beyond audit services; however, the ability of auditors to provide nonaudit services to an audit client has been severely limited by *Government Auditing Standards*. Careful consideration should be given to the restrictions on such services prior to including them in the RFP. *Government Auditing Standards*³⁶ suggest that auditors performing nonaudit services obtain agreement from the entity's management that management will perform the following functions regarding nonaudit services:

- a. Assume all management responsibilities.
- b. Oversee the services using an individual with suitable skill, knowledge, or experience.
- c. Evaluate the adequacy and results of the services.
- d. Accept responsibility for the results of the services.

13. *Information on auditor workspace and access to telephones, copiers, FAX machines, and computers.*

The GFOA Handbook suggests that the RFP include information on the location and type of workspace that will be made available to the auditor, as well as availability of telephones, Internet access, copy machines, FAX machines, and computer hardware and software.

14. *Procedures to be followed to determine if additional audit work is necessary and the fee basis applicable to such work.*

Circumstances sometimes arise in which the scope of the audit may need to be expanded

³⁶ *Government Auditing Standards* (2018 Revision) paragraph 3.76.

beyond what was anticipated in the RFP. For example, an entity might request the auditor to perform additional work in an area where the auditor discovered certain control weaknesses. The GFOA Handbook recommends that the RFP indicate that the scope of the audit may only be broadened with the entity's consent and request that proposers indicate how the fee for additional work related to a scope expansion would be determined.

15. Information needed from proposers to evaluate their qualifications.

A primary purpose of the RFP is to provide the entity with information needed to assess the professional skill and experience of the auditors who will perform the engagement. The GFOA Handbook recommends that the RFP ask for the following information from the proposer:

- a. Overall size of the audit firm.
- b. Location and number of professional staff who will perform the engagement.
- c. Identification and qualifications of personnel to be assigned to the engagement, including:
 - i. Names and government audit experience of the partner in charge of the audit and other partners who will be assigned review or quality control functions.
 - ii. Names of the manager and other supervisory personnel who will be assigned to the engagement, including information about their government audit experience.
 - iii. Information on certification, licensure, and CPE training of each of the above.
 - iv. Information on membership in professional societies (e.g., AICPA, FICPA, FGFOA, GFOA, AGA) of each of the above.
 - v. Background and qualifications, including experience, of all other professional audit or other staff assigned to the engagement.

The GFOA Handbook also recommends that the RFP clearly set forth: (1) the circumstances in which the audit staff may be changed; (2) the need for new staff to meet the same level of qualifications; and (3) the entity's right to reject or approve replacements.

16. Requirement for auditors to furnish a statement that they meet the appropriate criteria for independence.

Auditors are required to maintain independence, both in fact and appearance, regarding audit clients. The GFOA Handbook suggests that the RFP require a formal statement from the proposers that they meet the guidelines for independence as set forth in applicable auditing standards.

17. Request for references from other entity clients.

The GFOA Handbook suggests that the RFP ask proposers to furnish the names of governments (preferably of similar type and size) for which they have recently performed similar audits, and contact information for those governments.

18. Request for information on the results of peer reviews.

*Government Auditing Standards*³⁷ require that auditors performing audits in accordance with those standards (in Florida, this includes local governmental entity financial audits conducted pursuant to Section 218.39, Florida Statutes) undergo external peer review at least once every 3 years. The GFOA Handbook recommends that the RFP ask proposers to provide the entity with a report on their most recent peer review, and whether it included a review of the quality of specific government audits. The RFP could also ask for the results of desk or field reviews of their audits by Federal or state agencies.

³⁷ *Government Auditing Standards* (2018 Revision) paragraph 5.84.

19. *Request for information on the status of any disciplinary actions undertaken against the firm.*

The GFOA Handbook recommends that the RFP request information on whether any disciplinary action has been taken against the firm at the Federal or state level and, if such action has been undertaken, the current status of the action. In Florida, certified public accountants may be subject to punishment for a misdemeanor committed pursuant to Section 473.322(2), Florida Statutes, or to disciplinary action by the Florida State Board of Accountancy pursuant to Section 473.323(3), Florida Statutes.

20. *Request for detailed information on the proposer's anticipated audit approach.*

The GFOA Handbook points out that, in addition to information regarding the proposer's qualifications, the proposer's audit approach should be evaluated to determine that the proposer has a sound understanding of the scope of the engagement and the entity's environment. Additionally, the entity needs assurance that the proposer will apply the appropriate level of effort needed to perform the engagement satisfactorily. The GFOA Handbook recommends that the RFP ask for the following types of information:

- a. The extent to which the firm proposes to employ statistical sampling techniques.
- b. The extent to which the firm proposes to employ analytical procedures.
- c. The manner in which the firm intends to segment the engagement.
- d. The hours of staff time at each level that will be devoted to each segment.
- e. The approach proposed for gaining and documenting the auditor's understanding of the entity's internal controls.
- f. The approach proposed for determining which laws and regulations should be tested for compliance.
- g. The method of drawing samples for tests of compliance.

21. *Requirements applicable to working papers and cooperation with other auditors.*

The GFOA Handbook recommends that the RFP clearly establish the period for retention of the auditors working papers by the auditor and parties who are allowed access to the working papers. In establishing the retention period, the entity should consider that *AICPA Professional Standards*³⁸ require financial statement auditors to retain "audit documentation of any nature" (this would include audit working papers) for at least 5 years after release of the audit report. This should be considered a minimum retention period in drafting an audit services contract. The GFOA Handbook also recommends that the RFP include provisions requiring accessibility to the working papers by Federal cognizant agencies; principal auditors, where component units are audited by other auditors; parties designated by the entity as part of an audit quality control review; and successor auditors for matters relating to continuing accounting significance.

22. *Policy toward joint proposals or the use of subcontracting.*

The use of subcontracting or joint ventures on the part of auditors can be a means for encouraging participation by smaller firms. The GFOA Handbook recommends that any subcontracting after the audit contract is awarded be subject to the entity's right to approve or reject subcontracting firms. Further, if joint proposals or subcontracting is allowed, the RFP should request proposers to identify the firm that will serve as the principal auditor.

23. *Right to reject proposals, demand additional information, and use unsuccessful proposals.*

The GFOA Handbook recommends that the RFP indicate that the entity:

- a. Retains the right to reject any or all proposals.
- b. Retains the right to request additional information from proposers and failure to provide

³⁸ *AICPA Professional Standards*, AU-C Section 230.17.

- the information could result in rejection of a proposal.
- c. Reserves the right to retain proposals and use ideas from them.
 - d. Is not obligated in any manner to reimburse firms for costs incurred in connection with responding to the RFP.
24. *Any additional language to meet the requirements of applicable laws and regulations.*

The GFOA Handbook suggests that the entity be aware of and include any specific language required by law or regulation.

Use and Elements of Audit Services Contract

Legal Requirements

Section 218.391(7), Florida Statutes, requires that every procurement of audit services be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties constitutes a written contract. The written contract shall include, at a minimum, the following:

- A provision specifying the services to be provided and fees or other compensation for such services.
- A provision requiring that invoices for fees and other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. Section 218.391(8), Florida Statutes, provides that written contracts may be renewed (pursuant to renewal periods specified in the contract) without the use of auditor selection procedures and that such renewals shall be in writing.

Nonmandatory Guidance

The audit services contract is a legally binding agreement that should be prepared and reviewed with the advice of legal counsel. The GFOA Handbook³⁹ suggests that the written agreement incorporate by reference the terms of the RFP and specific language regarding the understanding between the entity and the auditors. The entity should also be careful to ensure that the written agreement terms are consistent with the terms of the successful proposal.

- **Engagement Letter.** While Section 218.391(7), Florida Statutes, authorizes the use of an engagement letter as an audit services contract, if it is signed by both parties, the use of an engagement letter does not relieve the need to include all provisions that would constitute a good contract and protect both the entity and the auditor.
- **Required Contract Elements.** As indicated above, there are certain legally required elements that must be included in the audit services contract. Additional guidance for each of these elements follows:
 - *Services to be provided and fees or other compensation (Section 218.391(7)(a), Florida Statutes).* AICPA Professional Standards⁴⁰ indicate that agreed upon terms of the audit engagement should include, among other things, the objective and scope of the audit, the responsibilities of the auditor, and the responsibilities of entity management. AICPA Professional Standards⁴¹ also suggest elaborating on the scope of the audit, to include reference to applicable legislation, regulations, generally accepted auditing standards, and ethical and other pronouncements of professional bodies to which the auditor adheres. Florida law and the Rules of the Auditor General include several requirements that impact the

³⁹ GFOA Handbook, Chapter 6, page 85.

⁴⁰ AICPA Professional Standards, AU-C Section 210.10.

⁴¹ AICPA Professional Standards, AU-C Section 210.A24.

scope of the audit in addition to the required auditor's reports on the financial statements and State and Federal programs. Specifically addressing these requirements in the contract helps to preclude any subsequent misunderstandings regarding the auditor's responsibilities.

- *Invoices for fees and other compensation in sufficient detail to demonstrate compliance with the contract (Section 218.391(7)(b), Florida Statutes).* AICPA Professional Standards⁴² suggest that the basis on which fees are computed and any billing arrangements be included in the engagement letter (contract). The basis for payment may vary from a lump sum arrangement to specific rates to be paid for the services of specific employees or categories of employees of the audit firm and reimbursement for specific costs, such as travel, incurred in connection with the engagement. The level of detail on the invoice sufficient to demonstrate compliance with the terms of the contract will vary according to the basis for payment. In the case of a fixed fee contract, the basis for payment should be clearly defined within the audit services contract. If the contract identifies certain employees for which the firm will be paid at specified hourly rates, the contract should require invoices that indicate the numbers of hours worked by each employee and application of the appropriate rates. If the contract provides for reimbursement for certain actual costs, the contract should require invoices that demonstrate the costs actually incurred by the firm in the form of receipts or similar documentation.
- *Contract period, renewals, and termination (Section 218.391(7)(c), Florida Statutes).* The contract must specify the number of years for which it will be in effect, including any options for renewal on the part of the entity. The law does not prescribe a maximum term for an audit services contract or a maximum number of renewal periods. Once the contract period, including renewals, has expired, any further required audit services must be subjected to the auditor selection law as required by Section 218.391, Florida Statutes.

The GFOA's Best Practice: *Audit Procurement* recommends that governmental entities enter into multiyear agreements of at least 5 years in duration when obtaining the services of an independent auditor. The GFOA points out that such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit and can also help reduce audit costs by allowing auditors to recover certain "start-up" costs over several years, rather than a single year. The appropriate length for the audit services contract is left to the judgment of the entity. However, as the auditor selection process established by law is intended to ensure selection of a qualified auditor and satisfactory audit effort, entities should avoid establishing excessive contract periods.

- Additional Contract Elements. Additional elements that are recommended by the GFOA Handbook⁴³ to be made a part of the audit services contract include:
 - An independence assertion by the auditor.
 - Language describing the actions to be taken in the event of a disagreement as to whether certain procedures are within the scope of the contract.
 - Provisions to assure the availability of the auditor's services to aid the entity in the defense of claims that may arise as the result of audit work.
 - Language concerning opportunities for socially and economically disadvantaged individuals (such language may be required by law or regulation).
 - Clarification of the auditor's duty to maintain the confidentiality of certain sensitive information.

⁴² AICPA Professional Standards, AU-C Section 210.A24.

⁴³ GFOA Handbook, Chapter 6, pages 85 through 87.

- Provisions establishing the entity's rights to terminate the contract and the procedures for doing so.
- Stipulation as to how the value of the auditor's work is to be determined if the engagement is terminated prior to completion.
- Language establishing the auditor's sole liability for claims arising from the auditor's performance of the engagement.
- Language requiring both the entity and the auditor to attempt to resolve disputes amicably.
- Language requiring formal notification to the other party in the event of a disagreement (e.g., a disagreement over the scope of the audit) and indicating what is to be considered notification in such instance (e.g., registered mail).
- Language specifying how the terms of the contract can be waived or modified.
- Language clarifying that the contract's separate provisions are to stand alone, so that a failure to meet one provision does not nullify the entire contract.
- A requirement for the auditor to obtain insurance coverage.
- A prohibition against the auditor's delegating or subcontracting audit work without the entity's permission.

In developing audit contracts, entities should consider an article⁴⁴ titled *Contract Issues for Governmental Audits* that was jointly developed by the AICPA and GFOA to educate governments and their auditors about clauses in contracts and engagement letters in the governmental environment that may not meet *AICPA Professional Standards* and that may create uncertainty about the auditor's independence.

As shown above, different professional organizations have placed varying emphasis on the contents of the contract for audit services. Entity management must determine the most appropriate provisions for a contract in a given set of circumstances. The specific elements and language to be included within a contract will ultimately be a matter of agreement between the entity and the audit firm.

⁴⁴ A link to this article is provided on the AICPA's Web site at www.aicpa.org/search.html?source=AICPA&q=Contract+Issues+for+Governmental+Audits.

Appendix A - Auditor Selection Law

218.391 Auditor selection procedures.

(1) Each local governmental entity, district school board, charter school, or charter technical career center, prior to entering into a written contract pursuant to subsection (7), except as provided in subsection (8), shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit required in s. 218.39.

(2) The governing body of a county, municipality, special district, district school board, charter school, or charter technical career center shall establish an auditor selection committee.

(a) The auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or s. 1(d), Art. VIII of the State Constitution their respective designees, and one member of the board of county commissioners or its designee.

(b) The auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee.

(c) An employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may not serve as a member of an auditor selection committee established under this subsection; however, an employee, a chief executive officer, or a chief financial officer of the county, municipality, special district, district school board, charter school, or charter technical career center may serve in an advisory capacity.

(d) The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit required in s. 218.39; however, the committee may serve other audit oversight purposes as determined by the entity's governing body. The public may not be excluded from the proceedings under this section.

(3) The auditor selection committee shall:

(a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.

(b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.

(c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.

(d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.

(e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

(4) The governing body shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the auditor selection committee, and negotiate a contract, using one of the following methods:

- (a) If compensation is not one of the factors established pursuant to paragraph (3)(a) and not used to evaluate firms pursuant to paragraph (3)(e), the governing body shall negotiate a contract with the firm ranked first. If the governing body is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the governing body shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The governing body, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.
- (b) If compensation is one of the factors established pursuant to paragraph (3)(a) and used in the evaluation of proposals pursuant to paragraph (3)(d), the governing body shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) The governing body may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.
- (d) In negotiations with firms under this section, the governing body may allow a designee to conduct negotiations on its behalf.
- (5) The method used by the governing body to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of s. 218.39 and the needs of the governing body.
- (6) If the governing body is unable to negotiate a satisfactory contract with any of the recommended firms, the committee shall recommend additional firms, and negotiations shall continue in accordance with this section until an agreement is reached.
- (7) Every procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. For purposes of this section, an engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services.
- (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract.
- (c) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed.
- (8) Written contracts entered into pursuant to subsection (7) may be renewed. Such renewals may be done without the use of the auditor selection procedures provided in this section. Renewal of a contract shall be in writing.
- (9) If the entity fails to select the auditor in accordance with the requirements of subsections (3)-(6), the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years.

History.--s. 65, ch. 2001-266; s. 1, ch. 2005-32; s. 15, ch. 2019-15.

Appendix B - Questions and Answers

General

1. **Question:** Are the auditor selection requirements of Section 218.391, Florida Statutes, to be applied whenever a local governmental entity (entity) contracts with a CPA firm for any audit services?

Answer: No. Section 218.391, Florida Statutes, applies only to contracting for the financial audit required by Section 218.39, Florida Statutes. However, the use of selection procedures provided for in Section 218.391, Florida Statutes, and other Federal, State, or local laws is advisable when contracting for any audit services.

2. **Question:** Is there a legal requirement or recommendation for mandatory rotation of auditors after a specified number of years or at the end of an audit services contract?

Answer: No. Unless the entity has established its own mandatory auditor rotation requirement, there is no legal requirement for the mandatory rotation of auditors. The current auditor may be included in the auditor selection process at the end of the current audit services contract.

The GFOA's Best Practice: *Audit Procurement* provides "While there is some belief that auditor independence is enhanced by a policy requiring that the independent auditor be replaced at the end of the audit contract ... the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory auditor rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory."

3. **Question:** If an entity is satisfied with the existing auditor and can negotiate acceptable fees, can the contract for financial audit services be renewed without going through the auditor selection procedures required by Section 218.391, Florida Statutes?

Answer: A contract for financial audit services can be renewed only as provided in the contract, which is required to include a provision specifying the contract period, including renewals.

4. **Question:** Are the auditor selection procedures required to be used only when an entity decides to change auditors or initiate a request for proposals process?

Answer: No. The revised auditor selection procedures are required to be followed when an audit contract period expires. The audit contract is required to include a provision specifying the contract period, including renewals.

5. **Question:** Chapter 2019-15, Laws of Florida, effective July 1, 2019, amended Section 218.391(2), Florida Statutes, to revise the requirements for establishing the auditor selection committee and appointing committee members. Does this impact an audit services contract that was in effect at July 1, 2019?

Answer: No. An audit services contract that was in effect at July 1, 2019, can remain in effect through the end of the original contract term, including renewals. Entities are required to comply with the new auditor selection committee requirements for auditor selection procedures initiated after July 1, 2019.

6. **Question:** Are audit services contracts required to include renewal option provisions?

Answer: No. The contract is not required to include a renewal provision; however, a contract cannot be renewed in the absence of such a provision.

7. **Question:** Is there a minimum or maximum number of years that an audit contract must cover?

Answer: No. The audit services contract must specify a contract period including renewals, but the law does not specify a minimum or maximum number of years that an audit services contract must cover. This is left to the discretion of the entity and is a matter of agreement between the entity and the audit firm. The entity should use prudent business practices in establishing the contract period.

8. **Question:** Section 218.391(4)(c), Florida Statutes, provides that a governing body may select a firm recommended by the auditor selection committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method. Which specific provisions of the law may be considered nonmandatory under this provision by the application of an alternative methodology?

Answer: Regardless of the negotiation method used, an entity's governing body must establish an auditor selection committee pursuant to Section 218.391(2), Florida Statutes, and the auditor selection committee must perform its functions in accordance with the requirements of Section 218.391(3), Florida Statutes. Regardless of the method used to select the audit firm, compensation may not be the sole or predominant factor used to select the firm (Section 218.391(3)(d) and (4)(c), Florida Statutes).

9. **Question:** Can an auditor selection committee ratify, after the fact, a request for proposal previously developed and issued by City personnel or City personnel's evaluation and ranking of proposals submitted by interested firms?

Answer: No. Pursuant to Section 218.391(3), Florida Statutes, the auditor selection committee is required to create (and provide interested firms with) a request for proposals and to evaluate and rank proposals submitted by interested firms. An auditor selection committee's statutorily prescribed duties may not be delegated to a subordinate or other entity absent statutory authorization (see Attorney General Opinion 2012-31).

10. **Question:** Can an entity select an auditor to conduct a financial audit pursuant to Section 218.39, Florida Statutes, by piggybacking off of another entity's audit contract?

Answer: No. Pursuant to Section 218.391(2), Florida Statutes, an entity seeking such audit services must establish an auditor selection committee and the committee must apply the auditor selection procedures prescribed by Section 218.391(3), Florida Statutes. This law does not include a provision that would allow for piggybacking, and an auditor selection committee's statutorily prescribed function may not be delegated to a subordinate or other entity absent statutory authorization (see Attorney General Opinion 2012-31).

11. **Question:** Are auditor selection committee meetings subject to the Sunshine Law (Section 286.011, Florida Statutes)?

Answer: Yes. Auditor selection committee meetings are subject to the Sunshine Law (i.e., noticing meetings and keeping minutes for all meetings) because the committee is not just fact-finding in nature but also makes decisions in ranking proposals and recommending to the governing body firms deemed to be the most highly qualified to perform the auditing services. See discussion regarding application of the Sunshine law to advisory boards in Part I, Section B.1, of the Attorney General's Government-in-the-Sunshine Manual.

Auditor Selection Committee

12. **Question:** Section 218.391(2)(a), Florida Statutes, provides that the auditor selection committee for a county must, at a minimum, consist of each of the county officers elected pursuant to the county charter or Article VIII, Section 1(d) of the State Constitution or their respective designees and one member of the board of county commissioners or its designee. May a county officer (i.e., clerk of the court, sheriff, property appraiser, tax collector, supervisor of elections, or any other such officer in whom any portion of the fiscal duties of the such officers are under law separately placed)

designate an employee of the county officer to serve in place of the county officer on the county's auditor selection committee?

Answer: Pursuant to Section 218.391(2)(c), Florida Statutes, an employee of a county cannot serve on the county auditor selection committee. The term "employee" is not explicitly defined for purposes of applying this law; however, the term "county" as used in Section 218.391(2)(a), Florida Statutes, encompasses county officers and the board of county commissioners, indicating that the legislature intended the restriction imposed by Section 218.391(2)(c), Florida Statutes, to apply to employees of a county officer or of the board of county commissioners. Accordingly, a county officer may not designate an employee of a county officer to serve in place of the county officer on the county auditor selection committee. However, the employee may serve in an advisory capacity for the auditor selection committee.

13. **Question:** Section 218.391(2)(b), Florida Statutes, provides that the auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members, and one member must be a member of the governing body who must serve as the committee chair. Does this mean that only one member of the governing body may serve on the committee?

Answer: No. The committee can have as many members of the governing body as desired, but at least one member must be a member of the governing body who must be the committee chair.

Dependent Special Districts

14. **Question:** A dependent special district exceeds the audit threshold established by Section 218.39, Florida Statutes, and must provide for a financial audit requirement. Although the district is audited as part of a county or municipality pursuant to Section 218.39(3)(a), Florida Statutes, the district opts to also provide for a separate financial audit. Does the district have to select the auditor for the separate financial audit in accordance with Section 218.391, Florida Statutes?

Answer: No. As the district is not required to provide for a separate financial audit pursuant to Section 218.39, Florida Statutes, it is not required to follow the auditor selection procedures prescribed by Section 218.391, Florida Statutes. However, the use of such selection procedures is advisable to help ensure selection of a qualified auditor and satisfactory audit effort.

15. **Question:** A dependent special district exceeds the audit threshold established by Section 218.39, Florida Statutes, and must provide for a financial audit requirement. The district opts not to be audited as part of a county or municipality pursuant to Section 218.39(3)(a), Florida Statutes, but instead opts to provide for its own financial audit. Does the district have to select the auditor in accordance with Section 218.391, Florida Statutes?

Answer: Yes. As the district is required to provide for a financial audit pursuant to Section 218.39, Florida Statutes, it is required in this situation to follow the auditor selection procedures prescribed by Section 218.391, Florida Statutes.

16. **Question:** A dependent special district does not exceed the audit threshold established by Section 218.39, Florida Statutes; however, the district opts to provide for a financial audit. Does the district have to select the auditor in accordance with Section 218.391, Florida Statutes?

Answer: No. As the district is not required to provide for a financial audit pursuant to Section 218.39, Florida Statutes, it is not required to follow the auditor selection procedures prescribed by Section 218.391, Florida Statutes. However, the use of such selection procedures is advisable to help ensure selection of a qualified auditor and satisfactory audit effort.

Community Redevelopment Agencies

17. **Question:** A community redevelopment agency (CRA) exceeds the audit threshold established by Section 163.387(8), Florida Statutes, and must provide for its own financial audit. Does the CRA have to select the auditor in accordance with Section 218.391, Florida Statutes?

Answer: Yes. Chapter 2021-226, Laws of Florida, amended Section 218.39(1)(h), Florida Statutes, to include CRAs. Because Section 218.391, Florida Statutes, regarding auditor selection procedures applies to all audits conducted pursuant to Section 218.39, Florida Statutes, auditors conducting 2020-21 and subsequent fiscal year audits of CRAs must be selected pursuant to Section 218.391, Florida Statutes.

18. **Question:** A CRA provides for an audit required by Section 218.39, Florida Statutes, by being included in a county or municipality audit pursuant to Section 218.39(3)(a), Florida Statutes; however, the CRA is also required to provide for its own separate financial audit pursuant to Section 163.387(8), Florida Statutes. Can the auditor who conducted the county or municipality financial audit also conduct the separate CRA financial audit?

Answer: Yes. Section 163.387(8), Florida Statutes, does not specify how the CRA is to select an auditor to conduct the required audit and does not include any restrictions on the CRA's selection of an auditor. However, in deciding whether to use the auditor who conducts the CRA's parent entity (county or municipality) financial audit, the CRA should consider whether it would benefit from applying its own auditor selection procedures because, while the parent entity's auditor selection process was designed to find an auditor to conduct a financial audit of a county or municipality, the CRA's selection process should be designed to find an auditor to conduct a financial audit of the CRA. As CRAs are a unique type of local governmental entity, an auditor with the knowledge and experience needed to conduct an audit of a county or municipality may not necessarily have sufficient knowledge and experience needed to conduct an audit of a CRA.

Use of Compensation as Evaluation or Ranking Factor

19. **Question:** If compensation is used as one of the factors to evaluate firms and the governing body of an entity chooses to select a firm other than the auditor selection committee's highest-recommended firm and documents the reason for not selecting the highest-ranked firm pursuant to Section 218.391(4)(b), Florida Statutes, does the next ranked firm become the highest-ranked firm, requiring documentation as to the reason for nonselection, before a firm ranked lower than that firm can be selected?

Answer: The law does not specifically address this circumstance; however, it would be reasonable to conclude that justification is necessary and should be documented for the selection of any firm over a higher ranked firm.

20. **Question:** If compensation is used as one of the factors to evaluate firms and the governing body of an entity chooses to select a firm other than the auditor selection committee's highest-recommended firm pursuant to Section 218.391(4)(b), Florida Statutes, what documentation is required to justify selection of a firm other than the highest-ranked firm?

Answer: Required documentation as to the reason for not selecting the highest-ranked firm under Section 218.391(4)(b), Florida Statutes, is not described in the law. Such documentation could include a statement made by the governing body, possibly in the form of a resolution and included in the minutes of the governing body, describing the factors that caused the governing body to decide that selection of the next ranked firm was in the entity's best interest. Those factors might include inability to negotiate a satisfactory contract with the highest-ranked firm or information provided to the governing body subsequent to the ranking process. However, as specified in Section 218.391(4)(c), Florida Statutes, the decision to select a firm cannot be based on compensation as the sole or predominant factor.

21. **Question:** If compensation is used as a ranking factor, may the governing body also use the alternative method prescribed by Section 218.391(4)(c), Florida Statutes, to select the audit firm or must they use the method prescribed by Section 218.391(4)(b), Florida Statutes?

Answer: The alternative methodology referred to in Section 218.391(4)(c), Florida Statutes, may include the use of compensation as a ranking factor as long as compensation is not the sole or predominant factor used to rank proposals and select the firm.

22. **Question:** If compensation is 20 percent of the ranking criteria and all other factors are each less than 20 percent, is compensation then the predominant factor, or must it be predominant of all factors combined, i.e., greater than 50 percent of all combined?

Answer: “Predominant” is not defined in the law with respect to auditor selection. Certainly, weighting compensation at greater than 50 percent of all combined factors, would constitute “predominant.” Black’s Law Dictionary defines “predominant” as “Something greater or superior in power and influence to others, with which it is connected or compared.”

Noncompliance with Auditor Selection Law

23. **Question:** Pursuant to Section 218.391(9), Florida Statutes, if an entity fails to select the auditor in accordance with Section 218.391(3)-(6), Florida Statutes, the entity must again perform the auditor selection process in accordance with this section to select an auditor to conduct audits for subsequent fiscal years. Does Section 218.391(9), Florida Statutes, apply to a situation where an entity selects an auditor to conduct a financial audit required by Section 218.39, Florida Statutes, without use of an auditor selection committee appointed by the entity’s governing body?

Answer: Yes. An entity cannot comply with Section 218.391(3), Florida Statutes, unless the entity’s governing body has established an auditor selection committee to carry out the responsibilities prescribed by Section 218.391(3), Florida Statutes.

24. **Question:** An entity is notified that its auditor engaged to conduct a financial audit required by Section 218.39, Florida Statutes, was not selected in accordance with the requirements of Section 218.391(3)-(6), Florida Statutes. What should the entity do?

Answer: The entity should carefully review its auditor selection process to ensure compliance with Section 218.391(3)-(6), Florida Statutes. In doing so, the entity may want to consult with its legal counsel. If it is determined that the entity did not select the auditor in accordance with Section 218.391(3)-(6), Florida Statutes, the entity, at a minimum, must perform the auditor selection in accordance with Section 218.391, Florida Statutes, for the subsequent fiscal year audit as required by Section 218.391(9), Florida Statutes. However, if possible (e.g., an audit contract for the current fiscal year has not been executed, or if executed, can be legally terminated without significant financial costs, and there is sufficient time to reselect the auditor and comply with the audit report submittal deadline), the entity should reperform the auditor selection process for the current fiscal year audit.

25. **Question:** An auditor becomes concerned (e.g., through the process of responding to a request for proposal for audit services) that an entity may not be selecting an auditor to conduct a financial audit required by Section 218.39, Florida Statutes, in accordance with the requirements of Section 218.391(3)-(6), Florida Statutes. What should the auditor do?

Answer: The auditor should notify the entity’s governing body of the concern. The entity may not be aware of the Section 218.391, Florida Statutes, auditor selection requirements or that its auditor selection process is not in accordance with that law. At a minimum, the auditor’s notification should help ensure the entity’s future compliance with Section 218.391, Florida Statutes. Also, depending on the timing of the auditor’s notification, the entity may decide to reperform the auditor selection process. Auditors should also consider refraining from responding to a request for proposal for audit services from entities they know to be in violation of Section 218.391, Florida Statutes.

Appendix C - Auditor Selection and Auditor Selection Committee Resources

AICPA Audit Committee Effectiveness Center
(www.aicpa.org/forthepublic/auditcommitteeeffectiveness)

AICPA Professional Standards promulgated by the American Institute of Certified Public Accountants as of July 1, 2020.

Audit Management Handbook, Stephen J. Gauthier, Government Finance Officers Association (1989) (Note: Publication of this *Handbook* was discontinued several years ago as a result of 1996 changes to the Federal Single Audit Act and changes in GFOA policy; however, the references to the *Handbook* in this guidance are consistent with current GFOA policy.)

Choosing an External Auditor: A Guide to Making a Sound Decision, Mid-America Intergovernmental Audit Forum (May 2007)
(https://www.pdfFiller.com/100306568-Choosing_an_External_Auditorpdf-Selecting-performance-audit-topics-PSC-doa-alaska-)

GFOA's Best Practice: *Audit Procurement*, Government Finance Officers Association
(www.gfoa.org/best-practices/internal-controls)

GFOA's Best Practice: *Audit Committees*, Government Finance Officers Association
(www.gfoa.org/best-practices/internal-controls)

Government Accounting, Auditing, and Financial Reporting (2020), Government Finance Officers Association

Government Auditing Standards issued by the Comptroller General of the United States
(www.gao.gov/yellowbook)

How to Avoid a Substandard Audit: Suggestions for Procuring an Audit (May 1988), National Intergovernmental Audit Forum (www.gao.gov/products/137493)

Public Procurement Guide for Elected and Senior Government Officials promulgated by the NIGP: Institute for Public Procurement (2016) (www.nigp.org/home/find-procurement-resources/elected-officials-procurement-guide)



**Workshop Agenda Item #2A
IEMO Certificate Presentation**

Clerk, City of Neptune Beach
116 1st St
Neptune Beach, FL 32266-6140

Greetings from Florida League of Cities:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the City of Neptune Beach for completion of the Institute for Elected Municipal Officials held in Gainesville, FL on January 24-25, 2025.

We ask that the certificate(s) be presented as an agenda item for your next meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials training should be known to key officials and your community. We also invite them to register for the next offering of IEMO II, when registration opens. Please check the FLC Calendar under the "Events" tab on our website for upcoming dates.

Thank you so much for your cooperation with this. If you have any questions, please don't hesitate to email me at Cbarton@flcities.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Christen Barton", is written over a light blue circular stamp.

Christen Barton
Member Training Specialist
Florida League of Cities



INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS

Certificate of Completion

January 24-25, 2025 · Gainesville, FL

Presented to

Cori Bylund

Mayor

City of Neptune Beach



INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS

Certificate of Completion

January 24-25, 2025 · Gainesville, FL

Presented to

Tim Horvath

Councilor

City of Neptune Beach