

CITY COMMISSION REGULAR MEETING AGENDA

Thursday, April 10, 2025 at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

- 1. Call the meeting to order
- 2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders
- 3. Proclamations and Awards
 - a. Proclamations were issued this week to: Flagler Volunteer Services for Volunteer Appreciation Month, Flagler County Sheriff's Communications Office for National Public Safety Telecommunications Week, and the Flagler County Advocate Alliance for Crime Victims' Rights Week.
- 4. Deletions and changes to the agenda
- 5. Public comments regarding items not on the agenda

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

Consent Agenda

- a. Approve the Regular Meeting Minutes of March 27, 2025.
- <u>b.</u> Approve a waiver to Chapter 6, Article V, Rules and Regulations for Parks; Section 6-73 (20) & (23), to allow the consumption and sale of alcohol in Veteran's Park for the Centennial Dinner Event scheduled for June 14, 2025.

7. General Business

- a. Approve Commission Appointments to the Flagler Beach Fire and Police Pension Boards.
- <u>b.</u> Resolution 2025-38. A Resolution of the City Commission of the City of Flagler Beach, Florida, to award a contract to LADS Construction, LLC for an amount not to exceed \$ 116,975.10 to repair Flagler Beach City Hall and Police Department damages, (Project # 285), that were sustained during Hurricane Milton; providing for conflict and an effective date.
- Resolution 2025-39. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a contract between the City and NEU Urban Concepts, LLC, for Mobility Fee Consulting Services in an amount not to exceed \$140,000; providing for conflict and providing an effective date.

8. Public Hearings

Staff Reports

- a. City Attorney:
- b. City Manager:
- **c.** City Clerk:

10. Commission Comments

- **a.** Commission comments, including reports from meetings attended.
- **b.** Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.

11. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

Proclamation Declaring April 6 - 12, 2025 as Crime Victim's Rights Week

Whereas crime affects individuals, families, and communities in profound and varied ways, often leaving lasting physical, emotional, and social challenges;

Whereas the concept of kinship underscores the connections that build bridges to support, services, and shared strength among survivors, advocates, and communities;

Whereas kinship is the foundation of victim advocacy, inspiring trauma-informed care that meets survivors where they are;

Whereas through kinship, we build peer networks and community alliances that empower survivors, foster resilience, and offer pathways to healing;

Whereas KINSHIP reminds us of the strength that comes from connection, the importance of listening to every voice, and the power we have to create lasting change when we work together;

Now, therefore, I, Patti King, Mayor of the City of Flagler Beach, proclaim the week of April 6-12, 2025, as Crime Victims' Rights Week in Flagler beach, Florida. This proclamation reaffirms our dedication to building connections, standing in kinship with survivors, and creating a future where healing and hope are within reach for everyone.

Patti King,	Mayor	

Proclamation

National Public Safety Telecommunicators Week April 13-19 2025

Whereas emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Flagler County emergency communications center; and,

Whereas Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

Whereas Public Safety Telecommunicators of the Flagler County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Therefore, Be It Resolved that the City of Flagler Beach declares the week of April 13 through 19, 2025, to be National Public Safety Telecommunicators Week in Flagler Beach, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this 10th day of April, 2025.

Patti King,	Mayor,	City of I	Flagler	Beach	

Proclamation

National Volunteer Week.

WHEREAS, National Volunteer Week April 20-26, 2025, was established as the official time to recognize and celebrate the efforts of volunteers at the local, state, and national levels; and

WHEREAS, volunteers can connect with local community service experiences through hundreds of community service organizations including Flagler Volunteer Services and

WHEREAS, volunteers address the most pressing challenges facing our cities, counties and our nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, volunteering enhances the lives of volunteers, increases self-esteem and physical well-being, provides opportunities to learn new skills and abilities and offers the chance to meet new friends and associates; and

WHEREAS, nonprofits, charities, community and faith-based groups, schools, national service programs and volunteer centers such as Flagler Volunteer Services have joined with state and local governments to celebrate and praise volunteers who have given tirelessly and selflessly to the service of others; and

WHEREAS, volunteers are vital to our future as a caring and productive nation.

NOW, THEREFORE, BE IT PROCLAIMED the City of Flagler Beach, Florida, does hereby recognize National Volunteer Week and encourages residents to recognize the positive impact of volunteer service in our city, to thank those who serve, and to find ways to give back to their communities.

Mayor Patti King	



CITY COMMISSION REGULAR MEETING MINUTES

Thursday, March 27, 2025, at 5:30 PM

City Commission Chambers – 105 S. 2ND Street, Flagler Beach, FL 32136

Present: Mayor Patti King, Chairman James Sherman, Vice-Chairman Rick Belhumeur, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

- 1. Call the meeting to order: Chair Sherman called the meeting to order at 5:30 p.m.
- 2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders. Mayor King led the pledge to the flag.

3. Proclamations and Awards

- **a.** Water Conservation Month. Mayor King presented the proclamation to Bill White, Government Affairs Coordinator, St. Johns River Water Management District, who spoke on the importance of reducing irrigation for water conservation.
- **4. Deletions and changes to the agenda.** It was the consensus of the Commission to move Item 8a up on the agenda to the top of General Business.
- 5. Public comments regarding items not on the agenda: Scott Crone thanked Bill Freeman and staff for the stormwater projects now being addressed. Specifically, he inquired if consideration could be made to reinstall or offer credit to homeowners whose pavers will not be replaced with the driveway aprons being redone in the 2700 block of S. Daytona Avenue. Mark Imhoof has created a new neighborhood group on the golf course, they would like some input on the decisions for the golf course. Jeremy Dorsey and Evelyn French commented on the TPO application. Rich Smith and Robbie Richman commented on continuing issues between builders and the Engineering Department and related to silt fencing, stormwater retention and the Land Development Code. Rick Phelan expressed concern regarding the Ocean Palm Golf Course and the possible plan to expand the Clubhouse.

Chairman Sherman inquired to the City Manager regarding replacement of the pavers on S 27th when they do stormwater work. Mr. Martin reported he would speak to Mr. Freeman and get back to the Commission. Commissioner Belhumeur reported the practice the contractor did on S. Flagler Avenue when installing the swales. Chair Sherman explained the Ocean Palm Golf Course has not come before the Commission as an item. Commissioner Spradley explained if there is a sale, the property will remain not only recreational but designated as a golf course as a deed restriction. And there will be public meetings when the item comes before the Commission. Chair Sherman identified there is a need for a left turn arrow at the corner of Roberts and John Anderson Avenue. Mr. Martin reported FDOT is scheduled to do a traffic study, and the timing of the light has been changed. The relationship between the Home Builders Association and the Engineering Department was discussed. The Commission hoped to develop a working relationship with the Home Builders Association.

6. Consent Agenda

Approve the minutes of the Special and Regular Meetings of March 13, 2025. Commissioner Belhumeur pulled the minutes for discussion. Before discussion, City Clerk Overstreet reported Commissioner Spradley submitted a Form 8B to recuse himself from the outdoor entertainment item in March 13 minutes. The form is attached to the minutes. Commissioner Belhumeur

noted the minutes indicate that there were no deletions or changes to the agenda. He thought that an item had been pulled. City Clerk Overstreet indicated the item regarding committee assignments was not on the agenda but is on this evening's agenda. Motion by Commissioner Belhumeur, seconded by Commissioner Spradley, to approve Consent Agenda Item A. The motion carried unanimously.

The agenda moved Item 8a.

b. Approve a Memorandum of Agreement between United States Immigration & Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS) and the City of Flagler Beach. Motion by Commissioner Belhumeur, seconded by Commissioner Cooley, to approve Consent Agenda Item B. The motion carried unanimously. Public comments were open. No comments were received. Public comment was closed.

7. General Business

- Resolution 2025-29. A Resolution of the City Commission of the City of Flagler Beach to pass third-party Automated Clearing House fees to customers for payments related to utility bills and parking tickets, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Attorney Smith advised this is a direct passthrough of cost from our vendor for the processing of debit and credit cards. Mr. Martin reviewed a customer's options to avoid the charge. Public comments were opened. No comments were received. Public comment was closed. Motion by Commissioner Spradley that we approve Resolution 2025-29. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.
- b. Resolution 2025-30. A Resolution of the City Commission of the City of Flagler Beach to award a proposal submitted by Mead & Hunt to provide design services and permitting for a new 16-inch water main along Lambert Avenue (Project # 636) for an amount not to exceed \$149,957.90; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Public comments were open. No comments were received. Public comment was closed. Motion by Commissioner Belhumeur to approve Resolution 2025-30. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.
- c. Resolution 2025-31. A Resolution by the City Commission of the City of Flagler Beach, Florida declaring certain items as surplus; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Public comments were open. No comments were received. Public comment was closed. Motion by Commissioner Spradley to approve Resolution 2025-31. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.
- d. Resolution 2025-32. A Resolution of the City Commission of the City of Flagler Beach to approve a Change Order submitted by Lads Construction Services, LLC for painting and repairs to the library (Project # 588) in an amount not to exceed \$13,093.05; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Public comments were open. Charlie Morrow suggested a volunteer group like a local church to paint the building. Public comment was closed. Commissioner Belhumeur, Cooley and Sherman suggested Staff paint the building. Motion by Commissioner Spradley to approve Resolution 2025-32. The item died for lack of a second.
- **e.** Resolution 2025-33. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a Lift Station License Agreement between Type E Corporation, and the City of Flagler Beach, creating a license for the use of the Corporation's property, determining a lump sum

- payment, an annual use fee, and a termination clause; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Discussion ensued regarding the history of the lift station and the easement which had not previously been in place. Motion by Commissioner Spradley to approve Resolution 2025-33. Commissioner Cooley seconded the motion. Public comments were open. No comments were received. Public comment was closed. The motion carried four to one, with Commissioner Belhumeur voting no.
- Resolution 2025-34. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an application to the Prioritized Projects Grant List of the River to Sea Transportation Planning Organization; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the request. If approved tonight the city will submit a grant application for potential funding to have a feasibility study performed. Mr. Martin reported the submission of multiple concepts adds to the odds of being funded. Commissioner Cooley inquired if any of the Officials were interested in turning Moody Blvd. into a two-lane road. The consensus was no. Discussion ensued and included the availability of funding via the TPO, pedestrian safety on Moody Blvd., and how this sprouted from past public participation the Charrette. Commissioner Cooley suggested a couple of alternatives in the packet with four lanes of traffic. Chairman Sherman opened public comments. Jordan Adams spoke of the New Urban Concepts presentation related to the Mobility Fee. Chuck Salvo suggested clear intentional communication, and that we utilize AI technology. Paul Eik past representative of the BPAC of the Volusia Flagler Transportation Planning Organization spoke of funding opportunities. Shelly Burnett opposes 2 lanes of traffic. Ed Fendley former CAC and now BPAC Member of the Volusia Flagler TPO, stated there are lots of opportunities to make Moody Boulevard safer. Scott Crone distributed an idea for Moody Boulevard, a welcome sign in Veterans Park. RJ Santore commented on the Social Media posts. Chairman Sherman closed public comments. Attorney Smith advised the Officials against Social Media comments. Motion by Commissioner Cooley to approve Resolution 2025-34. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

The agenda moved to Item 7a.

g. Appointment of Elected Officials to various Boards and Committees serving as City Representative. The Officials reviewed the list and reached agreement for appointments. The Commission reached a consensus to approve the amendments to the City Representative list. The approved list is attached as a record to the minutes.

8. Public Hearings

Ordinance 2024-02. An Ordinance of the City of Flagler Beach, Florida, related to annexation procedures; readopting amendments to Chapter 2, Section 2-2, included in Ordinance 2024-01 which removed the requirement for a referendum conducted within existing city limits for certain annexations; or, alternatively, repealing Ordinance 2024-01 and reinstituting the requirement for a referendum conducted within existing city limits for certain annexations; providing for inclusion in the code of ordinances; providing for conflict; providing an effective date hereof - final reading. Attorney Smith read the title of the ordinance into the record. Chair Sherman opened public comments. The following residents came forward to give their Steve Dalley, R.J Santore, Rich Smith, Paul Eik, Mark concerns, opinions and suggestions: Imhoof, Irwin Connely, John Tanner, Caleb Hathaway, Charles Meekins, Charlie Marrow, Robbie Richmond, Linda Burge, Barbara Revels, Vickie Martin, Robbie Robert and Brian Ford. Public comment was closed. Attorney Smith reported State Law does not require a referendum for annexation without a city vote unless the City has a code in place. Chair Sherman asked the city clerk if the annexation item was removed from the last agenda. City Clerk Overstreet clarified it was not removed from the agenda. She informed the public on how to subscribe to various lists

on the website. Commissioner Spradley spoke about the history of the item and highlighted the pros and cons of the situation the city was put in. Commissioner Cooley spoke of the need to get super majority for this ordinance. Commissioner Cunningham would like to give the people the right to vote on it. Commissioner Belhumeur reported Palm Coast will annex the Veranda Bay property. He spoke of the lost opportunities because of how the ordinance had been written and spoke to the properties. If an annexation was sent to the voters, he was unsure how it would work out given the low voter turnout of our city. Mayor King agreed with Commissioner Cunningham, but added we were elected to represent the voters. Commissioner Cooley asked if we don't annex in a piece of property, is there a way to relinquish the City's responsibility to give waters. Attorney Smith indicated it would be complicated to move the boundaries of the water rights. All parties would need to agree with those changes. The difference now is that the County is no longer in the water business so any change to the water service agreement would include other municipalities. John Tanner spoke of interest from North Florida Land Trust and the 1,000 Friends of Florida group regarding purchase of the West property for preservation. Expressed opinion that the approved County plan has a limit of only another 118 SFR units and he feels that would put the developer in a position to sell the land to conservation. James Sherman concerned about the expenses we will have even if not annexed. Rick Belhumeur commented this is the first he has heard real talk about it being purchased for conservation land. He is certain there have been no talks between the Developer and someone purchasing it for conservation. Motion by Commissioner Belhumeur that we approve Ordinance 2025-02. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.

Chairman Sherman called for a recess at 7:39 p.m. Chairman Sherman reconvened the meeting at 7:52 p.m.

The Commission reached a consensus to move to agenda Item 7f.

9. Staff Reports

- **a.** City Attorney: Updated the Commission on his discussion with the County Attorney regarding a concern County Commissioner Carney brought forth at the last meeting. Attorney Smith updated the Commission on proposed legislation.
- b. City Manager: City Manager Martin updated the Officials on the hiring process. The meetings held in Tallahassee and the FEMA/FDEM is now looking at the historic preservation of the Scenic A1A view in relation to the proposed new pier, and advised Staff will be submitting another extension for the pier.
- c. City Clerk: None.

10. Commission Comments

a. Commission comments, including reports from meetings attended.

Commissioner Belhumeur inquired when the S. Central Water Main Project begins. The City Manager advised the following Monday.

Commissioner Belhumeur inquired if there was an appetite to address the building height code, to remove loopholes and possibly move towards a flat 35' foot allowance period.

Commission Cooley requested an ordinance to amend the Code to remove the required irrigation in commercial property development and the non-fixed seating exemption for commercial seating. He inquired if the City should contract a consultant to advise if the annexation is a fiscally good move for the City. The Commission reached a consensus to hold the discussion.

Mayor King displayed the tee shirts made for the Centennial. Reported the Centennial Birthday Party is scheduled for April 16th between 4 to 7 p.m.

Commissioner Spradley spoke of his Town Hall Meetings.

Commissioner Cunningham stated Single Family Homes are not exempt from the State Laws and our MS 4 Permit requirements.

Commissioner Sherman requested a consensus for the City Manager to meet with a resident. No action was taken.

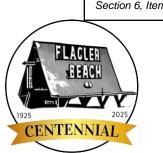
- **b.** Public comments regarding items not on the agenda. Denise Streit requested a refund for yard debris service on her utility account.
- 11. Adjournment: Motion by Commissioner Cooley to adjourn the meeting at 9:31 p.m.

	James Sherman, Chairman
ttest:	
enny Overstreet, City Clerk	



STAFF REPORT

City Commission Regular Meeting April 10, 2025



Elected Officials To:

From: Dale L. Martin, City Manager

Date: April 07, 2025

Approve a waiver to Chapter 6, Article V, Rules and Regulations for Parks; Section 6-**Item Name:**

73 (20) & (23), to allow the consumption and sale of alcohol in Veteran's Park for the

Centennial Dinner Event scheduled for June 14, 2025.

Background: As a part of the year-long Centennial Celebration a community dinner is planned on June 14, 2025, in Veteran's Park. Alcohol consumption and possibly sales are proposed. Chapter 6, Article V Section 6-73, (20) and (23) prohibit these activities. Therefore, a waiver of the code is necessary to hold the vent as planned.

If approved staff will install temporary fencing to contain the area and will issue colored wristbands for adults (of age) and minors to prevent the consumption of alcohol by underage attendees.

ARTICLE V. - RULES AND REGULATIONS FOR PARKS

Sec. 6-73. - Prohibited activities.

It shall be prohibited for any person in a public park or recreation area to:

- (20) Possess or consume alcoholic beverages at public parks or public recreation areas other than the beach.
- (23) Sell or offer sale alcoholic beverages.

Fiscal Impact: Budget appropriations have been made as well as sponsorship.

Staff Recommendation: Motion to approve the Waiver (consent agenda).

Attachment: None.



STAFF REPORT REVISED

City Commission Regular Meeting April 10, 2025



To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 04, 2025

Item Name: Approve Commission Appointments to the Flagler Beach Fire and Police Pension

Boards.

Background: The two resident (Commission appointed) seats on the Fire and Police Pension Boards are expiring on May 31, 2025. The requirements are they shall be legal residents of the city.

Fire Pension

I reached out to Commissioner Mealy to inquire if she wished to continue to serve, she declined. Mr. Garrett has declined reappointment as well. The Commission will need to recommend two residents for appointment.

Police Pension

Ms. Hacket and Commissioner Belhumeur wish to serve another term.

Fiscal Impact: N/A

Staff Recommendation: Appoint Laura Hacket and Rick Belhumeur to serve a new term on the Police Pension Board. Appoint two residents, one to fill the vacancy left by Commissioner Mealy and possibly re-appoint Mr. Garrett if he wishes to continue a new term.

Attachment: Pension Boards Member lists, Section from the Code regarding membership requirements and appointing authority.

Flagler Beach Firefighters' Retirement System

Caleb Hynson, HYN Consulting, Plan Administrator team@hynconsulting.com 727-559-7333

Pension Board of Trustees' Contact Information

105 S 2nd Street City of Flagler Beach, FL 32316

Neil Ecker Chairman necker@eckerins.com

5th Member 8/1/2024 - **7/31/2026**

Jane Mealy Secretary jmealy@cityofflaglerbeach.com

Resident Appointee 6/1/2023 - **5/31/2025**

Trey Poeira Trustee tppoeira@gmail.com

Fire Member 8/1/2023 - **7/31/2025**

Morgan Rainey Trustee mwalden1116@gmail.com

Fire Member 8/1/2023 - **7/31/2025**

Alex Garrett Trustee al.alexgarrett@gmail.com

Resident Appointee 6/1/2023 - **5/31/2025**

Flagler Beach Police Officers' Retirement System

Caleb Hynson, HYN Consulting, Plan Administrator team@hynconsulting.com 727-559-7333

Pension Board of Trustees' Contact Information

105 S 2nd Street City of Flagler Beach, FL 32316

Laura Hackett Secretary tuff2beme@icloud.com

Resident Appointee 6/1/2023 - **5/30/2025**

Richard Belhumeur Trustee rrsofc@att.net

Resident Appointee 6/1/2023 - **5/30/2025**

Lance Blanchette Chairman lblanchette@fbpd.org

Police Member 8/1/2023 - **7/31/2025**

David Blank Trustee dblank@fbpd.org

Police Member 8/1/2023 - **7/31/2025**

Quentin Parker Trustee quent-222@hotmail.com

5th Member 8/1/2024 - **7/31/2028**

Sec. 2-101. - Firefighters' retirement system.

There is hereby adopted a local law pension plan for full-time and volunteer firefighters to be known as the City of Flagler Beach Firefighters' Retirement System, as set forth below.

Section 3. Board of trustees.

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this subdivision is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, and two (2) of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two (2) years, unless he sooner vacates the office or is sooner replaced by the city commission at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two (2) years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

Sec. 2-102. - Police Officers' Retirement System.

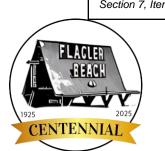
There is hereby adopted a local law pension plan for police officers to be known as the City of Flagler Beach Police Officers' Retirement System, as set forth in the document attached hereto and made a part hereof. Section

(a) Board of trustees.(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this section is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, and two (2) of whom shall be members of the system, who shall be elected by a majority of the police officers who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board as its fifth trustee. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two (2) years, unless he sooner vacates the office or is sooner replaced by the city commission at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two (2) years, unless he sooner leaves the employment of the city as a police officer or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.



STAFF REPORT

City Commission Regular Meeting April 10, 2025



Elected Officials To:

From: Dale L. Martin, City Manager

Date: April 4, 2025

Resolution 2025-38. A Resolution of the City Commission of the City of Flagler Beach, **Item Name:**

Florida, to award a contract to LADS Construction, LLC for an amount not to exceed \$ 116,975.10 to repair Flagler Beach City Hall and Police Department damages, (Project # 285), that were sustained during Hurricane Milton; providing for conflict

and an effective date.

Background: As a result of Hurricane Milton, Flagler Beach's City Hall and Police Department buildings sustained damages that require permanent repairs. Areas within City Hall that need repairs include IT offices, Finance office areas, Finance Director's office, City Manager's office, the Utility Billing office, Commission Chambers, the kitchen, and restrooms. Exterior repairs to the front entrance of the Museum and restroom ceiling are encompassed in the repairs as well. Police Department repairs include the building's exterior, the vestibule, lobby, and interior office. Repairs will be completed approximately 120-calendar days from the date of the Notice to Proceed.

The City received two bids for this project: LADS Construction Service, LLC, and SERVPRO of Jacksonville South; however, SERVPRO was determined to be unresponsive.

Fiscal Impact: Project # 285 expenses will be charged against Hurricane Milton Facility Improvements in the amount of \$116,975.10. Most expenses are expected to be reimbursed by FEMA.

Staff Recommendation: Staff recommends approval of Resolution 2025-38 and award of the contract to LADS Construction Services, LLC in an amount not to exceed \$116,975.10.

Attachment:

Resolution 2025-38

RESOLUTION 2025-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO AWARD A CONTRACT TO LADS CONSTRUCTION SERVICES, LLC FOR AN AMOUNT NOT TO EXCEED \$ 116,975.10 TO REPAIR FLAGLER BEACH CITY HALL AND POLICE DEPARTMENT DAMAGES (PROJECT # 285), THAT WERE SUSTAINED DURING HURRICANE MILTON; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City owns and operates the Flagler Beach City Hall and Police Department, located at 105 S. 2nd Street and 204 S. Flagler Avenue, respectively, to provide municipal and public safety services; and,

WHEREAS, Hurricane Milton damaged these buildings as the storm reached the east coast of Florida on Wednesday, October 9, 2024; and,

WHEREAS, City Staff developed construction documents and a bid package to repair damages to City Hall and the Police Department; and,

WHEREAS, the project was publicly bid and the City received two bids, of which one, SERVPRO of Jacksonville, was determined to be unresponsive; and,

WHEREAS, LADS Construction Services, LLC submitted a bid for \$116,975.10; and,

WHEREAS, the project is eligible for reimbursement funding (Federal and State) due to Hurricane Milton;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

<u>SECTION 1</u>. The City of Flagler Beach City Commission approves the base bid submitted by LADS Construction Services, LLC in an amount not to exceed \$116,975.10 for construction services to repair City Hall and Police Department damages.

<u>SECTION 2</u>. The City Commission authorizes City staff to issue a Notice to Proceed.

<u>SECTION 3</u>. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

<u>SECTION 4.</u> This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 10 th DAY OF APRIL, 2025.	
	CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION
ATTEST:	
	Patti King, Mayor
Penny Overstreet, City Clerk	

Member Name Bid Number Bid Name City of Flagler Beach ITB-FB 25-0219-0-2025/PO

Hurricane Milton Damage Repairs to the Flagler Beach Police Department and City Hall

2 Document(s) found for this bid

16 Planholder(s) found

SupplierName	Bid	FullName	Email	Address1	Address2
A.G. Pifer Construction Co., Inc.		A Gregg Pifer	agPiferinc@gmail.com	3629 Old Deland Rd	
Air Duct Aseptics		Petrina Tebor	petrina@ADAflorida.com	937 NW 31 Avenue	
ConstructConnect		ConstructConnect Bid Opportunitie	content@constructconnect.com	3825 Edwards Rd	Suite 800
D.E. Scorpio Corporation		Domenic Scorpio	bids@scorpioco.com	3911 W Newberry Rd	
DDS Enterprises LLC		Nick Shephard	DDSEnterprisesLLC@yahoo.com	463 Shaw Lake Road	
Dodge Data		Bonny Mangold	dodge.docs@construction.com	4300 Beltway Place, Ste 150	
K&G Construction, Inc.		MILISSA CALVERT	milissa@kandgcontractors.com	542 EDGWOOD AVENUE, SOUTH	
Lads Constrction Services LLC	\$116,975.10	Jeffrey Lademann	jeffrey@ladsconstructionllc.com	6 MAPLE STREET	
Lamphier Company		ROBERT LAMPHIER	lamphier1@aol.com	131 COMMERCE WAY	
MTD Painting & Construction Corporation		Yamile Rangel	yamile.rangel@mtdcgc.com	12059 NW 49th Dr.	
Onvia, Inc Content Department		Content Source Management	sourcingsupport@deltek.com	509 Olive Way, Suite 400	
R&K Certified Roofing & Contracting Inc		Laura Cohill	Laura@rkroof.com	4551 N US Highway 1	Suite A
Restopro770		Lior Sebag	intake@restopro770.com	4545 NW 103 AVE	STE 203
Saboungi Construction		Mike Saboungi	mike@saboungiconstruction.com	290A North US-1	
SERVPRO of Jacksonville South	\$108,028.92	Evan Nadeau	Evan@spjax.com	1716 Harper Street	
Southeastern Surveying and Mapping Corporation		Marketing Team	marketing@ssmc.us	6500 All American Blvd	

	L			
City	State	PostalCode	Phone	DeclaredAttributes
Daytona Beach	FL	32124	3862574448	
Pompano Beach	FL	33069	8887077763	Woman Owned
Cincinnati	OH	45209	8772271680	
Gainesville	FL	32607	3523636070	
Pierson	FL	32180	(386) 490-5631	Small Business, Woman Owned
Arlington	TX	76018	4133767032	
Jacksonville	FL	32205	(904) 772-1316	
Flagler Beach	FL	32136	(386) 793-4342	
Sanford	FL	32771	4073301628	
		33076		Hispanic Owned, Woman Owned
Seattle	WA	98101	2063739500	
Bunnell	FL	32110	3863665552	
Fort Lauderdale	FL	33351	9547197700	Hispanic Owned, Woman Owned
Ormond Beach	FL	32174	(386) 672-2077	
Jacksonville	FL	32204	9047628066	
Orlando	FL	32810	4072928580	

CONTRACT DOCUMENTS FOR CITY OF FLAGLER BEACH

HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPARTMENT AND CITY HALL

CITY PROJECT NO:

CITY INVITATION TO BID NO: FB 25-0219



FEBRUARY, 2025



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SECTION 00 01 01

CONTRACT DOCUMENTS FOR

HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPT. AND CITY HALL

105 SOUTH SECOND STREET (CITY HALL)
320 SOUTH FLAGLER AVE (POLICE DEPARTMENT)
FLAGLER BEACH, FLORIDA 32136

CITY INVITATION TO BID NO: FB 25-0219

FEBRUARY, 2025



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DIVISION 00

BIDDING REQUIREMENTS, CONTRACT DOCUMENTS, AND FORMS HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPT. AND CITY HALL CITY PROJECT NO: 285

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00 64 25	CERTIFICATE OF SUBSTANTIAL COMPLETION			
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01 11 00	SUMMARY OF WORK			
01 20 00	MEASUREMENT AND PAYMENT			
01 32 36	PRECONSTRUCTION VIDEO			
01 32 16	PROJECT COMPLETION SCHEDULE			
01 41 00	REGULATORY REQUIREMENTS AND PERMITS			
01 42 13	ABBREVIATIONS & ACRONYM	S		
	QUALITY CONTROL			
01 55 26	TEMPORARY TRAFFIC CONTROL			
01 77 00	CONTRACT CLOSEOUT			

City of Flagler Beach Police Dept. & City Hall - Hurricane Milton Damage Repairs Page 5 of 178



ATTACHMENTS

ATTACHMENT A CERTIFICATE OF CORPORATION
ATTACHMENT B CONTRACTOR QUESTIONNAIRE

ATTACHMENT C REQUIRED DISCLOSURE
ATTACHMENT D BIDDER INFORMATION
ATTACHMENT E EXPERIENCE OF BIDDER

ATTACHMENT F SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES, ON

PUBLIC ENTITY CRIMES

ATTACHMENT G AFFIDAVIT OF NON-COLLUSION

ATTACHMENT H CERTIFICATION OF NON-SEGREGATED FACILITIES

ATTACHMENT I DRUG-FREE WORK PLACE

ATTACHMENT J CONFLICT OF INTEREST STATEMENT

ATTACHMENT K COMPLIANCE WITH PUBLIC RECORDS LAW
ATTACHMENT L AMERICANS WITH DISABILITIES ACT AFFIDAVIT

ATTACHMENT M ADDITIONAL PURCHASING LANGUAGE
ATTACHMENT N LIST OF LICENSES AND CERTIFICATIONS

ATTACHMENT O LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

END OF SECTION



CITY OF FLAGLER BEACH



ADVERTISEMENT FOR BID NO. FB 25-0219

HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPT. AND CITY HALL City Project No. 285

NOTICE IS HEREBY GIVEN THAT THE CITY OF FLAGER BEACHIS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM LICENSED AND INSURED CONTRACTORS FOR THE CITY OF FLAGLER BEACH PUBLIC HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPT. AND CITY HALL ACCORDING TO THE SCOPE OF WORK SEPCIFICATIONS. BIDS WILL BE RECEIVED FOR A SINGLE PRIME CONTRACT. BIDS SHALL BE ON A LUMP SUM WITH UNIT PRICES AS INDICATED IN THE BID FORM.

IT IS THE INTENT AND PURPOSE OF THE CITY OF FLAGER BEACH THAT THIS INVITATION TO BID (ITB) PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB

All applicants must be properly licensed and show proof of insurance, licenses, and certificates as required by all local, State of Florida, and Federal agencies. Successful applicants will obtain all required permitting as previously stated.

Interested contractors may secure the, bid forms and other pertinent information by visiting the city website bid page: http://www.cityofflaglerbeach.com/Bids.aspx.or the website www.demandstar.com Bid packages also may be obtained by contacting the City Clerk, Penny Overstreet at 386-517-2000 ext. 233 or poverstreet@cityofflaglerbeach.com

For further information, contact: Penny Overstreet, City Clerk

Preferred method of contact email: poverstreet@cityofflaglerbeach.com (386) 517-2000, ext. 233

A Mandatory pre-bid meeting will be held at the Library on the date and time indicated below. No bids will be accepted by contractors who do not have representation at this meeting.

Sealed Bids must be addressed to the attention of **Penny Overstreet**, **City Clerk**. Sealed Bids must be received on or before 2:00 PM, THURSDAY, MARCH 20, 2025. **No bids will be accepted after this deadline**.



Sealed Bids must have the project title and bid number on outside of package. The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.

MAILING ADDRESS: WALK-IN DELIVERY ADDRESS:

105 S 2nd Street 105 S 2nd Street

Flagler Beach, FL 32136 Flagler Beach, FL 32136

Date of Distribution: TUESDAY, FEBRUARY 25, 2025

Pre-Bid Meeting: MONDAY MARCH 3, 2025 at 10:00 AM EST

Location – City Hall Commission Chambers

Last Date for Questions: FRIDAY, MARCH 14, 2025 at 5:00 PM EST

Last Date for Addenda if Needed: MONDAY, MARCH 17, 2025 at 5:00 PM EST THURSDAY, MARCH 20, 2025 at 2:00 PM EST

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after which time they will be publicly opened and read aloud.

COMMISSION MEETING: THURSDAY April 10, 2025 at 5:30 PM EST

TOTAL CONSTRUCTION TIME: 120 CALENDAR DAYS FROM NOTICE TO PROCEED

END INVITATION TO BID



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SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

Project Name: HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPT. AND CITY HALL CITY PROJECT NO: 285

Company Name: Lads Construction	1 Services LLC	
Contact Name: <u>Jeffrey Lademann</u>		· · · · · · · · · · · · · · · · · · ·
E-mail Address:Jeffrey@ladsconst	ructionlic.com	
Mailing Address: 1312 S central A	ve Flagler Beach FL 32136	
Phone Number: <u>386-793-4342</u>		
Fax Number:		
Contractor License Number: <u>CGC</u> :	1528439	
1712. All Bidders should check the fixed to verify information regard unresponsive. Bidders shall sign, or	e Onvia DemandStar website at ing Addenda. Failure to do so late, and return all addenda wit	e, please contact Onvia Services at 1-800-711- least seven (7) calendar days before the date could result in rejection of the submittal as th their bid. It is the sole responsibility of the Oral and other interpretations or clarifications
The following Addenda were receiv	ved:	
Addendum No. 1	Date Received03/:	19/25
Addendum No	Date Received	
Addendum No	Date Received	
Addendum No	Date Received	



The Bidder acknowledges the receipt, execution, and return of the following attachments:

•	Attachment A:	Certificate of Corporation
•	Attachment B:	Contractor Questionnaire
•	Attachment C:	Required Disclosure
•	Attachment D:	Bidder Information
•	Attachment E:	Experience of Bidder
•	Attachment F:	Sworn Statement Under section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
•	Attachment G:	Affidavit of Non-Collusion
•	Attachment H:	Certification of Non-Segregated Facilities
•	Attachment I:	Drug-Free Work Place
•	Attachment J:	Conflict of Interest Statement
•	Attachment K:	Compliance with Public Records Law
•	Attachment L:	Americans with Disabilities Act Affidavit
•	Attachment M:	Additional Procurement Clauses for FEMA Work
•	Attachment N:	List of Proposed Subcontractors/Suppliers
•	Attachment O:	List of Licenses and Certifications
Name:		Jeffrey Lademann - Lads Construction Services LLC
Author	ized Signature: _	Jeffrey Lademann
Date:	C)3//19/25

ACKNOWLEDGEMENT

President

STATE OF FLORIDA	
countrof <u>Flagler</u>	January & Bannett
	Signature of Motary Public Print, Type or Stamp Commissioned Name of Notary Public
	Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of	WILLIAM DE LA CONTRACTION DEL CONTRACTION DE LA
online notarization OR physical presence	HILLIAN WISSON
	CONEMBER CO
this 19 day of March , 2025	
,	1
Personally Known OR Produced identification	高。 #HI 196833
There of Historian Developed	The or conded thruce
Type of Identification Produced:	THE OBLIGATION OF FULL AND ADDRESS OF THE OBLIGATION OF THE OBLIGA

END OF SECTION



REQUEST FOR QUALIFICATION FORMS

ATTACHMENT A

CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA	
COUNTY OF Flagier	
I HEREBY CERTIFY that a meeting of the Board of Directors of $\underline{\text{Lads}}$	Construction Services LLC , a corporation under
the laws of the State of Florida was	s held on <u>March 19th</u> , 20 <u>25</u> . The
following resolution was duly passed and adopted:	
"RESOLVED, that Lads Construction Services LLC as	Jeffrey Lademann President of the
corporation is hereby authorized to execute the Contract dated	March 20 <u>25</u> , between The City
of Flagler Beach, a municipal corporation and this corporation, and	that execution thereof, attested by the Secretary
of the corporation and with corporate seal affixed, shall be the off	icial act and deed of this corporation."
I further certify that said resolution is now in full force and effect.	
IN WITNESS THEREOF, I have hereunto set my hand and affixed the	e official seal of the corporation
This <u>19th</u> day of <u>March</u> , 20 <u>25</u> .	

END OF ATTACHMENT A



SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

ATTACHMENT B

CONTRACTOR QUESTIONNAIRE

PATE: <u>03/19/2025</u>
IAME OF BIDDER: Lads Construction Services LLC
USINESS ADDRESS: 6 Maple St Flagler Beach FL 32136
HONE NUMBER: 386-793-4342
ONTRACTOR'S FL LICENSE #: CGC:1528439
XPIRATION DATE: <u>09/30/2026</u>
the undersigned warrants the truth and accuracy of all statements and answers herein contained. Includitional sheets as necessary.
1. How many years has your organization been in business as a General Contractor? 5 Years - 12/11/2019
2. How many years has your organization been in business as a Subcontractor?
Lads Construction operates as the prime contractor
3. Name of Superintendent and length of time with your company?
Joe Cortese - 4 years



proposed?	ent of - Johnson and Gilbert Law office (386)-852-8281. 170 E Granada BLVD Ormond Beach FI 3217
	ent of - IMCO Independent Medical Co-Op (386)-258-1530. 129 Executive Cir, Daytona Beach FL 321
David Main - GM / CO	O of Oceanside Country Club (386)-677-7200. 75 N Halifax Dr Ormond Beach FL 32176
David Main - GM / CO	O of Oceanside Country Club (386)-677-7200. 75 N Halifax Dr Ormond Beach FL 32176
Marcus Carr - Senior	VP of Finance of Planet Bids - (818)-992-1771 x160. 200 E granada BLVD Suite 3003
· ·	failed, or been alleged to have failed, to complete work awarded to you? If so, ct and explain the reasons why?
6. Have you ever fa	iled, or been alleged to have failed, to complete work within the Contract Time? If
	iled, or been alleged to have failed, to complete work within the Contract Time? If roject and explain the reasons why?
so, please list the p NO 7. Have you ever	



9. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

Yes, No AC Supply in bathroom. Welds Broken on ramp handrail. Lights in chambers should be updated to LED, Adding additional 3 lights in center of room. Re-texturing entire main floor (865SF) ceiling over 2 minor patches holds a logistic nightmare for staff / main floor / all office / hallways attached will need to be closed for a week to do so. Corridor - AC system above drop ceiling appears to be resting on ceiling tracks causing the tracks to sag, additional AC work possible.

Police station - 8" square channel hardie siding is no longer available from James hardie. Alternate options do not match existing. 7" super gutter requires north and south existing sides to be replaced to be continuous- make corner properly.

Bidder Name: Jeffrey Lademann - Lads Construction Services LLC					
Signature:	Jeffrey Lademann				
Title: Pres	sident				

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

ACKNOWLEDGEMENT

Signature of Notary Public Print, Type of Stamp Commissioned Name of Notary Public below: William Wil
MINISTIC STATE OF FULLING

END OF ATTATCHMENT B



SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

ATTACHMENT C

REQUIRED DISCLOSURE

charges in the last three (3) years in this State or any other state of the United States against (1) the Bidder, (2) any business entity related to or affiliated with the Bidder or (3) any present or former owner of the Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding
shares of the Bidder whose stock is publicly owned and traded:
N/A
Bidder Name: Jeffrey Lademann - Lads Construction Services LLC
Signature: <u>Jeffrey Lademann</u>
Title: President
Date:03/19/25
END OF ATTACHMENT C

City of Flagler Beach Police Dept. & City Hall - Hurricane Milton Damage Repairs
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SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

ATTACHMENT D BIDDER INFORMATION

List the full legal name of each officer of the Corporation.

President:	Jeffrey Lademann			
Signature:	Jeffrey Lademann	Date:	03/19/25	
Vice-President	:		. <u></u> .	
Signature:		_Date:		
Secretary:	<u> </u>	 .		
Signature:		Date:		
Treasurer:				
Signature:		_Date:		
List the Corpor	ate Officer that will sign the contract:	Jeffrey l	.ademann	

END OF ATTACHMENT D



SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

ATTACHMENT E EXPERIENCE OF BIDDER

Bidder Name: <u>Jeffrey Lademann</u> Lads Construction Services LLC
Authorized Signature:
Is your company currently involved in any activeYesXNo
litigation? If Yes, explain:

Has your company ever been sued?Yes X No
If Yes, explain and/or submit court decision or judgment, as applicable:

The Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of lift stations rehabilitations or new installations. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.
On the following pages, provide the requested information regarding experience within the past five (5)

City of Flagler Beach Police Dept. & City Hall - Hurricane Milton Damage Repairs
Page 18 of 178

years on three (3) projects as listed above. These projects must be new or rehabilitation lift/pump station

projects with submersible pumps, above ground piping and include an electrical control panel.



Project #1:	
Contract Date:	Jan. 2023
Contract Amount: \$ _	\$131,966
Project Name:	Law office exterior reno
Project Location: 17	70 E Granada BLVD Ormond Beach Fl 32174
General Scope of Wor	rk: Replacement of existing flat roof with 3 ply roofing system. New AC stands, over 200 pitch pockets replaced. New exterior paint, ceiling tiles and insulation.
Client Name and Addi	ress: _Frank Johnson - President of - Johnson and Gilbert Law office
	170 E Granada BLVD Ormond Beach Fl 32174
	1
Client Contact Phone:	(386)-852-8281.
Client Contact Email:	Frank@mylegalneeds.com
	oleted on schedule?X _YesNo
Total Amount of Chan	ge Orders: \$
	rders: Customer wanted to remove foam bands around building, patch stucco / paint

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Project #2:		
Contract Date:	10/2022	
Contract Amount: \$	85,618.38	
Project Name:	IMCO Reno	
Project Location:	129 Executive Cir, Daytona Beach FL	32114
General Scope of Work:	New Roof, repairs to soffit, fascia, tree trimming off roof, Electrical boxes and lighting.	repairs to landscape.
Client Name and Address	S: Bill McLaughlin - President of - IMCO Independent Medi Cir, Daytona Beach FL 32114	ical Co-Op . 129 Executive
Client Contact Phone: (38	6)-258-1530	
Client Contact Email: _Bil	ll.mclaughlinjr@imcoinc.com	
Was the project complet	ed on schedule? X Yes No	
Total Amount of Change	Orders: \$	
Reasons for Change Orde	ers:	
		<u>.</u>

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Project#5:	
Contract Date:	11/11/2024
Contract Amount: \$	111,949.49
Project Name:	OOC Hurricane Milton Repairs
Project Location:	75 N halifax Dr, Ormond Beach FL 32176
-	Hurricane Milton repairs / water damage restoration / exterior repairs. Water damage - removal / replacement of drywall, trim, carpet. Removal / replacement of hardie siding damaged from the storm. Roof repair, interior / exterior painting. Removal of dirt build up along locker room wall / door. :installation of drainage to stop future water intrusion. David Main - GM-COO. 75 N halifax Dr, Ormond Beach FL 32176
Total Amount of Change	M1907@occ.com ed on schedule?XYesNo Orders: \$ N/A
Reasons for Change Orde	rs:

END OF ATTACHMENT E



ATTACHMENT F

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

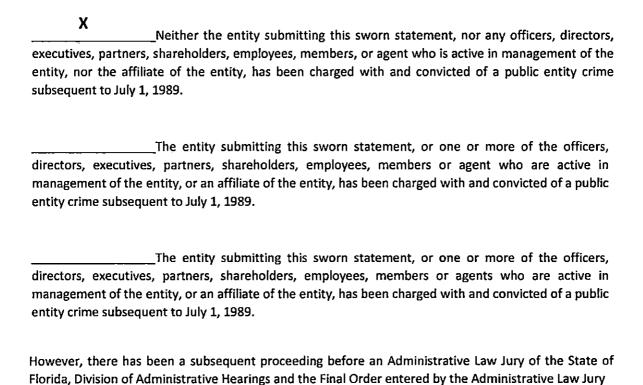
This sworn statement is submitted to: The City of Flagler Beach (Public entity)

- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
- 1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.



- 3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six
 - (36) months shall be considered an affiliate.
 - 4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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





determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF FLAGLER IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: <u>Jeffrey Lademann</u>
Date:
State of: Florida
County of:Flagler

ACKNOWLEDGEMENT

STATE OF FLORIDA	
COUNTY OF Flager	Jennyer S. Bennett
9	Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of	HILLER'S BENNILL
online notarization OR physical presence	Mission etc.
this 19 day of March 2025.	
Personally Known 🖾 OR Produced identification 🗌	*
Personally known & OK Produced identification	To conded they so is a
Type of Identification Produced:	All Insulation of Children
Type of Identification Produced:	UBLIC, STATE OF THE MENT OF THE PROPERTY OF TH

END OF ATTACHMENT F



ATTACHMENT G AFFIDAVIT OF NON-COLLUSION

SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERIUR CONTAINED IN THE FOREGOING BID FOR PUBLIC WOR	
Dated this <u>19th</u> day of March	, 20 <u></u> 25
Jeffrey Lademann - Lads Construction Services LLC (Bidder Name)	
President	
(Title) Oeffrey Lademann	
(Signature)	
ACKNOWLEDGEMENT	
STATE OF FLORIDA COUNTY OF Hagler	Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of	WINDERS. BENNING
online notarization OR physical presence 11 this 19 day of MARCH, 20 25	COMMISSION
Personally Known OR Produced identification	#HH 196833
Type of Identification Produced:	Jan Insural Committee

END OF ATTACHMENT G



ATTACHMENT H CERTIFICATION OF NON-SEGREGATED FACILITIES

SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: Jeffrey Lademann - Lads Construction Services LLC
Signature:
700 g
Date: 03/19/2025
Date. 03/13/2023
·
Title: President
Title: Fresident
Official Address: 6 Maple Street Flagler Beach, FL 32136

END OF ATTACHMENT H



ATTACHMENT I DRUG-FREE WORK PLACE SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

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

	Lads Construction Services LLC	loes hereby: (Name of
Busines		, ,
1.	Publish a statement notifying employees that the unlawful manufacture, possession, or use of a controlled substance is prohibited in the workplace and specific between against employees for violations of such prohibition.	
2.	Inform employees about the dangers of drug abuse in the workplace, the business a drug-free workplace, any available drug counseling, rehabilitation, and employ and the penalties that may be imposed upon employees for drug abuse violation	vee assistance programs,
3.	Give each employee engaged in providing the commodities or contractual service copy of the statement specified in subsection (1).	ices that are proposed a
 4. 5. 	In the statement specified in subsection (1), notify the employees that, as a condition of working on commodities or contractual services that are under proposal, the employee will propose by the term the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or state, for a violation occurring in the workplace no later than five (5) days after such conviction. 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 matters set forth above.	h implementation of the
As the require	person authorized to sign the statement, I certify that this firm complies ments.	fully with the above
	Name: Jeffrey Lademann - Lads Construction Services LLC Signature: Jeffrey Lademann Date: 03/19/2025 Title: President	

END OF ATTACHMENT I



ATTACHMENT J CONFLICT OF INTEREST STATEMENT SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

Be	fore me, the undersigned authority, personally appeared <u>Jeffrey Ldemann</u> ,
wh	o was duly sworn, deposes, and states:
1.	l am the <u>President</u> of <u>Lads Construction Services LLC</u> with a local
	office in Flagler Beach and principal office in Flagler Beach .
2.	The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as bid number FB-250102 .
3.	The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4.	The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5.	Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6.	Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7.	Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8.	I certify that no member of the entity's ownership, management, or staff has a vested interest in an aspect of or Department of the City of Flagler Beach.
9.	I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10.	In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.
	Jeffrey Lademann
Sign	nature of Affiant



ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF Flagler	Jennife S. Bennett
Sworn to (or affirmed) and subscribed before me by means of online notarization \(\begin{align*} OR & \text{physical presence } \end{align*} \) this \(\begin{align*} 19 & \text{day of } & \text{MARCH} & \text{, 20 } \end{align*} \) Personally Known \(\begin{align*} OR & \text{Produced identification } \end{align*}	Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Type of Identification Produced:	JOSEPH INSURANCE OF THE PROPERTY OF THE PROPER

END OF ATTACHMENT J

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ATTACHMENT K COMPLIANCE WITH THE PUBLIC RECORDS LAW

SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Flagler Beach in a separate envelope marked accordingly.

Company Name: <u>Lads Construction Serv</u>	rices LLC	
Authorized representative Printed Nam	e: <u>Jeffrey Lademann</u>	_
Authorized Representative Signature: _	Jeffrey Lademann	_
Date: <u>03/19/2025</u>		

END OF ATTACHMENT K



ATTACHMENT L AMERICANS WITH DISABILITIES ACT AFFIDAVIT SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: Lads Construction Services LLC

Type of Identification Produced:

Authorized Signature: Jeffrey Lademann	·
Date: 03/19/2025	
Title: President	
Affix Corporate Seal:	
ACKNOWLEDGEMENT	
STATE OF FLORIDA COUNTY OF FLAGLEY	Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below:
Sworn to (or affirmed) and subscribed before me by means of online notarization OR physical presence this 19 day of MARCH, 20 05.	THERS. BENNEY SHIPS OF THE STATE OF THE STA
Personally Known 🕅 OR Produced identification 🗌	三字: #HH 196833 · 字 三

City of Flagler Beach Police Dept. & City Hall - Hurricane Milton Damage Repairs
Page **31** of 178

END OF ATTACHMENT L



ATTACHMENT M ADDITIONAL PROCUREMENT CLAUSES FOR FEMA-RELATED PROJECTS

REQUEST FOR QUALIFICATION FORMS

TERMINATION FOR CAUSE AND CONVENIENCE

- 1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the City to terminate the Agreement, in whole or in part, as further set forth in this Section 17, if Contractor: (i) fails to begin the Work under the Contract Documents within the time specified herein; (ii) fails to properly and timely perform the Work as directed by the City or as provided for in the approved Progress Schedule; (iii) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; (iv) discontinues the prosecution of the Work; (v) fails to resume Work which has been suspended within a reasonable time after being notified to resume Work; (vi) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (vii) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (viii) makes an assignment for the benefit of creditors; (ix) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; and/or (x) materially breaches any other provision of the Contract Documents.
- 2. City shall notify Contractor in writing of Contractor's default(s). If the City determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the City, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the City, in its sole discretion, may choose.
- 3. If the City deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages, and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by the City incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to City, on demand, the full amount of such excess, including costs of collection, attorneys' fee (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the City to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the City, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- 4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the City in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder.



5. If, after notice of termination of Contractor's right to proceed pursuant to this Section 17, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the City is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the City shall be the same as and

limited to those afforded Contractor below under Subsection 18.1, below, regarding termination of the Agreement for convenience.

BUILD AMERICA BUY AMERICA ACT (BABAA)

The Office of Management and Budget (OMB) has revised its guidance in Title 2 of the Code of Federal Regulations (2 CFR) to add a new part 184 and revise 2 CFR § 200.322. The new part 184 provides guidance to federal agencies on how to apply the domestic content procurement preference as set forth in the Build America, Buy America Act (BABAA) to federal financial assistance for infrastructure projects.

The revised provision in 2 CFR § 200.322 specifies that federal agencies providing federal financial assistance for infrastructure projects must implement the BABAA requirements set forth in <u>2 CFR part 184</u>. This link's URL is https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184.

DEBARMENT AND SUSPENSION

- I. The City shall have the right to terminate the Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against City shall be limited to (i) that portion of the Contract Amount earned through the date of termination; (ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- 2. The City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

DAVIS-BACON ACT



As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

"The Contractor, CPH, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that: i. Are *not used* as a substantial or essential component of any system; *and*



- (ii). Are not used as critical technology of any system.
- (lii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts.

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

Copyright and Data Rights



The Contractor grants to the City of Flagler Beach, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Flagler Beach or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Flagler Beach data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Flagler Beach.

END OF ATTACHMENT M



REQUEST FOR QUALIFICATION FORMS

ATTACHMENT N LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. In the table below, list all subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. Use additional sheets as necessary.

Company Name	Description	Contact Name, Phone, and Email	
S&G Drywall	Drywall / stuccoCompany	Sammy Guevara, (386)-479-7120 Samguevara22@gmail.com	
Lads Construction Services	CGC- In house employees will handle Demo, Ceiling tiles / tracks framing / painting / flooring, trim work etc	Jeffrey Lademann, (386)-793-4342 Jeffrey@ladsconstructionllc.com	
Cains Electric	Commercial Electrical Company	Shaunh Haffner (386)-562-7837 Shaunh@cainselectric.com	
Rods Carpet and tile	Carpet / Tile supplier	Jim Staresinic Rod's Carpet, Tile & Wood 386-677-8721 rodscarpetshop@gmail.com	
_			

END OF ATTACHMENT N



SECTION 00 11 53 REQUEST FOR QUALIFICATION FORMS ATTACHMENT O

LIST OF LICENSES and CERTIFICATIONS

License/Cert. Name	Number	Issuing Authority	Expiration Date
S&G Drywali	FC:26746	East Florida Insurance LLC	05/13/25
Lads Construction Services LLC	CGC:1528439	Hayward Brown - Flagler, Inc. 3200 E. Moody Blvd. P.O. Box 1669 Bunnell FL	01/27/2026
Cains Electric	EC13003801	Foundation Risk Partners, Corp. dba Foundation Risk Partners of Florida 780 W Granada Blvd Ormond Beach FL 32174	01/01/2026
			······································

END OF ATTACHMENT O



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ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
 - A. Issuing Office The office from which the Bidding Documents are to be issued.

NOTE(S) TO USER:

- In addition to terms specifically defined, terms with initial capital letters in the Bidding Requirements include references to identified articles and paragraphs, and the titles of other documents or forms.
- Additional defined terms applicable to the Bidding Requirements should be included here and should be used uniformly throughout the Bidding Requirements with initial capitals. Additional defined terms applicable to the Contract Documents should be included in the Supplementary Conditions. Note the difference in the meanings of the terms "Bidding Requirements" and "Bidding Documents," as defined in the General Conditions, Paragraph 1.01.A.
- It is strongly recommended that the Issuing Office be identified in the invitation to bid or advertisement. See EJCDC® C-111, Suggested Advertisement for Bids for Construction Contracts. If not, it should be identified in these Instructions.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office as stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit all qualification forms listed below which are included in the bid documents:
 - A. Attachment A Certificate of Corporation
 - B. Attachment B Contractor Questionnaire
 - C. Attachment C Required Disclosure
 - D. Attachment D Bidder Information



- E. Attachment E Experience of Bidder
- F. Attachment F Sworn Statement Under Section 287.133(3) (A), Florida Statutes, on Public Entity Crimes
- G. Attachment G Affidavit of Non-Collusion
- H. Attachment H Certification of Non-Segregated Facilities
- I. Attachment I Drug-Free Workplace
- J. Attachment J Conflict of Interest Statement
- K. Attachment K Compliance with Public Records Law
- L. Attachment L Americans with Disabilities Act Affidavit
- M. Attachment M List of Licenses and Certifications
- N. Attachment N.- List of Proposed Subcontractors/Suppliers
- O. Attachment O List of Proposed Equipment
- 3.02 A Bidder's failure to submit required qualification information shall disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental



Conditions that have been identified at or adjacent to the Site.

- Technical Data contained in such reports and drawings.
- 2. The Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. If the Supplementary Conditions do not identify Technical Data, the default definition Technical Data set forth in Article 1 of the General Conditions will apply.
- 3. Geotechnical Baseline Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR). The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.



- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

- 5.01 It is the responsibility of each Bidder before submitting a Bid to:
 - A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions,



especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at he price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 - PRE-BID CONFERENCE

6.01 There will be a Pre-Bid Meeting on Monday March 3, 2025

at 10:00 am eastern standard time. Meeting to be held at Flagler City Hall Commission Chambers located at:

105 Second Street South Flagler Beach, FL 32136

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the City Clerk's office in writing (via email), Penny Overstreet - poverstreet@cityofflaglerbeach.com



Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. The last day to submit questions is Friday, March 14, 2025 at 5:00 PM EST. Questions received after that date and time may not be answered. Only questions answered by Addenda will be binding. Oral, emailed and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified



or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "orequal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed. If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.



- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID

14.01 Lump Sum

A. Bidders shall submit a Bid on a lump sum Basis for both the Base Bid and Alternate #1.

14.02 Unit Price (if used)

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in



favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."
- 15.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 15.03 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."
- 15.04 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids



and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security (if any) prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 - BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT



21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 - ALIEN WORKERS

22.01 The City of Flagler Beach does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by the City of Flagler Beach.

ARTICLE 23 - E-VERIFY

23.01 The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

END OF SECTION



SECTION 00 22 13 STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 - Agreement—The written instrument, executed by Owner and Contractor, that sets
 forth the Contract Price and Contract Times, identifies the parties and the Engineer, and
 designates the specific items that are Contract Documents.
 - Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 4. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 - 5. Bidder—An individual or entity that submits a Bid to Owner.
 - 6. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 - 7. Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 - Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 - 9. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 - 10. Claim—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to



- 11. address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
- 12. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 13. Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
- 14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- 15. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- 16. Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 17. Contractor—The individual or entity with which Owner has contracted for performance of the Work.
- 18. Cost of the Work—See Paragraph 13.01 for definition.
- 19. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 20. Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.
- 21. Engineer—The individual or entity named as such in the Agreement.
- 22. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 23. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are



controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

- Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 25. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 26. Milestone—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
- 27. Notice of Award—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- 28. Notice to Proceed—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 29. Owner—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 30. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 31. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
- 32. Project Manual—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
- 33. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
- 34. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- 35. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
- 36. Schedule of Values—A schedule, prepared and maintained by Contractor, allocating



portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

- 37. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- 38. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- 39. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- 40. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- 41. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 42. Successful Bidder—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
- 43. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.
- 44. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 45. Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
- 46. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey



electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, stormwater, other liquids or chemicals, or traffic or other control systems.

- 47. Unit Price Work—Work to be paid for on the basis of unit prices.
- 48. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- 49. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives:
 - 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day:

 The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective:

- 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).



E. Furnish, Install, Perform, Provide:

- The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. Evidence of Owner's Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the



C. Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

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

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - The Progress Schedule will be acceptable to Engineer if it provides an orderly
 progression of the Work to completion within the Contract Times. Such acceptance will
 not impose on Engineer responsibility for the Progress Schedule, for sequencing,
 scheduling, or progress of the Work, nor interfere with or relieve Contractor from
 Contractor's full responsibility therefor.



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

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there



- 2. were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 3. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies:

- 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- 2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
- Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

- Except as may be otherwise specifically stated in the Contract Documents, the
 provisions of the part of the Contract Documents prepared by or for Engineer shall take
 precedence in resolving any conflict, error, ambiguity, or discrepancy between such
 provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code,



- or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- c. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

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

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed



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

4.02 Starting the Work

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

4.03 Reference Points

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

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.



- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.



C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas:
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any



part

of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. Reports and Drawings: The Supplementary Conditions identify:
 - those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and



Engineer in writing about such condition. Contractor shall not further disturb such condition or perform Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. Engineer's Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Possible Price and Times Adjustments:
 - Contractor shall be entitled to an equitable adjustment in Contract Price or Contract
 Times, or both, to the extent that the existence of a differing subsurface or physical
 condition, or any related delay, disruption, or interference, causes an increase or
 decrease in Contractor's cost of, or time required for, performance of the Work; subject,
 however, to the following:
 - such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 - Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract



Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
- If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 - Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications



to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. Possible Price and Times Adjustments:
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 - Technical Data contained in such reports and drawings.
- B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with



respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
- any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- D. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- E. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- F. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if



any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- G. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- H. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06. I shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 - BONDS AND INSURANCE

- 6.01 Performance, Payment, and Other Bonds
 - A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one



year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and



documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - claims for damages because of bodily injury, occupational sickness or disease, or death
 of Contractor's employees (by stop-gap endorsement in monopolist worker's
 compensation states).



- Foreign voluntary worker compensation (if applicable).
- B. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. Commercial General Liability—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 - 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every



one of the underlying policies.

- F. Contractor's pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds. Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. Contractor's professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- 1. General provisions: The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts



any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or



assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

- cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
- 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
- 6. extend to cover damage or loss to insured property while in transit.
- allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
- provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
- 10. not include a co-insurance clause.
- 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
- 12. include performance/hot testing and start-up.
- be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. Deductibles: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or



used by Owner shall remain covered by the builder's risk insurance.

- E. Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to
 - the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - loss or damage to the completed Project or part thereof caused by, arising out of, or
 resulting from fire or other insured peril or cause of loss covered by any property
 insurance maintained on the completed Project or part thereof by Owner during partial
 occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant
 to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors,



members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.



B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site may be performed during the hours of 7:00 am to 10:00 pm, seven days a week.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole:
 - it has a proven record of performance and availability of responsive service;
 and



- it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
 - there will be no increase in cost to the Owner or increase in Contract Times;
 and
 - it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. Treatment as a Substitution Request: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:



- a. hall certify that the proposed substitute item will;
 - perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.

b. will state:

- the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from that specified, and
- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. Contractor's Expense: Contractor shall provide all data in support of any proposed



substitute at Contractor's expense.

F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and



Suppliers known to Contractor at the time of submittal.

- Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - shall create any obligation on the part of Owner or Engineer to pay or to see to the
 payment of any money due any such Subcontractor, Supplier, or other individual or
 entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising



out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

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

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a



negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

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

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's



safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

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

7.14 Hazard Communication Programs

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

7.15 Emergencies

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

7.16 Shop Drawings, Samples, and Other Submittals

- A. Shop Drawing and Sample Submittal Requirements:
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract



Documents;

- determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. Submittal Procedures for Shop Drawings and Samples: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. Shop Drawings:

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. Samples:

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
- Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. Other Submittals: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the



Specifications.

D. Engineer's Review:

- Engineer will provide timely review of Shop Drawings and Samples in accordance with
 the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will
 be only to determine if the items covered by the submittals will, after installation or
 incorporation in the Work, conform to the information given in the Contract Documents
 and be compatible with the design concept of the completed Project as a functioning
 whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
- Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
- Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. Resubmittal Procedures:

- Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-



off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective for a period of one year. The pump supplier shall provide a two-year warranty on the Pumps, Electrical Control Panel and any supplied appurtenances with the pump package that shall be transferred to the City. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and



against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18. A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance



and design criteria that such services must satisfy.

- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent



to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

- the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
- an itemization of the specific matters to be covered by such authority and responsibility; and
- 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damage, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may



impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

- 9.01 Communications to Contractor
 - A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 9.02 Replacement of Engineer
 - A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.
- 9.03 Furnish Data
 - A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
 - A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
 - A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
 - A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.



9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

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

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

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

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a



- greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. This project was designed in-house by the City Engineer. The Project Representative will be the City-assigned Project Manager. This person will be assigned and present at the Mandatory Pre-Bid conference and will remain in that period for the duration of the project.
- B. The RPR shall not:
 - Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2 Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3 Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by City Project Manager.
 - 7 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 8 Authorize Owner to occupy the Project in whole or in part.

10.04 Rejecting Defective Work

- B. Engineer has the authority to reject Work in accordance with Article 14.
- 10.05 Shop Drawings, Change Orders and Payments
 - B. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
 - C. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
 - D. Engineer's authority as to Change Orders is set forth in Article 11.



- E. Engineer's authority as to Applications for Payment is set forth in Article 15.
- 10.06 Determinations for Unit Price Work
 - B. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.
- 10.07 Decisions on Requirements of Contract Documents and Acceptability of Work
 - B. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- 10.08 Limitations on Engineer's Authority and Responsibilities
 - B. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
 - C. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
 - D. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
 - Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
 - F. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.
- 10.09 Compliance with Safety Program
 - B. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK



11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. Change Orders:

- a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
- b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work,
 (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
- 2. Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
- 3. Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such

document, Contractor shall promptly proceed with the Work involved; or, in the case of a



deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - where the Work involved is not covered by unit prices contained in the Contract
 Documents and the parties do not reach mutual agreement to a lump sum, then on the
 basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a
 Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - a mutually acceptable fixed fee; or
 - if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with



respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- the amount of credit to be allowed by Contractor to Owner for any change which
 results in a net decrease in cost will be the amount of the actual net decrease in
 cost plus a deduction in Contractor's fee by an amount equal to five percent of such
 net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in



writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- 3. Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

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

ARTICLE 12 - CLAIMS

12.01 Claims



- A. Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - Disputes that Engineer has been unable to address because they do not involve the
 design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of
 the Work, or other engineering or technical matters.
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation:

- At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
- 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
- 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A



- denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - To determine the value of a Change Order, Change Proposal, Claim, set-off, or other
 adjustment in Contract Price. When the value of any such adjustment is determined on
 the basis of Cost of the Work, Contractor is entitled only to those additional or
 incremental costs required because of the change in the Work or because of the event
 giving rise to the adjustment.
- B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor



shall make provisions so that they may be obtained.

- 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
- Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
- 5. Supplemental costs including the following:
 - The proportion of necessary transportation, travel, and subsistence expenses
 of Contractor's employees incurred in discharge of duties connected with the
 Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.



- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.8.1 or specifically covered by Paragraph 13.01.8.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. Cash Allowances: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at



the Site, and all applicable taxes; and

- Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work (if used)

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - Contractor believes that it is entitled to an increase in Contract Price as a result of having
 incurred additional expense or Owner believes that Owner is entitled to a decrease in
 Contract Price, and the parties are unable to agree as to the amount of any such increase
 or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work



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

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to



such notice.

14.03 Defective Work

- A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective for a period of one year. The pump supplier shall provide a two-year warranty on the Pumps, Electrical Control Panel and any supplied appurtenances with the pump package that shall be transferred to the City.
- B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal; replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work



- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and



- employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set- offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments:

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

C. Review of Applications:

 Engineer will, within 10 business days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment



and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.



- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due:

 Thirty (30) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner setoffs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner:

- In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;



- the Contract Price has been reduced by Change Orders;
- an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
- Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the



preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer



shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment:

- After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
- The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other

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burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. Engineer's Review of Application and Acceptance:

- If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the



Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

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

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause



- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent



provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:
 - A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and



- 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:
 - elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - agree with the other party to submit the dispute to another dispute resolution process;
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 - MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if: delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.
- B. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.02 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.03 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.04 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

City of Flagler Beach Police Dept. & City Hall - Hurricane Milton Damage Repairs



18.05 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.06 Controlling Law

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

18.07 Headings

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

END OF SECTION



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SECTION 00 22 15 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 — AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

ARTICLE 6 - BONDS AND INSURANCE

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:



1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

	State:		Statutory
	Federal, if applicable (e.g., Longshoreman's):		Statutory
	Jones Act coverage, if applicable:		
	Bodily injury by accident, each accident	\$_	NA
	Bodily injury by disease, aggregate	\$	_NA
	Employer's Liability:		
	Bodily injury, each accident	\$	500,000.00
	Bodily injury by disease, each employee	\$	500,000.00
	Bodily injury/disease aggregate	\$_	1,000,000.00
	Foreign voluntary worker compensation	_	Statutory
2.	Contractor's Commercial General Liability under Paragraphs 6.03.B a 6.03.C of the General Conditions:	nd	
	General Aggregate	\$_	2,000,000.00
	Products - Completed Operations Aggregate	\$	1,000,000.00
	Personal and Advertising Injury	\$	1,000,000.00
	Each Occurrence (Bodily Injury and Property Damage)	\$	1,000,000.00
3.	Automobile Liability under Paragraph 6.03.D. of the General Conditions:		
	Bodily Injury:		
	Each person	\$_	500,000.00
	Each accident	\$_	1,000,000.00
	Property Damage:		
	Combined Single Limit of	\$_	1,000,000.00



4.	Excess or Umbrella Liability:		
	General Aggregate	\$	1,000,000.00
5.	Contractor's Professional Liability:		
	Each Claim	\$	1,000,000.00
	Annual Aggregate	Ś	2,000,000.00

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ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

- A. If the Owner has no objections to the Contractor working multiple shifts, weekends, and legal holidays, use the following:
 - SC-7.02.B. Delete Paragraph 7.02 B. in its entirety, and insert the following:
 - B. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.
 - SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the Florida Rules of Civil Procedure, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of



legal or

- equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.



SECTION 00 26 00 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between	The City of Flagler Beach	("Owner") and
	Lads Construction Services LLC	("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Hurricane Milton Damage Repairs to Flagler Beach Public Library.

ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Hurricane Milton Damage Repairs to Flagler Beach Public Library.

ARTICLE 3 - ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Flagler Beach.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
 - A. All time limits for Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
 - A. The Work will be substantially completed within Ninety (90) days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within One Hundred Twenty (120) days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):



- Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires
 after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A
 above for Substantial Completion until the Work is substantially complete.
- Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

1

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of



Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.



- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 132 to 137, inclusive).
 - 2. The Drawings (Sheets A1 A2, attached separately).
 - 3. Performance bond (pages 144 to 146, inclusive).
 - 4. General Conditions (pages i to v and pages 59 to 125, inclusive).
 - 5. Supplementary Conditions (pages 127 to 131, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Issued Addenda
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (pages i to ii and pages 138 to 143, inclusive).
 - The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.



ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions. Assignment of Contract
- B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to
 influence the bidding process or the execution of the Contract to the detriment of Owner,
 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive
 Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with
 or without the knowledge of Owner, a purpose of which is to establish Bid prices at
 artificial, non-competitive levels; and
 - "coercive practice" means harming or threatening to harm, directly or indirectly, persons
 or their property to influence their participation in the bidding process or affect the
 execution of the Contract.



OWNER:	CONTRACTOR:		
	Lads Construction Services LLC		
Ву:	By: <u>Jeffrey Lademann</u>		
Title:	Title: <u>President</u>		
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)		
Attest:	Attest: Jennyer S. Bennett		
Title:	Attest: Janya S. Dennett Title: Witness		
Address for giving notices:	Address for giving notices:		
	1312 South Central Ave, Flagler Beach FL 32136		
	License No.: CGC:1528439		

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)



SECTION 00 41 13 BID FORM

HURRICANE MILTON DAMAGE REPAIRS TO FLAGLER BEACH POLICE DEPT. AND CITY HALL

105 SOUTH SECOND STREET (CITY HALL)
320 SOUTH FLAGLER AVE (POLICE DEPARTMENT)
FLAGLER BEACH, FLORIDA 32136

CITY PROJECT NO: 285

CITY INVITATION TO BID NO: FB 25-0219



FEBRUARY 2025



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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Flagler Beach 105 S 2nd Street Flagler Beach, FL 32136

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
1	03/19/25
·	

- B. Bidder (or authorized representative) has attended the Mandatory Pre-Bid Conference.
- C. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- D. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.



- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;



- "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 <u>BASE BID</u>: Bidder will complete the Base Bid Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price (Total of All Work)	\$ 116,975.10
1	

5.02 UNIT PRICING

A. POLICE DEPARTMENT BUILDING:

item	Description	Est.	Unit	Unit Cost	Cost
1	Mobilization/Demobilization	1	LS	1800	1800
2	General Conditions	1	LS	1800	1800
3	Window Frame Repair, Exterior	1	LS	2500	2500
4	Hardie Board Purchase and Install	1	LS	1800	1800
5	Exterior Paint	1	LF	1800	1800
6	Window Frame Repair, Interior	1	เร	600	600
7	Drywall Purchase and Install	1	LS	3000	3000
8	Texture and Painting	1	LS	2700	2700
9	Base, Ceramic Tile Purchase and Install	1	LS	1320	1320
10	Base, Wood Purchase and Install	1	LS	1280	1280
11	Addendum 1 03/19/25	1	LS	15756	15756
				SUBTOTAL	\$34,356
	10% CONTINGENCY				\$3,435.6
		тот	AL BASE B	ID AMOUNT	\$37,791.6



B. CITY HALL/MUSEUM BUILDING:

Item	Description	Est.	Unit	Unit Cost	Cost
1	Mobilization/Demobilization	1	Ľ	3750	3750
2	General Conditions	1	LS	3750	3750
3	Drywall Purchase and Install	1	ន	7320	7320
4	Texture and Painting	1	LS	8460	8460
5	Carpeting Purchase and Install	1	LF	10375	10375
6	Base, Rubber Purchase and Install	1	LS	1500	1500
7	Acoustical Ceiling Tiles and Grid Adjustment	1	LS	12900	12900
8	Fixtures Purchase and Install	1	ន	1200	1200
9	Ceiling Deck Repair in CC Chambers	1	LS	1200	1200
10	Exterior Texture Columns - Museum	1	LS	600	600
11	Canopy Repair - Museum	1	LS	7440	7440
12	Exterior Paint	1	LS	1800	1800
13	Addendum 1 03/19/25	1	LS	11690	11690
	SUBTOTAL				
	10% CONTINGENCY				\$7,198.50
TOTAL BASE BID AMOUNT				\$79,183.50	

ARTICLE 6 - TIME OF COMPLETION

- 6.01 The Project shall be substantially completed within Ninety (90) days from the Notice to Proceed.

 An additional Thirty (30) days shall be used to complete any outstanding issues or punch-list items. Final Completion shall be One Hundred Twenty (120) days from Notice to Proceed.
- 6.02 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages established as Five Hundred (\$500) per day beyond the 120 days of total project time.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Performance security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;



- F. Required Bidder Qualification Statement with supporting Attachments A through O; and
- G. Submit sealed bids including one (1) original copy and one (1) electronic copy in pdf format on USB thumb drive.

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Lads Constr	uction Services LLC
By: [Signature] _	Jeffrey Lademann
[Printed name] (If Bidder is a corpo evidence of authority	Jeffrey Lademann pration, a limited liability company, a partnership, or a joint venture, attach v to sign.)
Attest: [Signature] _	Jennifer & Bennett
[Printed name]	Jennifer & Bennett
Title:	President
Submittal Date: _	03/20/2025
Address for giving no	tices: 1312 South Central Ave Flagler Beach, FL 32136
Telephone Number:	386-793-4342
Fax Number:	
Contact Name: Jef	frey Lademann
Contact e-mail addre	Jeffrey@ladsconstructionllc.com
Bidder's License No.:	CGC:1528439



SECTION 00 43 25 PERFORMANCE BOND

OWNER	
City of Flagler Beach 105 S 2 nd Street Bor Flagler Beach, FL 32137	nd paperwork attached to end of documents.
CONSTRUCTION CONTRACT	
Effective Date of the Agreement:	
Amount: Description: City of Flagler Beach Bid Number	r FB-250102 Public Library Hurricane Milton Damage
Repairs, Flagler Beach, FL 32136	, , o 250101 , usino 212.u., , transcana immeni 52.mage
BOND	
Bond Number:	
Date (not earlier than the Effective Date of the Agreement of	the Construction Contract):
Amount: Modifications to this Bond Form: None	K See Paragraph 16
ividumications to this bond room; None	See raiagraph 10
his Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL	SURETY
Surety and Contractor, intending to be legally bound his Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL (seal) Contractor's Name and Corporate Seal	orized officer, agent, or representative.
his Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL (seal)	SURETY
this Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL (seal) Contractor's Name and Corporate Seal	SURETY
this Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL	SURETY
contractor's Name and Corporate Seal Signature	SURETY
this Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL (seal) Contractor's Name and Corporate Seal By: Signature Print Name	SURETY
contractor's Name and Corporate Seal Signature Print Name	SURETY
his Performance Bond to be duly executed by an auth CONTRACTOR AS PRINCIPAL	SURETY
this Performance Bond to be duly executed by an authonormation (seal) Contractor's Name and Corporate Seal By: Signature Print Name Signature Signature	SURETY



- 1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
- 3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- 4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- 5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract,

- arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced



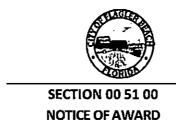
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction

Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



Owner: City of Flagler Beach Owner's Project No.: Engineer: Engineer's Project No.: Project: City of Flagler Beach Bid Number FB-250102 Public Library Hurricane Milton Damage Repairs, Flagler Beach, FL 32136 TO BIDDER: that you are the Successful Bidder and are awarded a Contract for: City of Flagler Beach Bid Number FB- 250102 Public Library Hurricane Milton Damage Repairs, Flagler Beach, FL 32136 The Contract Price of the awarded Contract is: \$_ One (1) unexecuted counterparts of the Agreement accompany this Notice of Award and one copy of the Contract Documents has been made available to Bidder electronically. a set of the Drawings will be delivered separately from the other Contract Documents. You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award: 1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder. 2. Deliver with the executed Agreement(s) the Contract security [e.g., performance bond] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6. 3. Other conditions precedent (if any): None Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions. Owner: City of Flagler Beach Authorized Signature: **END OF SECTION**



SECTION 00.51 20 NOTICE TO PROCEED

Owner:	City of Flagler Beach	Owner's Contract No.:	
Contractor	:	Contractor's Project No.:	
Engineer:		Engineer's Project No.:	
Project:		Effective Date of Contract:	, 20
TO CONTRACT	OR:		
	by notifies Contractor that the, 20	Contract Times under the above Contract	will commence to run on
the Site pri Completion thirty (120) Before starting	or to such date. In accordance n is Ninety (90) days and the).	g its obligations under the Contract Docume with the Agreement, the number of calend number of days to achieve readiness for actor must comply with the following: Co	dar days to achieve Substantial final payment is one hundred
City Represent	ative:		
Authorized Sig	nature		
Ву:			
-			
Date Issue	d:		
	•	END OF SECTION	



SECTION 00 61 10

	-			Work Ch	nange Directive No.
Date of Issuance	e:		Effective Date:		
Owner:	City of Flagler Beach		Owner's Project No.:		
Contractor:			Contractor's Project No	0.:	
Engineer:	Mead & Hunt		Engineer's Project No.:	: R10007	09-231716.01
Project:	CITY OF FLAGLER BEACH I	HURRICANE	WASTEWATER MANAG	GEMENT	SYSTEM
RESTORATION	- LIFT STATIONS				
Contractor is d	irected to proceed promptly v	vith the follo	wing change(s): Descrip	tion:	
Attachments: [List documents supporting cho	ange]			
Directive to pr Contract Time,	ork Change Directive: coceed promptly with the Wo is issued due to: [check one o t on pricing of proposed chan	r both of the	· • —	eing to c	changes on Contract Price and
-	oceed for schedule or other P	_	ns.		
	nge in Contract Price and Con	_		ry):	
Contract Price	\$		[increase] [de	ecrease].	
Contract Time	days		[increase] [de	-	
	ted change in Contract Price:				
Lump Sum			Unit Price		
Cost of the Wo			Other		
RECOMMENDE	D:	AUT	HORIZED BY:		RECEIVED:
By:	В	By:		By:	Castrostor (Authorized
Engineer (Author Signature)	rized Signature)	Owne	er (Authorized Signature)		Contractor (Authorized
Title:	Т	ītle:		Title:	
Date:		Date:		Date:	
Approved by Fu	unding Agency (if applicable)				
By:			Date:		
Title:					



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SECTION 00 62 50 NOTICE OF ACCEPTABILITY OF WORK

PROJECT:	
OWNER: City	of Flagler Beach
CONTRACTO	R:
OWNER'S CO	INSTRUCTION CONTRACT IDENTIFICATION:
EFFECTIVE DA	ATE OF THE CONSTRUCTION CONTRACT:, 20
ENGINEER:	
NOTICE DAT	<u>:</u>
То:	City of Flagler Beach Owner
And To:	Contractor
From:	
	Engineer
payment of C Contract is a	r hereby gives notice to the above Owner and Contractor that Engineer has recommended final contractor, and that the Work furnished and performed by Contractor under the above Construction cceptable, expressly subject to the provisions of the related Contract Documents, the Agreement ner and Engineer for Professional Services dated, 20, and the following terms and this Notice:
CONDITIONS	OF NOTICE OF ACCEPTABILITY OF WORK
	lotice of Acceptability of Work ("Notice") is expressly made subject to the following terms and which all those who receive said Notice and rely thereon agree:
1.	This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
	City of Flagler Beach Police Dept. & City Hall - Hurricane Milton Damage Repairs



- 2. This Notice reflects and is an expression of the Engineer's professional opinion.
- 3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
- 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

by:		
Title:	Project Manager	
Dated:		20



SECTION 00 64 25 CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor: Engineer: Engineer's Project No.: This [preliminary] [final] Certificate of Substantial Completion applies to: All Work	er: preliminary] [final] Cer All Work 	tificate of Sub	ostantial Completion a	Engineer's Proj	-		
This [preliminary] [final] Certificate of Substantial Completion applies to:	oreliminary] [final] Cer All Work	tificate of Sub	ostantial Completion a		ect No.:		
Date of Substantial Completion The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, an Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereo designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract. A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work is accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: None. Amendments to Owner's responsibilities: None Amendments to Owner's None As follows Amendments to Ookner's responsibilities: None As follows: The following documents are attached to and made a part of this Certificate: No Documents Attached. This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is release of Contractor's obligation to complete the Work in accordance with the Contract. EXECUTED BY ENGINEER: RECEIVED: RECEIVED: By:	All Work	tificate of Sub	estantial Completion a	pplies to:	_		
Date of Substantial Completion The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, an Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereo designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract. A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work is accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: None. Amendments to Owner's responsibilities: None As follows Amendments to Owner's responsibilities: None As follows: The following documents are attached to and made a part of this Certificate: No Documents Attached. This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is release of Contractor's obligation to complete the Work in accordance with the Contract. EXECUTED BY ENGINEER: RECEIVED: By: (Authorized signature) Owner (Authorized Signature) Contractor (Authorized Signature)			П				
Date of Substantial Completion The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, an Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereo designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract. A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work is accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: None. Amendments to Owner's responsibilities: None As follows: The following documents are attached to and made a part of this Certificate: No Documents Attached. This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is release of Contractor's obligation to complete the Work in accordance with the Contract. EXECUTED BY ENGINEER: RECEIVED: RECEIVED: By: Owner (Authorized Signature) Contractor (Authorized Signature) Contractor (Authorized Signature) Owner (Authorized Signature) Owner (Authorized Signature) Owner (Authorized Signature)	 Da		_	The following spec	cified portion	s of the Work	:
The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, an Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereodesignated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract. A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work is accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: None. Amendments To Owner's responsibilities: None Amendments to Owner's follows: The following documents are attached to and made a part of this Certificate: No Documents Attached. This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is release of Contractor's obligation to complete the Work in accordance with the Contract. EXECUTED BY ENGINEER: RECEIVED: By: (Authorized signature) Owner (Authorized Signature) Contractor (Authorized Signature) Contractor (Authorized Signature)	Da						
Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion theredesignated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract. A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work is accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: None. Amendments to Owner's responsibilities: None As follows Amendments to Contractor's responsibilities: None As follows: The following documents are attached to and made a part of this Certificate: No Documents Attached. This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is release of Contractor's obligation to complete the Work in accordance with the Contract. EXECUTED BY ENGINEER: RECEIVED: By: (Authorized signature) Owner (Authorized Signature) Contractor (Authorized Signature) Title: Project Manager Title: Title:		te of Substan	itial Completion				
failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work i accordance with the Contract. The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended a follows: None. Amendments to Owner's responsibilities: None As follows Amendments to Contractor's responsibilities: None As follows: The following documents are attached to and made a part of this Certificate: No Documents Attached. This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is release of Contractor's obligation to complete the Work in accordance with the Contract. EXECUTED BY ENGINEER: RECEIVED: RECEIVED: By:	er, and found to be su ted above is hereby e se of Substantial Comp	bstantially co stablished, su pletion in the	mplete. The Date of bject to the provision final Certificate of Su	Substantial Comple s of the Contract p bstantial Completio	tion of the W ertaining to S	ork or portion	on thereof ompletion.
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SUMMARY OF WORK

PART 1 GENERAL

1.01 Section Includes

Summary of work, other contracts, work sequence, operation of existing facilities, use of premises, coordination, cutting and patching.

1.02 Summary of Work

The buildings sustained extensive water damages due to Hurricane Milton. The Project consists of miscellaneous interior and exterior repairs to the City of Flagler Beach Police Department building located at 320 South Flagler Avenue and the City Hall Building (which includes the City Museum) located at 105 South Second Street in Flagler Beach, Florida. These include:

A. POLICE DEPARTMENT

- 1. Repair exterior casing and seals of small windows (2) outside of Vestibule
 - a. Replace missing casing, trim to match existing windows
 - b. Caulk and seal
 - c. Paint to match existing

2. Repair exterior siding

- a. Replace ~30 LF of exterior hardy board at bottom of siding
- b. Remove broken planks
- c. Replace in kind
- d. Seal and Paint to match existing

3. Vestibule and Lobby Repairs

- a. Replace drywall where removed (approx. 132 SF)
- b. Replace missing casing, trim and sill
- c. Texture all wall surfaces (new and existing) and paint to match existing interior wall colors
- d. Remove all remaining base tiles in Vestibule and Lobby
- e. Replace all perimeter base with new ceramic tile (approx. 75 LF) to match existing as closely as possible

4. INT. Office Repairs

- a. Replace drywall where removed (approx. 13 SF)
- Texture all wall surfaces (new and existing) and paint to match existing interior wall colors
- c. Install new ceramic tile on bare floor (tile to match the Break Room floor tile as closely as possible)
- d. Add new base (wood to match the Break Room base as closely as possible) around entire perimeter (approximately 80 LF)



B. CITY HALL

- 1. IT Room [10'x12']
 - a. Repair hole in ceiling (approx. 15 SF)
 - Install drywall to match existing
 - ii Spackle and tape
 - b. Texture entire ceiling (new and existing) and paint to match existing interior colors
 - c. Replace/add new carpet in entire space to match existing as closely as possible
 - d. Install 4" rubber base around entire perimeter (approx. 120 LF) color to be determined
- 2. IT Manager's Office [11'x19']
 - a. Install new ceiling (approx. 210 SF)
 - Install drywall to match existing
 - ii. Spackle and tape
 - Texture entire ceiling (new and existing) and paint to match existing interior colors
 - Install 4" rubber base around entire perimeter (approx. 210 LF) color to be determined
- 3. Main Floor Finance Department [approx. 35'x35']
 - a. Remove existing floor covering and install new carpeting to match existing (approx. 136 YD)
 - b. Install 4" rubber base around entire perimeter (approx. 140 LF)
 - c. Repair hole in ceiling (approx. 5 SF)
 - i. Install drywall to match existing
 - Spackle and tape
 - d. Texture entire ceiling (new and existing) and paint color(s) to be determined
- 4. Finance Director's Office [14'x10'x9'-6" high]
 - a. Repair hole in ceiling (approx. 5 SF)
 - i. Install drywall to match existing
 - Spackle and tape
 - Texture entire ceiling (new and existing) and paint to match existing interior colors
 - Remove existing floor covering and install new carpeting to match existing (approx. 15.5 YD)
 - d. Replace drywall where removed (approx. 30 SF)
 - e. Texture all wall surfaces (new and existing) and paint to match existing interior wall colors
- 5. City Manager's Office
 - a. 'Repair hole in bulkhead (approx. 4 SF)
 - i. Install drywall to match existing



- ii. Spackle and tape
- iii. Paint to match existing
- 6. Kitchen [14'x9']
 - a. Replace all lay-in acoustical ceiling tiles to match existing (126 SF)
 - Remove light/exhaust fixture located above the wall cabinets on east side of room and replace with a lay-in acoustical ceiling tile
- 7. Utility Billing
 - a. Replace three 2'x4' lay-in acoustical ceiling tiles to match existing
 - b. Install new wood base molding around entire perimeter (approx. 90 LF)
- 8. Corridor
 - Replace all lay-in acoustical ceiling tiles to match existing
 - Relevel the grid where drooping
- 9. Toilet Room South side of building [8'x6']
 - a. Remove existing ceiling and support. Replace with new grid and lay-in acoustical ceiling tiles to match existing (approx. 64 SF)
 - b. Replace Light/Exhaust fixture with in-kind fixture
- 10. Toilet Room off the IT Director's office [6'x6']
 - a. Repair hole in bulkhead (approx. 4 SF)
 - i. Install drywall to match existing
 - ii. Spackle and tape
 - Texture entire ceiling (new and existing) and paint to match existing interior colors
- 11. Kitchen/Galley off the Commission Chambers
 - a. Replace two lay-in acoustical ceiling tiles to match existing
- 12. Commission Chambers [approx. 2,000 SF]
 - a. Patch underside of ceiling deck (above the lay-in ceiling grid) (approx. 25 SF)
 - b. Remove and discard all lay-in acoustical ceiling tiles
 - c. Relevel the existing grid and repaint black
 - d. Replace all of the lay-in acoustical ceiling tiles with new black 2'x4' tiles

C. MUSEUM

- 1. Columns
 - a. Retexture both columns
 - b. Repaint to match existing color



2. Canopy Ceiling

- Remove four rusted/damaged steel stud stringers and replace with new to match existing
- b. Replace entire ceiling with materials to match existing (verify hardy board with plaster) (approx. 75 SF)
- Texture entire ceiling (new and existing) and paint to match existing exterior colors

3. Toilet Room [6'x6']

- a. Repair hole in ceiling (approx. 4 SF)
- b. Install drywall to match existing
- c. Spackle and tape
- d. Texture entire ceiling (new and existing) and paint to match existing interior colors

1.03 Work Sequence

The Contractor's sequence of work may be of his choosing in order to complete the work in the allowed time frame while accommodating other contractors on site.

1.04 Contractor Use of Premises

Confine operations at the site to areas permitted by applicable laws, ordinances, permits, and by the Contract Documents. Do not unreasonably encumber the site with materials or equipment. Do not load structures with weight that will endanger the structure. The Contractor shall assume full responsibility for protection and safekeeping of products stored on the job site.

1.05 Coordination

- A. The Contractor shall be fully responsible for the coordination of its work and the work of its employees, subcontractors, and suppliers and to assure compliance with schedules.
- B. The coordination requirements of this Section are in addition to the requirements of the front-end bidding documents issued by the City.
- C. It is the Contractor's responsibility to coordinate with all the utilities regarding locates, testing, or relocations.

1.06 Cutting and Patching

- A. The Contractor shall, at no additional expense to the City, perform cutting and patching necessary to the completion of the Project. Perform cutting and patching in a manner to prevent damage to the structure or previously completed work.
- B. Refinish surfaces as necessary to provide an even finish.



PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used



SECTION 01270

MEASUREMENT AND PAYMENT - LUMP SUM CONTRACTS

PART 1 GENERAL

1.01 GENERAL

- A. Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items. Work for which there is not a pay item will be considered incidental to the Contract and no additional compensation will be allowed.
- B. The Owner reserves the right to modify work as may be necessary and increase or decrease quantities of work to be performed, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof.
- C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price cost for completing the work in its entirety. Should the Contractor feel that the cost of any item of the work has not been established by the Bid Form, he shall include the cost for the work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.
- D. The quantities for payment under this Contract shall be determined by actual measurement and payment of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.
- E. Work performed by the Contractor outside the limits of construction shall be at the Contractor's expense.

2.01 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the Owner, in accordance with the applicable method of measurement therefore contained herein.

3.01 PAYMENT ITEMS

A. Items are as enumerated on the bid form and the lump sums provided encompass the entire scope of work as described herein.



SECTION 01320

PROJECT COMPLETION SCHEDULE

PART 1 GENERAL

1.01 Section Includes

Project completion scheduling

1.02 Submittals

- A. Prior to construction, prepare a schedule showing all major activities needed to complete project. Include major material and equipment order and delivery times. Submit to Owner no later than the date of the preconstruction conference. Update the schedule if any major events occur that would alter the previously submitted schedule.
- B. Include on the schedule a minimum float of 1 day every 3 weeks during construction.
- C. Project substantial and final completion dates shown on schedule shall be same as or earlier than the contractual dates.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 Monitoring and Updating of Schedule

- A. Float shown on the schedule belongs to the project.
- B. Progress data shall be accumulated to update the schedule on a monthly basis, prior to submittal of the application for payment. Progress data shall include:
 - Activities started
 - 2. Activities completed
 - 3. Predicted activity starts and predicted activity completions
 - 4. Changes in original duration for specific activities
 - 5. Changes in activity sequences
 - 6. Percent complete on activities



SECTION 01410

REGULATORY REQUIREMENTS AND PERMITS

PART 1 GENERAL

1.01 Section Includes

Regulatory requirements, project permits

1.02 Requirements of Regulatory Agencies

- A. Whenever the Drawings and Specifications conflict with the requirements of the permit, then the requirements of the permit shall govern and the cost of abiding by the provisions of the permit shall be considered incidental to the Contract.
- B. All electrical apparatus and wiring pertaining to a piece of equipment or an appliance furnished and installed under this Contract shall comply with the National Electrical Code and shall be listed by Underwriters Laboratories or bear the approval of a recognized Testing Laboratory approved by the Engineer.

1.03 Project Permits

- A. Prior to construction, the Contractor shall apply for a separate Building Permit for each pump station from the City of Flagler Beach Building Department. Signed and sealed construction plans will be provided to the Contractor for its use in applying for the above permits. The Contractor is to coordinate with each permitting agency in order to determine the number of sets of signed and sealed construction plans that are required and the required sheet size (full size 22"x34" or half size 11"x17").
- B. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit modifications. A copy of all permits for the Project shall be maintained by the Contractor at the project site, and shall be available for review upon request.
- C. The Contractor shall be fully responsible to abide by all provisions of the permits. The Contractor is responsible for the selection, implementation and operation of all measures required by the permits, including the maintenance of said measures as necessary during construction. No additional compensation will be allowed for any work associated with permit requirements.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01420

ABBREVIATIONS

PART 1 GENERAL

1.01 Reference to Standards and Specifications of Technical Societies

- A. Definitions and interpretations shall be as provided in Section 1 of the General Conditions.
- B. Work specified by reference to published standard or specification of government agency, technical association, trade association, professional society or institute, testing agency, or other organization shall meet requirements or surpass minimum standards of quality for materials and workmanship established by designated standard or specification.
- C. Where so specified, products or workmanship shall also meet or exceed additional prescriptive or performance requirements included within Contract Documents to establish a higher or more stringent standard of quality than required by referenced standard.
- D. Where two or more standards are specified to establish quality, product and workmanship shall meet or exceed requirements of most stringent.
- E. Where both a standard and a brand name are specified for a product in Contract Documents, proprietary product named shall meet or exceed requirements of specified reference standard.
- F. Copies of standards and specifications of technical societies and copies of applicable referenced standards have not been bound in these Contract Documents.
- G. Where copies of standards are needed by Contractor, obtain a copy or copies directly from publication source and maintain in an orderly manner at the Site as Work Site records, available to Contractor's personnel, Subcontractors, Owner, and Engineer.

1.02 Abbreviations

A. Following is a list of abbreviations for trade organizations, government agencies, and construction industry organizations to which references may be made in the Contract Documents, with abbreviations used.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Bearing Manufacturers' Association
ACAD	AutoCAD - Computer Aided Design Software manufactured by Autodesk
ACI	American Concrete Institute



AEIC Association of Edison Illuminating Companies

AGA American Gas Association

AGMA American Gear Manufacturers' Association

Al Asphalt Institute

AISC American Institute of Steel Construction

AISI American Iron and Steel Institute

AITC American Institute of Timber Construction

ALS American Lumber Standards

AMCA Air Movement and Control Association
ANSI American National Standards Institute
APA APA The Engineered Wood Association

API American Petroleum Institute

APWA American Public Works Association

ARI Air-Conditioning and Refrigeration Institute
ASAE American Society of Agricultural Engineers

ASCE American Society of Civil Engineers

ASHRAE American Society of Heating, Refrigerating and Air-Conditioning

Engineers, Inc.

ASME American Society of Mechanical Engineers
ASNT American Society for Nondestructive Testing

ASTM ASTM International

AWI Architectural Woodwork Institute

AWPA American Wood Preservers' Association AWPI American Wood Preservers' Institute

AWS American Welding Society

AWWA American Water Works Association

BHMA Builders Hardware Manufacturers' Association

CBM Certified Ballast Manufacturer
CDA Copper Development Association
CGA Compressed Gas Association
CISPI Cast Iron Soil Pipe Institute

CMAA Crane Manufacturers' Association of America

CRSI Concrete Reinforcing Steel Institute

CS Commercial Standard

CSA Canadian Standards Association
CSI Construction Specifications Institute
DIPRA Ductile Iron Pipe Research Association

EIA Electronic Industries Alliance

EJCDC Engineers Joint Contract Documents' Committee

FAA Electrical Test Laboratories
FAA Federal Aviation Administration
FAC Florida Administrative Code

FCC Federal Communications Commission

FDA Food and Drug Administration

FDEP Florida Department of Environmental Protection

FDOT Florida Department of Transportation
FEMA Federal Emergency Management Agency
FIPS Federal Information Processing Standards

FM FM Global



Fed. Spec. Federal Specifications (FAA Specifications)

FS Federal Specifications and Standards (Technical Specifications)

GA Gypsum Association

GANA Glass Association of North America

HI Hydraulic Institute

HMI Hoist Manufacturers' Institute IBC International Building Code

ICBO International Conference of Building Officials

ICC International Code Council

ICEA Insulated Cable Engineers' Association

IFC International Fire Code

IEEE Institute of Electrical and Electronics Engineers, Inc.
IESNA Illuminating Engineering Society of North America

IFI Industrial Fasteners Institute

IGMA Insulating Glass Manufacturer's Alliance

IMC International Mechanical Code

INDA Association of the Nonwoven Fabrics Industry

IPC International Plumbing Code IRI Industrial Risk Insurers

ISA Instrumentation, Systems, and Automation Society ISO International Organization for Standardization

ITL Independent Testing Laboratory

JIC Joint Industry Conferences of Hydraulic Manufacturers

MIA Marble Institute of America
MIL Military Specifications

MMA Monorail Manufacturers' Association

NAAMM National Association of Architectural Metal Manufacturers

NACE International

NEBB National Environmental Balancing Bureau

NEC National Electrical Code

NECA National Electrical Contractor's Association
NEMA National Electrical Manufacturers' Association

NESC National Electrical Safety Code

NETA InterNational Electrical Testing Association
NFPA National Fire Protection Association
NHLA National Hardwood Lumber Association

NICET National Institute for Certification in Engineering Technologies

NIST National Institute of Standards and Technology NRCA National Roofing Contractors Association NRTL Nationally Recognized Testing Laboratories

NSF NSF International

NSPE National Society of Professional Engineers
NTMA National Terrazzo and Mosaic Association
NWWDA National Wood Window and Door Association

OSHA Occupational Safety and Health Act (both Federal and State)

PCI Precast/Prestressed Concrete Institute

PEI Porcelain Enamel Institute
PPI Plastic Pipe Institute

PS Product Standards Section-U.S. Department of Commerce

RMA Rubber Manufacturers' Association



RUS Rural Utilities Service

SAE Society of Automotive Engineers

SDI Steel Deck Institute
SDI Steel Door Institute
SJI Steel Joist Institute

SJRWMD St. Johns River Water Management District

SMACNA Sheet Metal and Air Conditioning Contractors National Association

SPI Society of the Plastics Industry
SSPC The Society for Protective Coatings

SWI Steel Window Institute

TEMA Tubular Exchanger Manufacturers' Association

TCA Tile Council of North America

TIA Telecommunications Industry Association

UBC Uniform Building Code UFC Uniform Fire Code

UL Underwriters Laboratories Inc.
UMC Uniform Mechanical Code
USBR U.S. Bureau of Reclamation

WCLIB West Coast Lumber Inspection Bureau WWPA Western Wood Products Association

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01450

QUALITY CONTROL

PART 1 GENERAL

1.01 Section Includes

Quality control, quality assurance.

1.02 Quality Control

- A. It is the Contractor's responsibility to perform all work in conformance with the Plans and Specifications. In order to fulfill this responsibility, the Contractor is required to have an approved Quality Control Program, including testing (if required by the permit), as part of its Contract work in accordance with the Contract Documents and to submit details of its Program to the City for review and approval prior to commencing any construction operations. The submittal shall include detailed information on locations and number of all tests, etc., that will be necessary for the Contractor to make its own determination that the work is being performed in compliance with the Project requirements.
- B. In addition to Quality Control Testing, the Contractor shall be responsible for required testing or approvals for any work (or any part thereof) if laws or regulations of any public body having jurisdiction specifically require testing, inspections or approval. The Contractor shall pay all costs in connection therewith and shall furnish the City the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with City acceptance of a supplier of materials or equipment proposed to be incorporated into the work.
- C. Any design or testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the City, approved in writing, and complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.
- D. Testing laboratories, whether provided by the City or the Contractor, shall promptly notify the City and the Contractor of irregularities or deficiencies of work that are observed during performance of services. Laboratories shall submit electronic copies (PDF format) of all reports directly to the City and the Contractor.

1.03 Testing of Materials

- A. Unless otherwise specified, all materials shall be sampled and tested in accordance with the latest published standard methods of ASTM in effect at the time bids are received.
- B. Test of materials shall be made by a representative of the Contractor, unless otherwise provided. Testing of equipment shall be the responsibility of the Contractor or an authorized manufacturer's representative. All test results shall be furnished to the City in



writing. The Contractor shall provide facilities required to collect and forward samples. The Contractor shall furnish the required samples without charge.

- C. The Contractor shall not make use of or incorporate in the work, the materials represented by the sample until tests have been made and the material found to be in accordance with the requirements of the Specifications.
- D. Materials to be tested and the applicable test procedure shall be as outlined in the individual sections of these Specifications.

1.04 Source and Quality of Materials and Equipment

- A. The source of materials to be used shall be in accordance with the Contract Documents and as approved by the City before delivery. The approval of the source of any material shall continue as long as the material conforms to the Specifications.
- B. All material not conforming to the requirements of the Specifications shall be considered as defective and shall be removed from the work. If in place, faulty materials shall be removed by the Contractor at its expense and replaced with acceptable material unless permitted otherwise by the City. No defective materials that have been subsequently corrected shall be reused until approval has been given.
- C. Upon failure of the Contractor to comply immediately with any order of the City to remove and replace defective material, the City shall have authority to remove and replace defective materials, and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor. Failure to reject any defective materials or work at the time of installation shall in no way prevent later rejection when such defects are discovered, nor obligate the City to final acceptance.

1.05 Additional Testing

The Contractor shall perform other testing called for in the Contract Documents including but not limited to piping, pressure, leakage, infiltration and exfiltration, as required.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01520

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 Section Includes

Construction facilities, temporary utilities, project identification signs, field office and storage sheds, storage of materials and equipment.

1.02 Construction Facilities

All construction facilities remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.

1.03 Removal of Temporary Construction

Remove the various temporary facilities, services, and legally dispose of them as soon as the Owner deems permissible. Portions of the site and areas used for temporary facilities shall be restored to existing or better condition, including but not limited to fill replacement, regrading, compaction, and sodding.

1.04 Transportation and Handling

- A. Manufactured materials and products shall be delivered to the project site as needed for installation, undamaged, in original packages, containers, or bundles, as packaged by the manufacturer with manufacturer's name, brand, seals, and labels intact.
- B. Materials other than those designated within the Specifications or approved by the Owner shall not be delivered to the project site.

1.05 Storage and Protection

- A. The Contractor shall be responsible for protection and preservation of all materials until final acceptance of the Project. Any damage to work prior to acceptance shall be remedied by the Contractor at no additional cost to the Owner.
- B. Provide temporary weather-tight enclosures to protect work from damage by the elements, and protect finished surfaces to prevent any damage resulting from the work of any trade.

1.06 Security

A. Contractor shall, at all times, be responsible for the security required in all project areas and shall provide all reasonable protection to prevent damage, injury or loss to employees on the Work and all other persons who may be affected thereby; all the work materials and equipment to be incorporated therein, whether in storage on or off the project site, under the care, custody or control of the Contractor or any subcontractors; and any other property under the care, custody or control of the Contractor or any



subcontractors. Contractor shall be responsible for such security and safety until final acceptance of the Work.

B. Full time watchmen will not be specifically required as a part of the Contract, but the Contractor shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

PART 2 PRODUCTS

2.01 Temporary Electric Service

- A. Furnish and maintain temporary lighting and power required to perform the Work. Include in the Bid all costs for providing temporary electrical service.
- B. Temporary service shall include protective enclosures, branch wiring, outlets, lamps, and grounding as required by NEC and Local Electrical Codes.

2.02 Temporary Heating

The Contractor shall furnish fuel or power and provide and operate all temporary heating units. Heat shall be provided as necessary to perform the Work. Temporary heating units shall be adequately vented and approved devices which will not damage finished areas. The Contractor shall also furnish all tarpaulins and temporary enclosures necessary to provide this protection.

2.03 Temporary Ventilation

The Contractor shall provide, operate, and furnish power for temporary ventilation required for the proper installation and curing of materials and safety of workmen.

2.04 Temporary Sanitary Facilities

Provide temporary toilet facilities as required. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Enough chemical toilets shall be provided to conveniently serve the needs of all personnel. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances.

2.05 Material Hoists and Cranes

A. Provide material hoists required for normal use by all trades and employ skilled hoist operators. Provide all necessary guards, signals, safety devices, etc., required for safe hoist operation. The construction and operation of material hoists shall be in accordance with the applicable ANSI Standards, the "Manual Code of Accident Prevention in Construction" of the Associated General Contractors of America, OSHA, and of other Federal, State, and municipal codes or ordinances. The Contractor shall prohibit the use of hoists for transporting personnel. Hoists shall be located to avoid risk of damage to completed work.



B. Special rigging and hoisting facilities shall be provided by each trade requiring their use.

2.06 Temporary Runways, Scaffolding, and Ladders

- A. Provide temporary ladders, ramps, and runways as required for performance and inspection of the work. The above facilities shall be constructed and maintained in accordance with the applicable Federal, State, and Municipal regulations and codes.
- B. Furnish, erect, and maintain all scaffolding required for this work. Scaffolding shall be constructed and maintained in accordance with applicable State and Federal laws and local ordinances. Scaffolding shall be promptly removed after serving its purpose.
- C. The structural strength and safety of scaffolding, runways, covers, railings, ladders, stairs, etc., and compliance with law shall be the sole responsibility of the Contractor.

2.07 Temporary Chutes

No materials shall be dropped from structures except through enclosed wooden or metal chutes which shall be provided and maintained as required for the performance of the work by the various trades.

PART 3 EXECUTION - Not Used

END OF SECTION



SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 Section Includes

Substantial completion requirements, clean-up, final completion requirements, closeout submittals

1.02 Clean-Up Operations

- A. The entire project site shall be thoroughly cleaned at the completion of the work.
- B. Clean all interior and exterior work areas, plus all adjacent areas affected by construction, as directed by the City or jurisdictional agency. Equipment to clean these surfaces shall be subject to approval by the City.
- C. Restore to original condition or better all property not designated for alteration by the Contract Documents, including all areas used for staging and storage. Restoration includes but is not limited to fill replacement, regrading, compaction, and sodding. Conduct inspections of the completed restoration with the City, and conduct additional restoration as directed.

1.03 Substantial Completion Requirements

- A. Complete the following before requesting the inspection for certification of substantial completion.
 - 1. Submit record drawings in accordance with section 01780.
 - 2. Complete required cleaning and testing of the completed construction in accordance with the specifications and the Owner's operating and maintenance personnel.
- B. Work is not substantially complete until the following have occurred:
 - 1. Flood testing of finished work areas to ensure water-tight installation.
 - 2. All doors and windows are in excellent working order with no air or water penetration.

1.04 Final Completion Requirements

- A. Complete the following before requesting the inspection for certification of final completion.
 - 1. All punch list items identified during the substantial completion inspection.
 - 2. Deliver tools, spare parts, extra stocks of material and similar physical items to the Owner.



- 3. Discontinue or change over and remove temporary facilities and services from the project site, along with construction tools and facilities, mock-ups, and similar elements.
- 4. Clean all marred surfaces including touch up painting, pressure washing, or other measures as needed as directed by the City.
- 5. Hose clean sidewalks, parking lot, loading areas, and others contiguous with principal structures.
- 6. Fully restore all property not designated for construction including all areas used for staging and storage.
- 7. Provide Final Record Drawings in accordance with Section 01780.

1.05 Closeout Submittals

- A. Upon completion of the project, or portions thereof, the Contractor shall transfer to the City all applicable items accumulated throughout construction. These include but are not limited to the following items:
 - 1. Service manuals, installation instructions, maintenance and operating instructions, special tools, and specialties
 - 2. Spare parts ordered as part of this Contract
 - 3. Delivery of any salvaged or borrowed materials or equipment to the Owner
 - 4. All keys to all doors, gates, and equipment
 - 5. Checklist indicating satisfactory completion of all unfinished items from the final inspection
 - 6. Certificate of Substantial Completion
 - 7. Certificate of Final Completion
 - 8. Submittal of the Material and Workmanship Bond
 - 9. Submittal of manufacturers' guarantees, warranties, bonds, and letters of coverage extending beyond the time limitations of the Contractor's guarantee.
 - 10. Contractor's Final Release of Lien
 - 11. Final Waivers of lien from all Subcontractors and Suppliers
 - 12. Consent of Surety to Final Payment
 - 13. Final Record documents of completed facilities.
 - 14. Certificate of Final Inspection
 - 15. Certificate of Architect/Engineer
- B. Closeout submittals provided by others include:
 - 1. Certificate of Engineer/Architect

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 7, Item b.



END OF DOCUMENT



BOND NUMBER: BD161415	

LIFE . HOME . CAR . BUSINESS

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, <u>LADS CONSTRUCTION SERVICES LLC 1312 S CENTRAL AVE FLAGLER BEACH, FL 32136-3720</u> as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto <u>CITY OF FLAGLER BEACH 105 S 2ND ST, FLAGLER BEACH FL 32136-3672</u> as Obligee, hereinafter called the Obligee, in the penal sum of <u>Five</u> percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for <u>REPAIR INTERIOR AND EXTERIOR DAMAGE FROM HURRICANE MILTON TO CITY HALL</u> AND FLAGLER BEACH PD HEADQUARTES

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing; and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 19TH day of MARCH, 2025.

·		L	ADS CONSTRUCTION S	
\cap				Principal
Jenney S. Bernt		By)	Geffrey Lademe	inter:
	Witness	-	JW J	
	CORPORATE SEAL		Auto-Owners Insurance	· Company
	RATING, MICHGH		/ ato o miore mediane	Surety
Swaw E. (Thise)	1	By	MANUE Gibson	Attorney-in-Fact
Susan F. Theisen	Witness	, 6,63	W E. C(0201)	racticy in ruce

Section 7, Item b.

DATE AND ATTACH TO ORIGINAL BOND AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN POWER OF ATTORNEY

NO.	BD161415	

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company Imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed, Sald officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Teresa E, Gibson		
of Indemnity and other writings obligatory in the nature thereof, and the exe	and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts ecution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE and purposes, as if the same had been duly executed and acknowledged by its regularly	E
IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COM	MPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized office	er
this 22nd day of December, 2023.	•	
Brande Holly		
Brandi Holly Senior Vice Pres	sident	
STATE OF MICHIGAN ss. COUNTY OF EATON	AFREY P Ma	
On this 22nd day of December, 2023, before me personally came Br	randi Holly, to me known, who being duly sworn, did depose and	
say that they are Brandi Holly. Senior Vice President of AUTO-OWNERS executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth Directors of said corporation.	n, that the seal affixed to said instrument is such Corporate Seal.	
executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth	n, that the seal affixed to said instrument is such Corporate Seal, pority of their office pursuant to a Resolution of the Board of OF MOTOR OF MICHOEL SEAL OF MANY	
executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth-Directors of said corporation.	n, that the seal affixed to said instrument is such Corporate Seal.	
executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth Directors of said corporation. My commission expires	n, that the seal affixed to said instrument is such Corporate Seal, pority of their office pursuant to a Resolution of the Board of OF MOTOR OF MICHOEL SEAL OF MANY	=
executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth Directors of said corporation. My commission expires	n, that the seal affixed to said instrument is such Corporate Seal, pority of their office pursuant to a Resolution of the Board of OF MOTOR OF MICHOEL SEAL OF MANY	
executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth Directors of said corporation. My commission expires	Jeffrey P. Many Notary Public	
executed the above instrument, that they know the seal of said corporation and that they received said instrument on behalf of the corporation by auth Directors of said corporation. My commission expires January 26th 2029 STATE OF MICHIGAN ss. COUNTY OF EATON ss. I, the undersigned First Vice President, Secretary and General Countissue a power of attorney as outlined in the above board of directors resolution as set forth is now in force.	Jeffrey P. Many Notary Public Notary Public	



ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this <u>19TH</u> day of <u>MARCH</u>, <u>2025</u>, before me personally appeared <u>Teresa E. Gibson</u>, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



effrey P. Many

Notary Public in the State of Michigan County of Ingham

JEFFREY P MANY
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY INGHAM
My Complesion Explos Jan 26, 2029
Acting In the County of

Print Date: 03/19/2025 Print Time: 10:21:29 AM



CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item b.

03/19/2025

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).

this certificate does not confer fi	gnts to the certificate holder	r in lieu of such		nent(s).			
PRODUCER	_	·	CONTACT NAME:	Melanie Warren			
Hayward Brown - Flagler, Inc.			PHONE (A/C, No, Ext	n): (386) 437-7767	FAX (A/C, No):	(386) 4	37-9226
3200 E. Moody Blvd.		E-MAIL ADDRESS:	melanie@haywardbrownflagler.com			_	
P.O. Box 1669				INSURER(S) AFFORDING COVERAGE			NAIC#
Bunnell	FL	32110	INSURER A	Clear Blue Insurance Company		•	37745
INSURED			INSURER B	Progressive Express Insurance			10193
LADS Construction Services	rices LLC		INSURER C	American Interstate Insurance Company			31895
1312 S Central Ave			INSURER D	: RLI Insurance			13056
			INSURER E	1			
Flagler Beach	FL	32136	INSURER F				
COVERAGES	CERTIFICATE NUMBER:	CL253192223	6	REVISION NUM	BER:		

	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,								
E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	`S	
	COMMERCIAL GENERAL LIABILITY	1			,		EACH OCCURRENCE	s 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 300,000	
							MED EXP (Any one person)	s 10,000	
Α		Y	Y	BGFL0032790000	03/06/2025	03/06/2026	PERSONAL & ADV INJURY	s 1,000,000	
	GEN'LAGGREGATE UMIT APPLIES PER:						GENERALAGGREGATE	s 2,000,000	
	POLICY ROOT LOC						PRODUCTS - COMP/OP AGG	s 2,000,000	
	OTHER:							s	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
	ANYAUTO						BODILY INJURY (Per person)	\$	
В	OWNED AUTOS ONLY SCHEDULED AUTOS	Y		969693507	05/12/2024	05/12/2025	BODILY INJURY (Per accident)	S	
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							Uninsured motorist BI	s 1,000,000	
	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	s 1,000,000	
Α	EXCESS LIAB CLAIMS-MADE	Y	Y	BXFL0032790000	03/06/2025	03/06/2026	AGGREGATE	s 1,000,000	
	DED RETENTION S							s	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER OTH-		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	Y	AVWCFL3357662025	03/19/2025	03/19/2026	E.L. EACH ACCIDENT	s 1,000,000	
_	(Mandatory in NH)		'		00/10/2020	00,70,2020	E.L. DISEASE - EA EMPLOYEE	s 1,000,000	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000	
	Marine Contractors Legal Liability						Each Occurrence	\$1,000,000	
D	marine conductors began blashing			MLP0200482	07/01/2024	07/01/2025	Aggregate	\$2,000,000	
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule, may be a	ttached if more sp	ace is required)			

CERTIFICAT	E HOLDER		CANCELLATION
	City of Flagler Beach		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	105 S. Zha Sheet		AUTHORIZED REPRESENTATIVE
	Flagler Beach	FL 32136	Frank T O'Brea).

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LADEMANN, JEFFREY

6 MAPLE STREET
FLAGLER BEACH FL 32136

LICENSE NUMBER: CGC1528439

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/06/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item b.

03/19/2025

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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).

this certificate does not confer rig	ints to the certificate holder in lieu o	of such endorsement(s).	
PRODUCER		CONTACT Melanie Warren	
Hayward Brown - Flagler, Inc.		PHONE (A/C, No, Ext): (386) 437-7767 FAX (A/C, N	lo): (386) 437-9226
3200 E. Moody Blvd.		E-MAIL ADDRESS: melanie@haywardbrownflagler.com	
P.O. Box 1669		INSURER(S) AFFORDING COVERAGE	NAIC#
Bunnell	FL 32110	INSURER A: Clear Blue Insurance Company	37745
INSURED	-	INSURER B: Progressive Express Insurance	10193
LADS Construction Servi	ices LLC	INSURER C: American Interstate Insurance Company	31895
1312 S Central Ave		INSURER D: RLI Insurance	13056
		INSURER E:	
Flagler Beach	FL 32136	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: CL2531	1922236 REVISION NUMBER:	<u> </u>

	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							
CE	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	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	······································
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s 1,000,000
	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	s 300,000
	<u> </u>			DGE! 000070000	02/00/000	0010010000	MED EXP (Any one person)	s 10,000
Α	J		;	BGFL0032790000	03/06/2025	03/06/2026	PERSONAL & ADV INJURY	\$ 1,000,000 \$ 2,000,000
	GENLAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	9 000 000
	POLICY PRO-						PRODUCTS - COMP/OP AGG	13 , ,
	OTHER: AUTOMOBILE LIABILITY	├					COMBINED SINGLE LIMIT	s 1.000.000
							(Ea accident)	
В	ANY AUTO OWNED AUTOS ONLY HIRED NON-OWNED		969693507	000002507	05/12/2024	05/12/2025	BODILY INJURY (Per person)	\$
В				969693 5 07			BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	AUTOS ONLY AUTOS ONLY						(Per accident)	\$
							Uninsured motorist BI	s 1,000,000
	UMBRELLA LIAB COCCUR						EACH OCCURRENCE	s 1,000,000
Α	EXCESS LIAB CLAIMS-MADE			BXFL0032790000	03/06/2025	03/06/2026	AGGREGATE	\$ 1,000,000
	DED RETENTION \$			<u> </u>				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ER	
_	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		AVWCFL3357662025	03/19/2025	03/19/2026	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)			,	10,,0,2020	00/10/2020	E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	tf yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s 1,000,000
	Marine Contractors Legal Liability						Each Occurrence	\$1,000,000
D	mamo odniasiora tegar masinty	1 .		MLP0200482	07/01/2024	07/01/2025	Aggregate	\$2,000,000
			لـــا					
DESC	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICAT	TE HOLDER		CANCELLATION		
	Flagler County Building Dpt 1200 East Moody Blvd, #6		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	1200 East Moddy Blvd, #0		AUTHORIZED REPRESENTATIVE		
	Bunnell	FL 32110	But T.O'Bing		

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SECTION 00 26 00 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between	The City of Flagler Beach	("Owner") and
Lads Construction Services LLC		("Contractor")
Owner and Contractor hereby agree a	s follows:	

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The buildings sustained extensive water damages due to Hurricane Milton. The Project consists of miscellaneous interior and exterior repairs to the City of Flagler Beach Police Department building located at 320 South Flagler Avenue and the City Hall Building (which includes the City Museum) located at 105 South Second Street in Flagler Beach, Florida.

ARTICLE 2 - THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Hurricane Milton Damage Repairs to Flagler Beach Public Library.

ARTICLE 3 - ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Flagler Beach.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
 - A. All time limits for Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
 - A. The Work will be substantially completed within Ninety (90) days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within One Hundred Twenty (120) days after the date when the Contract Times commence to run.
- 4.03 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed



on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
- 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract: \$116,975.10.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total



payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 - INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 3 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or



- discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 132 to 137, inclusive).
 - 2. The Drawings (Sheets A1 A2, attached separately).
 - 3. Performance bond (pages 144 to 146, inclusive).
 - 4. General Conditions (pages i to v and pages 59 to 125, inclusive).
 - 5. Supplementary Conditions (pages 127 to 131, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Issued Addenda
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form (pages i to ii and pages 138 to 143, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.



ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions. *Assignment of Contract*
- B. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.02 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.03 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.04 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.



OWNER:		CONTRACTOR:		
/====		L:	ads Coi	nstruction Services LLC
Ву:	Signature	Ву:	Signati	Jeffrey Lademann vie
Ву:	Patti King Printed	_, Ву:	<u>Jeffre</u> Printe	ey Lademann d
Title:	Mayor, City of Flagler Beach	Title:	<u>Presi</u>	
				s a corporation, a partnership, or a joint evidence of authority to sign.)
Attest:		_ Attest	J	enryer A. Bennett
Title:	*	_ Title:	~	vitness
Address for giving notices:		Address for giving notices: 27 Village Dr Ormond Beach, FL 32174		
		Licens	e No.:	CGC-1528439
(If Owi	ner is a corporation, attach evidence of authority			

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION



STAFF REPORT

City Commission Regular Meeting April 10, 2025



To: Elected Officials

From: Dale L. Martin, City Manager

Date: April 4, 2025

Item Name: Resolution 2025-39. A Resolution by the City Commission of the City of Flagler Beach,

Florida, approving a contract between the City and NEU Urban Concepts, LLC, for Mobility Fee Consulting Services in an amount not to exceed \$140,000; providing for

conflict and providing an effective date.

Background: The City Commission had previously expressed interest in assessing a Mobility Fee. State statutes require that proposed Mobility Fees be supported and based upon a Mobility Plan, which the City has never developed. At the February 13 City Commission Regular Meeting, the City Commission, through Resolution 2025-13, accepted the proposal from NEU Urban Concepts to develop a Mobility Plan for the City.

The City Attorney has prepared a contract between the City and NEU Urban Concepts (based upon a previously solicited and awarded contract with the City of Gainesville) for City Commission consideration.

Fiscal Impact: As originally indicated in the previously accepted proposal as well as in the proposed contract, the contract is not to exceed \$140,000 (drawn from the City's Infrastructure Surtax Reserve).

Staff Recommendation: Staff recommends approval of Resolution 2025-39.

Attachment:

Resolution 2025-39

RESOLUTION 2025-39

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY AND NUE URBAN CONCEPTS, LLC, FOR MOBILITY FEE CONSULTING SERVICES IN AN AMOUNTY NOT TO EXCEED \$140,000.00; PROVIDING FOR CONFLICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's procurement process provides that certain contracts may be procured based upon contracts competitively solicited by other governmental agencies; and,

WHEREAS, the City Commission has determined it to be in the best interest of the City to contract for mobility fee consulting services; and,

WHEREAS, the City of Gainesville has competitively procured and negotiated a contract with NUE Urban Concepts, LLC, to provide mobility fee consulting services; and,

WHEREAS, NUE Urban Concepts, LLC, is willing to enter a contract with the City of Flagler Beach upon the same terms and conditions and unit pricing included in its contract with the City of Gainesville; and,

WHEREAS, the City Commission finds it in the best interest of efficiency and economy to enter a "not to exceed" contract with NUE Urban Concepts, LLC, based upon the same terms and unit pricing included in the City of Gainesville contract; and,

WHEREAS, the term of the City of Gainesville contract with NUE Urban Concepts, LLC, was extended in 2024 and the contract remains active.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

<u>SECTION 1.</u> The City of Flagler Beach City Commission approves a "piggyback" contract as set forth in Exhibit "A" with NEU URBAN Concepts, LLC, based upon the "City of Gainesville, Florida Contract for Mobility Plan Consulting Services and the Mayor is authorized to execute the contract on behalf of the City.

<u>SECTION 2.</u> The City Commission authorizes City Staff to issue a Notice to Proceed.

<u>SECTION 3.</u> All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 10th day of April 2025.

	CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION
ATTEST:	
	Patti King, Mayor
Penny Overstreet, City Clerk	_

EXHIBIT "A"

PIGGYBACK CONTRACT

The City of Flagler Beach("City") enters this "Piggyback" Contract with NEU Urban Concepts, LLC, (hereinafter referred to as the "Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

- 1. The parties agree that the Vendor has entered a contract with the City of Gainesville, Florida, which is attached hereto as Attachment 1 (the "Original Government Contract").
- 2. Except as otherwise stated herein, all of the terms and conditions set out in the Original Government Contract are fully binding on the parties and said terms and conditions are incorporated herein to the extent it incorporates the unit pricing and any other general terms, which apply to performance, warranties and procedures regarding the original government contract. Terms specific to any specific project or project area within the original government contract do not apply.
- 3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Flagler Beach, as follows:
 - a) Named Governmental Party: the City of Flagler Beach, Florida, shall be the governmental party to the contract; all references to the City of Gainesville are amended to reflect the City of Flagler Beach as the governmental party;
 - b) Max Project Cost: the total cost of the work contemplated by the contract shall not exceed \$140,000.00;
 - Time Period ("Term") of the Agreement: The term of the contract shall be for two years from the date executed by both the Vendor and the City of Flagler Beach;
 - d) Address or the City of Flagler Beach: the Vendor agrees to send notices, invoices and will conduct all business with:

City of Flagler Beach, Florida Attention: City Manager P.O. Box 70 Flagler Beach, FL 32136 Telephone number (386) 517-2000

- e) Any references to Purchasing Codes or Procurement Policies are modified amend to reflect reference to City's Purchasing Codes and Procurement Policies.
- 4. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Flagler County, Florida. Litigation between the parties arising out of this contract must be in Flagler County, Florida in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

5. The parties recognize and acknowledge the Vendor shall be subject to Florida's public records laws contained with Chapter 119, Florida Statutes, with regard to records received or created related to the performance of this Agreement. The Vendor shall keep and maintain all records received or created which are in any way related to its performance of this Agreement and shall provide such records to the City without delay upon a request for same. Furthermore, the Vendor recognizes it could receive direct requests for public records from members of the public and agrees it shall be responsible for complying to such requests in accordance with law after consultation with the Client. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386)517-2000. poverstreet@cityofflaglerbeach.com, 105 South 2nd Street, Flagler Beach, Florida 32136. The City Clerk shall assist the Vendor to comply.

NEU URBAN CONCEPTS, LLC	CITY OF FLAGLER BEACH
Ву:	By:
Print:	Patti King, Mayor
Title	Date:
Date:	

ATTACHMENT 1

CITY OF GAINESVILLE, FLORIDA CONTRACT FOR MOBILITY PLAN CONSULTING SERVICES

This **CONTRACT** ("CONTRACT") made and entered into between the CITY OF GAINESVILLE, FLORIDA, a municipal corporation ("CITY") and NUE URBAN CONCEPTS, LLC ("FIRM"), with its principal place of business at 747 SW 2nd Ave, Suite #190, Gainesville, Florida, individually referred to as "Party" or collectively as "Parties," respectively.

WHEREAS, CITY is desirous of appointing FIRM to provide professional consulting services related to the development of a mobility plan; and

WHEREAS, the FIRM is willing and capable of performing such services.

NOW, THEREFORE, CITY and FIRM agree as follows:

1. SCOPE OF SERVICES

The services to be provided by the FIRM are as follows (the "SERVICES"):

The FIRM shall provide professional consulting services related to the development of a Multimodal Mobility Plan based on FIRM's proposal attached as Exhibit A. The services will include development of an associated fee system to replace the existing Transportation Mobility Program, including analysis of transportation needs, delineation of new mobility fee zones, establishment of a fee structure and fee methodology, and any associated amendments to the Comprehensive Plan and Land Development Code.

2. ORDER OF PRECEDENCE

In the event of conflict or inconsistency in the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed below. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

- (a) Modifications to this Contract
- (b) This Contract
- (c) City's solicitation: "Request for Proposal #MOBX-230063-DS Mobility Plan"
- (d) FIRM's response to the solicitation dated July 31, 2023

3. TERM

This CONTRACT shall be effective upon the last signature of the parties (the "Effective Date") and shall expire on December 31, 2024. At the end of the CONTRACT term, upon satisfactory performance by the FIRM, the parties may negotiate to extend the CONTRACT for up to one (1) additional one (1) year period.

4. COMPENSATION/PAYMENT

The City will not pay more than \$299,950.00 for consulting services under this Contract. No additional payment will be made to the FIRM except for additional Work or materials stated on a valid amendment, and issued by CITY prior to the performance of the added Work or delivery of additional materials.

The FIRM shall submit a monthly timesheet and invoice to the CITY on or before the fifteenth (15th) day of each month immediately following the month in which the services were provided. Each invoice shall describe with reasonable detail the services performed during the billing period. The FIRM shall give such additional backup and documentation as requested by the CITY to verify the services rendered and invoice amounts. FIRM shall not submit more than one invoice per thirty (30) day period. Upon CITY approval, the invoice will be processed for payment.

The CITY will make payment to the FIRM within thirty (30) days after receipt of the invoice by the CITY. The CITY may withhold payment due to failure by the FIRM to perform in accordance with this CONTRACT. The CITY shall notify the FIRM of any unsatisfactory performance as soon as practicable so that, if possible, it can be corrected without delaying payment. The FIRM shall be paid via electronic funds transfer (EFT).

5. PROJECT TEAM

FIRM shall perform the services in a professional manner compared to like professionals. FIRM shall staff the projects with qualified individuals at FIRM's discretion as required to carry out and perform the Scope of Services of this Contract; in the event any such personnel discontinue employment with FIRM, FIRM shall promptly replace such personnel on FIRM's project team with individuals approved by CITY, in writing, which approval will not be unreasonably withheld. FIRM's project team members shall not be employees of or have any personal fiscal relationship with any employees or officials of the CITY. Failure of FIRM for any reason to staff the project under this Contract with qualified personnel to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

In its proposal, NUE Urban Concepts, LLC identified several team members who will work on the project who are part of different firms, but who are affiliated with NUE Urban Concepts, LLC. NUE Urban Concepts, LLC is responsible for the acts, omissions, performance, and breach by all team members, subcontractors, affiliates, and agents who perform the services under this Contract.

6. TERMINATION FOR CONVENIENCE

This agreement may be terminated for any reason by either party upon thirty (30) days written notice to the other party. After the termination date, FIRM shall stop all work in connection with this Contract. In the event of such termination for convenience, FIRM's recovery against CITY shall be limited to that portion of the services provided through the date of termination.

7. TERMINATION FOR CAUSE

CITY may terminate this Contract for cause if FIRM materially breaches this Contract by:

- (a) refusing, failing or being unable to properly manage or perform;
- (b) refusing, failing or being unable to perform the Work pursuant to this Contract with sufficient numbers of workers, properly skilled workers, proper materials to maintain applicable schedules;
- (c) disregarding laws, ordinances, rules, regulations or orders of any public authority or quasipublic authority having jurisdiction over the Project;
- (d) refusing, failing or being unable to substantially perform pursuant to the terms of this Contract as determined by CITY, or as otherwise defined elsewhere herein; and/or
- (e) refusing, failing or being unable to substantially perform in accordance with the terms of any other agreement between CITY and FIRM.

8. **DEFAULT**

If FIRM should be adjudged as bankrupt, or make a general assignment for the benefit of its creditor(s), or if a receiver should be appointed for FIRM, or if there is persistent or repeated refusal or failure to supply sufficient properly skilled workforce or proper materials, or if FIRM should refuse or fail to make payment to persons supplying labor or materials for the Work pursuant to this Contract, or persistently disregards instructions of CITY, or fails to observe or perform or is guilty of a substantial violation of any provision of the Contract documents, then CITY, after serving at least ten (10) calendar days prior written notice to FIRM of its intent to terminate and such default should continue un-remedied for a period of ten (10) calendar days, may terminate the Contract without prejudice to any other rights or remedies and take possession of the Work; and CITY may take possession of and utilize in completing the Work such materials, appliances, equipment as may be on the site of the Work and necessary therefore. FIRM will be liable to CITY for any damages resulting from such default.

9. DELAY

Notwithstanding the completion schedule, CITY has the right to delay performance for up to three (3) consecutive months as necessary or desirable and such delay will not be deemed a breach of Contract, but the performance schedule will be extended for a period equivalent to the time lost by reason of CITY's delay. Such extension of time will be FIRM's sole and exclusive remedy for such delay.

If the project is stopped or delayed for more than three (3) consecutive months and CITY or FIRM elects to terminate the Contract because of such delay, or if such stoppage or delay is due to actions taken by CITY within its control, then FIRM's sole and exclusive remedy under the Contract will be reimbursement for costs reasonably expended in preparation for or in performance of the Contract. None of the aforementioned costs will be interpreted to include home office overhead expenses or other expenses not directly attributable to performance of the Contact. FIRM is not entitled to make any other claim, whether in breach of Contract or in tort for damages resulting in such delay.

10. FORCE MAJEURE

No Party to this Contract shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing Party is without fault in causing such default or delay; and (b) such default or delay could not have been prevented by reasonable precautions. Such causes include, but are not limited to: acts of civil or military authority (including but not limited to courts of administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of CITY to secure approval; validation or sale of bonds; inability of CITY or Supplier to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of invoices if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay. Any negotiated delivery dates established during or after a Force Majeure event will always be discussed and negotiated if additional delays are expected.

In the event of any delay or nonperformance resulting from such cause, the Party affected will promptly notify the other Party in writing of the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, will indicate the extent, if any, to which is anticipated that any delivery or completion date will be affected.

11. DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within 20 business days after giving of notice. If the dispute is not resolved within 30 business days after giving notice, or such later date as may be mutually agreed, the Parties will submit the dispute to a mediator. The Parties shall mutually agree to the mediator and the costs of the mediator will be born equally by both parties. The venue for mediation and any subsequent litigation shall be in Alachua County, Florida.

FIRM shall be an independent consultant and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. FIRM shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the FIRM in the full performance of this CONTRACT.

12. INDEMNIFICATION

FIRM shall be fully liable for the actions of its agents, employees, partners, or subcontractors and fully indemnifies, defends, and holds harmless the City of Gainesville, its elected officials, its officers, agents, and employees, from any such suits, actions, damages, and/or costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by FIRM, its agents, employees, partners, or subcontractor. This indemnification shall survive the termination of this Agreement.

13. LIMITATION OF CITY'S LIABILITY

To the fullest extent permitted by law, CITY shall not be liable to FIRM for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages, including but not limited to, loss of use of equipment or facility.

14. SOVEREIGN IMMUNITY

Nothing in this CONTRACT shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28 Florida Statutes.

15. TIMELINESS

The CITY and FIRM agree time is of the essence in the performance of work and that work under this CONTRACT is required to be performed in an expeditious manner and with the standard of care reasonably expected of like professionals performing these duties.

16. VALIDITY

If any provision of this CONTRACT is contrary to, prohibited by, or deemed invalid by applicable law, rules or regulations of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of this CONTRACT.

17. INSURANCE

The FIRM shall provide the CITY with proof of insurance in the amounts stated below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Commercial General Liability, \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined

single limit for bodily injury and property damage). The City shall be an additional insured on such Public Liability Insurance and the FIRM shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

18. COMPLIANCE WITH LAWS

The FIRM shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest. The FIRM is presumed to be familiar with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the SERVICES offered and performed.

19. RECORDS/AUDIT

The FIRM shall maintain records sufficient to document the SERVICES performed pursuant to this CONTRACT. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the CITY. These records shall be kept for a minimum of three (3) years after completion of the CONTRACT. Records which relate to any litigation, appeals or settlements of claims arising from performance under this CONTRACT shall be made available until a final disposition has been made of such litigation, appeals, or claims.

20. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law. By entering into this CONTRACT with the CITY, the FIRM acknowledges they will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). If FIRM is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, FIRM shall:

- (a) Keep and maintain public records, as defined in Section 119.011(12) of the Florida Statutes, required by CITY to perform the service.
- (b) Upon request from CITY'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 FIRM does not transfer the records to CITY.
- (d) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of the FIRM or keep and maintain public records required by CITY to perform the service. If the FIRM transfers all public records to CITY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM shall meet all

- applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY.
- (e) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS, CLERK OF COURTS, PO. BOX 490 STATION 19, GAINESVILLE FL 32627.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of this CONTRACT. CITY may pursue all remedies for breach of this CONTRACT.

21. DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

(1) Identifying Trade Secret or Otherwise Confidential and Exempt Information.

For any records or portions thereof that FIRM claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, FIRM shall:

- a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted. FIRM shall take care to redact only the confidential and exempt information within a record.
- b. Provide an affidavit or similar type of evidence that describes and supports the basis for FIRM's claim that the information is confidential and exempt from public disclosure.
- (2) Request for Trade Secret or Otherwise Confidential and Exempt Information.
 - a. In the event CITY receives a public records request for a record with information labeled by FIRM as Trade Secret or otherwise as confidential and

- exempt, CITY will provide the public record requester with the redacted copy of the record and will notify FIRM of the public records request.
- b. However and notwithstanding the above, in the event that CITY in its sole discretion finds no basis for FIRM's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then CITY shall notify FIRM in writing of such conclusion and provide FIRM a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If FIRM fails to file for declaratory action within the reasonable amount of time provided, then CITY will disclose the information requested.
- c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by FIRM as Trade Secret or otherwise as confidential and exempt, CITY shall notify FIRM and FIRM shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
- d. FIRM hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with FIRM's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

"Work Product" may include creative work which may lead to programs, intellectual properties, computer software, computer programs, codes, text, hypertext, designs, and/or any other work products associated with or arising directly out of the performance of the Work.

22. DISCRIMINATION PROHIBITION

FIRM shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the performance of this Contract. FIRM understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

23. VERIFICATION OF EMPLOYEES

The FIRM shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the FIRM shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the FIRM during the term of this Agreement; and 2) the FIRM shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this

section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

24. LIVING WAGE ORDINANCE

The Living Wage Ordinance applies to this Contract. The definitions, terms and conditions of the city's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this agreement. These requirements include that the service FIRM/subcontractor: shall pay a living wage to each covered employee during the term of this agreement, including any extension(s) to this agreement; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit, or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this agreement, enforceable by the city through all rights and remedies at law and equity.

25. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

26. NONEXCLUSIVE CONTRACT

Nothing in this Contract shall be construed to prohibit the CITY from awarding, authorizing, or directing work to be performed, whether identified in this Agreement or otherwise, to firms other than FIRM.

27. MODIFICATION AND WAIVER

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this contract. The failure of any Party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the contract shall apply to any other portion of the contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

28. ASSIGNMENT / SUBCONTRACTING

Neither party will assign or transfer any interest in the contract without prior written consent of the other party.

FIRM shall perform all the services, and none of the work or services under this Contract shall be subcontracted without prior written approval of the CITY. It is understood that subcontractors presented as part of a team in FIRM's Proposal or for any individual project are considered approved by the CITY.

29. SUCCESSORS AND ASSIGNS

The parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this contract.

30. SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the Parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

31. NONEXCLUSIVE REMEDIES

Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.

32. ADVERTISING

FIRM shall not publicly disseminate any information concerning the Contract without prior written approval from CITY, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying CITY as a reference, or otherwise linking FIRM's name and either a description of the Contract or the name of the City in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

33. GOVERNING LAW, VENUE, ATTORNEY'S FEES, AND WAIVER OF RIGHT TO JURY TRIAL

This Contract shall be construed pursuant to the laws of Florida and may not be construed more strictly against one party than against the other. In the event of any legal proceedings arising from or related to this Contract: (1) venue for any state or federal legal proceedings shall be in Alachua County Florida; (2) each Party shall bear its own attorneys' fees except to the extent that FIRM agrees to indemnify CITY as provided in this Contract, including any appeals; and (3) for civil proceedings, the Parties hereby waive the right to jury trial.

34. CONTACT PERSONS / NOTICES

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and (1) delivered in person; (2) sent by certified, return receipt requested, United States Mail to the address, below; or (3) sent by email to the email address, below, and the sender receives a read receipt or an acknowledgment that recipient has received the email. If the sender receives an automated message that the email has not been delivered, the email does not constitute notice.

The parties hereto designate the following persons and addresses to be contacted regarding the performance of the CONTRACT and for the giving of notices pursuant to the CONTRACT.

CITY

City of Gainesville PO Box 490 Gainesville, FL 32627

Email: leistnerdl@gainesvillefl.gov

Attn: Debbie Leistner

FIRM

NUE Urban Concepts LLC 747 SW 2nd Ave, Suite #190 Gainesville, FL 32601

Email: nueurbanconcepts@gmail.com

Attn: Jonathan B. Paul

35. ENTIRE CONTRACT and AMENDMENTS

This CONTRACT constitutes the entire CONTRACT between the parties. Any amendments shall be in writing and executed by all parties prior to becoming effective.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT the day and year written below.

CITY OF GAINESVILLE

NUE URBAN CONCEPTS LLC

Cynthia Curry (Sep 28, 2023 12:19 EDT)	Jonathan B Paul (Sep 20, 2023 18:22 EDT)
Cynthia W. Curry	Print Name: Jonathan B. Paul
City Manager	Title:
Date: Sep 28, 2023	Date: Sep 20, 2023

APPROVED AS TO FORM AND LEGALITY

Katherine Moduler (Sep 28, 2023 12:19 EDT)

Katherine Mockler, Assistant City Attorney II

City of Gainesville

City Commission - Regular Meeting September 07, 2023 ▼

Meeting

A. CALL TO ORDER - 10:00 AM

Agenda Statement: The City of Gainesville encourages civil public speech. The Gainesville City Commission expects each person entering this chamber to treat others with respect and courtesy. Speakers are expected to focus on agenda items under discussion and avoid personal attacks or offensive comments. Threatening language is not allowed. Anyone who repeatedly disrupts the proceedings will be asked to leave. Signs, props, posters, food, and drink should be left outside the auditorium.

B. INVOCATION

Pastor Gerard Duncan, Prayers by Faith Outreach Ministries

C. ADOPTION OF THE AGENDA

Includes Consent and Regular Agenda Items

D. CONSENT AGENDA - O Consented

✓o 4. 2023-811 Contract for Consulting Services with NUE
Ø №
Urban Concepts LLC (B)

Department: Transportation

Description: Request for the City Commission to authorize entering into a contract for consulting services with NUE Urban Concepts LLC for transportation planning services to develop a mobility plan.

Fiscal Note: NUE Urban Concepts LLC proposed fee is \$299,950. Funds are available in Transportation Mobility Program Area Funds.

80

80

Section 7, Item c.

4. 2023-811 Contract for Consulting Services with NUE Urban Concepts

LLC (B)

> Video

Details

Item Title

2023-811 Contract for Consulting Services with NUE Urban Concepts LLC (B)

Attachments

2023-811 Agenda Item - Contract for Consulting Services with NUE Urban Concepts LLC 2023090...

2023-811A NUE Urban Concepts LLC Submittal 20230907.pdf

2023-811B NUE Urban Concepts Draft Consulting Services Contract 20230907.pdf

2023-811C City of Port St Lucie Sample Executive Summary 20230907.pdf

2023-811D City of St. Augustine Sample Executive Summary 20230907.pdf

2023-811E Mobility Plan RFP-MOBX-230063-DS Award Public Notice 20230907.pdf

2023-811F Mobility Plan Small Business Efforts Checklist 20230907.pdf

2023-811G Mobility Plan RFP-MOBX-230063-DS Evaluation Documents 20230907.pdf

2023-811H Mobility Plan RFP-MOBX-230063-DS Bid Tab 20230907.pdf

2023-811I Mobility Plan RFP-MOBX-230063-DS 20230907.pdf

Votes

1

Moved: Commissioner Eastman
Seconded: Commissioner Chestnut

Result: Approved On Consent

Recommendation: The City Commission authorize the City Manager or designee to execute all necessary contract documents, subject to approval by the City Attorney as to form and legality.

Section 7, Item c.

BID COVER

Procurement Division

(352) 334-5021(main)

Gainesville

Issue Date: June 28, 20	023
REQUEST FOR PROPOSAL: #MOBX-230063-DS	
Mobility Plan	
PRE-PROPOSAL MEETING: ☐ Non-Mandatory ☐ Mandatory ☐ N/A ☐ Includes Site Visit DATE: TIME: LOCATION:	
QUESTION SUBMITTAL DUE DATE: July 16, 2023	
All meetings and submittal deadlines are Eastern Time (ET).	
DUE DATE FOR UPLOADING PROPOSAL: July 31, 2023, 3:00pm	
SUMMARY OF SCOPE OF WORK: Development of a mobility plan and associated fee system to replace existing Transportation Mobility Program, including analysis of transportation needs, delineation of new mobility fee zones, establishment of fee structure and fee methodolog and any associated amendments to Comprehensive Plan and Land Development Code.	у,
For questions relating to this solicitation, contact: Daphyne Sesco, Procurement Specialist 3, sescoda@gainesvillefl.gov	
Bidder is <u>not</u> in arrears to City upon any debt, fee, tax or contract: Bidder is NOT in arrears Bidder IS in arrears Bidder IS in default Bidder IS in default	
Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive of Uploading an incomplete document may deem the offer non-responsive, causing rejection.	
ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered part of my offer: Addenda received (list all) #	d as
Legal Name of Bidder: NUE Urban Concepts, LLC	
DBA:NUE Urban Concepts, LLC	
Authorized Representative Name/Title: Jonathan B. Paul, AICP, Principal	
E-mail Address: nueurbanconcepts@gmail.com FEIN: 45-3687255	
Street Address: 747 SW 2nd Ave, Suite 190, Gainesville, FL 32601	
Mailing Address (if different): 2000 PGA Blvd, Suite 4440, Palm Beach Gardens, FL 33408	
Telephone: (<u>833</u>) <u>682-8484</u> Fax: (<u>N/A</u>	
By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,	ents
Proposal is in full compliance with the Specifications.	
Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
SIGNER'S PRINTED NAME: Jonathan B. Paul DATE: 07/31/2023	



City of Gainesville

Section 7, Item c.

Request for Proposal: #MOBX-230063-DS

Mobility Plan

July 31, 2023

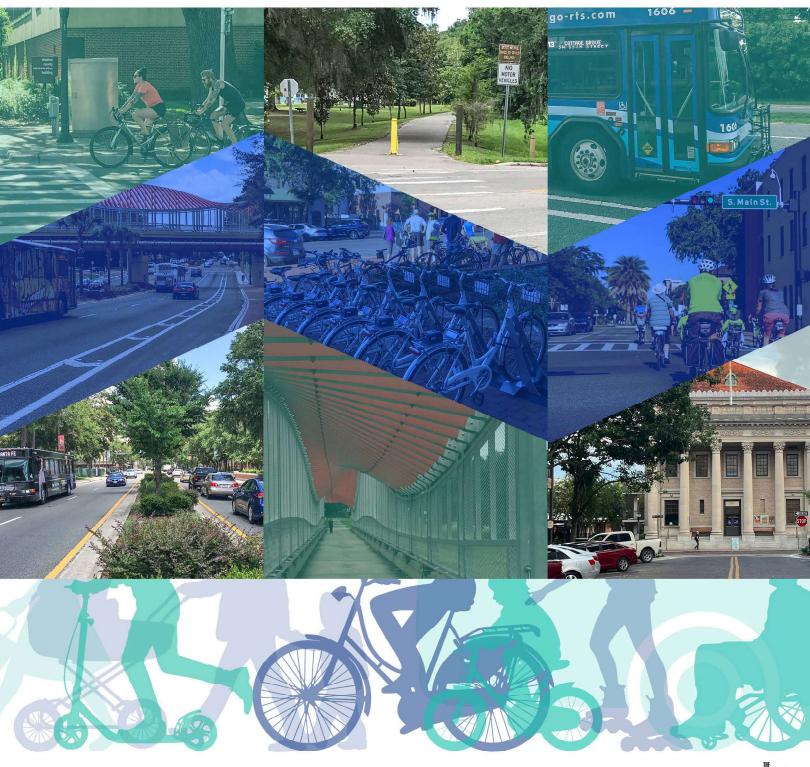










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Supplemental Documents:

City of Port St Lucie 2045 Mobility Plan & Mobility Fee Executive Summary City of St. Augustine Mobility Plan & Mobility Fee Technical Report Executive Summary

Statem Section 7, Item c. Qualifications







747 SW 2nd Ave, Suite 190 Gainesville, FL 32601 833-NUC-8484

July 31st, 2023

Daphyne Sesco
Procurement Specialist 3
City of Gainesville
Procurement Division

Re: RFP #MOBX-230063-DS Mobility Plan

NUE Urban Concepts, LLC is pleased to present our team's Statement of Qualifications to develop a Multimodal Mobility System that serves as a natural progression and replacement of the City's existing Transportation Mobility Program. Our team, collectively known as the Mobility Cohort, has successfully assisted local governments throughout Florida with development of award-winning mobility plans and fee systems.

The Mobility Cohort has a proven track record for delivering plans and fee systems and has the necessary qualifications to: (1) develop a mobility plan that addresses existing and future mobility needs; (2) create a fee system based on a proven methodology that includes updated mobility zones and a structure that allows future development to equitably mitigate its transportation impact as required by the dual rational nexus and rough proportionality test; and (3) prepare necessary amendments to the City's Comprehensive Plan and Land Development Code.

The Mobility Cohort features two (2) certified planners and a licensed professional engineer and brings over 100 years of mobility plan and mobility fee, land use, transportation and complete streets, parking, public outreach, urban design, impact fee, transportation mitigation, and engineering experience to the City of Gainesville. Mobility Cohort members have recently developed adopted mobility plans and fee systems for the Cities of Lake Wales, Port St. Lucie, and St. Augustine, along with the Town of Lake Park. The Mobility Cohort are currently finalizing mobility plans and alternative fee systems for Alachua, Okaloosa, and Walton Counties, the Cities of Boynton Beach, Longwood, Oviedo, Palm Beach Gardens, and the Village of Indiantown.

The Mobility Cohort consist of four small consulting firms who have worked together for multiple years developing mobility plans and mobility fee systems. NUE Urban Concepts (NUC) will lead development of the Multimodal Mobility System and will be supported by a group of professional planners and engineers with complementary skills and expertise that includes: (1) DDEC, LLC; (2) Future Plan Consulting, LLC (FPC); and (3) The Republic of Design (ROD).

The Mobility Cohort lead and project manager will be Jonathan B. Paul, AICP, the Principal of NUC. Uyen Dang, P.E. the President of DDEC, LLC will assist with innovative mobility designs, engineering, and cost estimates. Robert Schiffer, AICP, the President of FPC, will lead travel demand modeling. Lauren Rushing, with NUC, will serve as project coordinator and principal planner. Margarita Yerastova, President of ROD, will lead graphic design.



NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

NUE Urban Concepts was established in 2011 and has been serving clients throughout Florida for the past 12 years. Jonathan Paul, AICP has 25 years of private, public, and university sector experience. This experience includes land use and transportation planning, traffic impact studies, dynamic parking management, and the administration, development, implementation, and update of impact fees, mobility fees, transportation concurrency, and alternative concurrency systems. This experience includes serving as Alachua County's Concurrency and Impact fee Manager, the CDD Chairman and Lead Planner for Celebration Pointe, and conducting numerous traffic impact analysis for private developments in Gainesville and Alachua County.

To avoid any potential conflicts of interest, over two (2) years ago NUE Urban Concepts elected to stop serving as CDD Chairman and Lead Planner for Celebration Pointe and no longer provide planning services or conducted traffic impact analysis for private developments in Gainesville, Alachua County, or any municipality within the County. The Mobility Cohort has been working with Alachua County staff over the past year to update its Fire and Park Impact Fees and to update its Mobility Plan and transition its Multimodal Transportation Mitigation (MMTM) Program to a Mobility Fee system.

Mr. Paul, in conjunction with Dr. James C. Nicholas, developed the first Mobility Plan and Mobility Fee in Florida for Alachua County in 2010 and 2011, which became a pilot study to serve as a statewide model and established an approach and methodology to calculating mobility fees that has been refined over the last decade. Dr. Nicholas, considered to be one of the founding fathers of impact fees, has served as a mentor to Mr. Paul. Jonathan had the pleasure to collaborate with Dr. Nicholas and Dr. Chris Nelson, another founding father of impact fees, by writing the **Mobility Fee Chapter**, based on a mobility plan, for their recently published (2023) book: "**Proportionate Share Impact Fees and Development Mitigation.**"

Due to a track record of delivering mobility plan and mobility fees, the Mobility Cohort is assisting a number of its local government clients with follow on sub area and corridor studies, downtown parking master plans, amendments to their Comprehensive Plan and Land Development Regulations and update of park, fire, police, and public building impact fees. The Cohort has also updated prior plan and fee studies for Altamonte Springs and Sarasota County and will shortly be starting an update of the City of DeBary Mobility Plan and Mobility Fee system.

The project manager, Jonathan B. Paul, AICP can be reached at the following: (352) 363-0614 (c), 833-682-8484 (o), or email at nueurbanconcepts@gmail.com. The principal office that will serve the City of Gainesville is located at 747 SW 2nd Ave, Suite 190, Gainesville, FL 32601. The Mobility Cohort has the experience and expertise to deliver a high-quality mobility plan and associated fee system to the City of Gainesville. Thank you for considering the Mobility Cohort.

Sincerely,

Jonathan B. Paul, AICP

Principal, NUE Urban Concepts, LLC



Tech Section 7, Item c. Proposal





TECHNICAL PROPOSAL

PROJECT APPROACH

The Mobility Cohort's mission is to improve the quality of life in cities by planning and designing urban environments that serve people, not just cars. To achieve this, our work focuses on providing engaging public spaces, facilitating safe and convenient mobility and access to jobs and daily needs, and removing barriers to opportunities and affordability that have been created by traditional land development practices. Our approach is guided by four pillars:



Data

We take a data-driven approach to deconstructing complex planning and mobility issues, analyzing traffic and travel patterns, and telling the story of the communities we work in. We use data to help facilitate informed decision-making with our clients and to inform project recommendations.



Visualization

A picture is worth a thousand words and sometimes a story is best told through creative visualizations. We take our data analysis one step further by developing high quality visualizations that communicate our analyses, innovative concepts, and recommendations in an easy-to-understand way.



Engagement

In all of our projects, we strive to facilitate communication, coordination, and collaboration between our clients and relevant public agencies, private businesses, developers, and local residents that result in comprehensive, strategic decision making and project implementation.



Innovation

The Mobility Cohort dedicates 10% of its time to innovation – whether that's continuing our education, staying up to date with the latest planning trends and issues, or developing innovative concepts to implement in our work, the Mobility Cohort is dedicated to being an innovative leader in the field of urban planning and mobility.

The goal of the Mobility Cohort is to provide the City of Gainesville with the knowledge, skills, and expertise needed to develop a holistic mobility plan that addresses current and future mobility needs based on existing and future travel demand. The Mobility Plans developed by the Mobility Cohort are not just a reference to projects that are already identified in a Long Range Transportation Plan (LRTP).

Our mobility plans draw from Plans and Studies conducted for the community and identify improvements, programs, and services to fill in gaps in the multimodal network not addressed by these Plans and Studies. The mobility plans developed by the Mobility Cohort also evaluate where future growth, through new development, infill and redevelopment, is projected to occur and what multimodal projects are needed to meet future travel demands from that growth as required by Florida Statute.

The forward-looking mobility plan to be developed by the Mobility Cohort can be used as the City's vision for mobility to guide the next update of the Gainesville and Alachua County LRTP. The prior LRTP, for various stated reasons by the Metropolitan Transportation Planning Organization (MTPO), used descriptions and language for projects that strayed far from long held visions of both the City and the County to emphasize multimodal mobility through an interconnected network of streets, bike and multimodal lanes, sidewalks, paths, trails, and transit service. The mobility plan will enable the City to present a community vetted plan of its vision for mobility over the next 20 plus years.

The Mobility Cohort has always advocated for the development of comprehensive mobility plans to serve as the basis for developing and updating fee systems, as required by Florida Statute. There are consulting firms that have developed road, transportation or multimodal impact fees that are consumption or standard based, with passing references to LRTPs. Other consultants may have developed transportation plans, master plans, or LRTPs. Few consultants, other than the members of the Mobility Cohort, have developed mobility fees, multimodal impact fees, and alternative fee systems that are based on the multimodal projects included in mobility plans developed by the consultant.

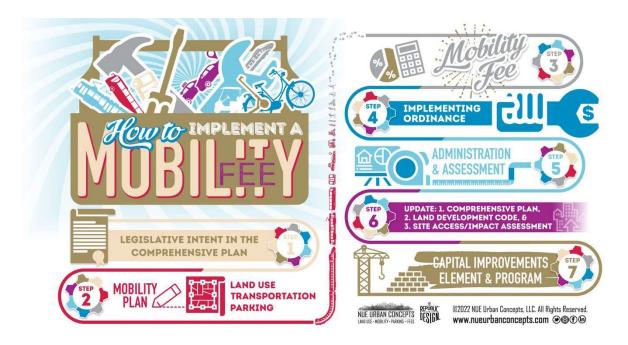
The Mobility Cohort has worked with numerous communities, both large, small, and everywhere in between, to develop mobility plans and fee systems that are specific to the needs and desires of the community. Our team does not employ a cookie cutter approach of developing fee systems that are barely distinguishable between local governments, other than the names on the fee study.

Due to Florida Statute requirements that new or increased fees provide a minimum of 90 days before becoming effective and Florida Department of Economic Opportunity (DEO) time frames for review of large-scale amendments to Comprehensive Plans, the Mobility Cohort has typically encouraged a two phased approach to Comprehensive Plan Amendments.

The first phase is a smaller scale amendment to establish legislative intent in the Comprehensive Plan to adopt a mobility plan and fee system and indicate that the transition to the new system would occur per the time frames established in the implementing ordinance. The second phase would remove conflicting and legacy goals, objectives, and policies to ensure internal consistency with statutory requirements and to fully integrate the mobility plan and fee system.

Drawing from extensive experience, given how integrated the Transportation Mobility Program is within the City's Comprehensive Plan and the existing interconnections between site access, mobility performance measures, and off-site mitigation, the amendments to the Comprehensive Plan and Land Development Code may end up being a more iterative process and deviate some from the RFQ sequence of task. The Mobility Cohort has the experience and expertise to guide the City through the process of transitioning systems and ultimately arriving at the desired end goal of a functional and updated mitigation system that meets legal and statutory requirements.

The Mobility Cohort has identified the following seven major components to developing a statutorily sound and legally defensible mobility funding system (example from St. Augustine Mobility Plan and Fee):



The Mobility Cohort's approach starts with holding a kick-off meeting with City staff to provide an overview of mobility plans, alterative fee systems, statutory requirements, and to share past experiences. The Cohort has found that the overview has been a useful tool to facilitate discussions between our team members and City Staff. The kick-off meeting will also be an opportunity to refine the project schedule, discuss deliverables, and to discuss the potential for outside factors that may influence the update, such as elections, upcoming legislative schedule, and major developments.

The kick-off meeting also provides our team with the ability to clearly define the types of data, information, and plans that we need from the City. Following the kick-off meeting, our team will prepare a data collection request and schedule a virtual meeting, if necessary, to address any questions related to the data request. Updates to the project schedule and deliverables, if necessary, will be prepared and delivered to the City following the kick-off meeting and review of the requested data and information.

PROJECT UNDERSTANDING

This proposal is a response to the City of Gainesville's bid to hire an experienced and qualified firm to develop a mobility plan and associated fee system to replace its existing Transportation Mobility Program. Tasks also include an analysis of transportation needs, delineation of new mobility fee zones, establishment of a fee structure and fee methodology, and any associated amendments to the Comprehensive Plan and Land Development Code.

Recent amendments to Florida Statute 163.31801 have established and codified case law for the development and update of impact fees and alternative fee systems. Beyond requiring that fees be based on the most recent and localized data, the amendments to the "Impact Fee Act" require that fees be based on a plan of capital improvements, that there be a clear nexus between the impact of new development and the need for capital improvements, and demonstration that a benefit is provided to the entities that pay the fee.

The Mobility Plan serves as the basis for the establishment of an alternative fee system that replaces transportation concurrency. An alternative fee allows new development and redevelopment to mitigate its impact to the transportation system through payment of a one-time fee. Alternative fee systems are a principal means for local governments to specifically levy a one-time assessment on new development and redevelopment, that results in an increase in travel demand above the existing use of land, to fund multimodal projects identified in a mobility plan.

An effective Mobility Plan provides a blueprint for that vision that identifies multimodal projects that connect neighborhoods with important destinations. Protected bike lanes, multimodal flex lanes, multiuse trails, shared-use paths, sidewalks, dedicated transit lanes, transit facilities, transit service, mobility hubs, roundabouts, intersection improvements, and new and wider roads are all examples of multimodal projects that may be identified in a mobility plan. The Mobility Cohort has successfully integrated transit service, both surface and water, along with autonomous transit shuttles, bike and car share programs, micromobility services such as e-bikes and e-scooters, dynamic parking management strategies, and neighborhood traffic calming programs into mobility plans.

The following are the major tasks that the Mobility Cohort will undertake to develop a mobility plan and fee system, along with amendments to the Comprehensive Plan, Land Development Code and community engagement and outreach:

- Task 1: Data Collection & Document Review
- Task 2: Analysis of Transportation Needs and Funding Strategies
- Task 3: Development of Updated Zones and Fee Schedules
- **Task 4: Final Report and Documentation of Methods**
- Task 5: Stakeholder meetings
- Task 6: Revisions to the Land Development Code and Comprehensive Plan
- Task 7: Public Hearing and Draft Ordinance(s)



The following are the 18 steps that the Mobility Cohort will undertake to complete Task 1 thru Task 7 identified above and further detailed in RFP #MOBX-230063-DS. The Mobility Cohort has successfully undertaken these steps to develop community specific mobility plan and fee systems for local governments across Florida (example from Port St. Lucie Mobility Plan and Fee):



SCOPE OF SERVICES

Task 1: Data Collection & Document Review

The Mobility Cohort will review the documents included under Task 1 for RFP #MOBX-230063-DS. In addition, our team will review the data requested as detailed under project approach. Gaps in data will be filled, to the maximum extent feasible, utilizing data collected by Alachua County and FDOT. Missing data critical to the development of a legally defensible mobility plan and fee system will be discussed with the City and appropriate solutions will be developed.

Task 2: Analysis of Transportation Needs and Funding Strategies

The Mobility Cohort will draft an initial mobility plan after completion of data collection, a review of pertinent documents, and discussions with City staff on specific needs and desires for multimodal projects (transit needs are included under multimodal projects). This process begins with compiling a list of programmed City transportation projects to ensure the team has a full understanding of what projects will be implemented in the future. The next step is to compile a list of the future proposed projects from the documents review in Task 1. The list of future proposed projects will serve as the basis for the Mobility Plan projects list. To inform Mobility Plan recommendations, our team will perform an analysis of mode shares, to the extent such information is readily available from data sources, throughout different areas of the City and develop GIS maps of existing transportation infrastructure (i.e., sidewalks, bicycle lanes, roads, transit, trails, etc.), key points of interest, planned and proposed infrastructure projects, and the mobility plan study network.

If the City so chooses, the Mobility Cohort will also develop city-wide Multimodal Quality of Service (QOS) Standards which will be evaluated and aid in identifying multimodal improvements in the Mobility Plan. Florida Statute 163.3180 (5)(f)(5) identifies the option to establish multimodal quality of service (QOS) standards as part of a mobility plan and associated funding systems. Some local governments have chosen to completely replace traditional roadway LOS standards with Street and Multimodal QOS Standards. Multimodal QOS standards are based on the types of facilities for people walking, bicycling, using micromobility, and riding microtransit included in the Mobility Plan. Street quality of service (QOS) standards, based on posted speed limits, can be used in conjunction with areawide roadway LOS standards as a planning tool used for innovative street design.

The team's work up to this point will then be agglomerated to draft a Mobility Plan. Once the data collected in Task 1 has been mapped and analyzed, this analysis will be used, in conjunction with guidance and feedback from City staff and stakeholders, to identify additional transportation needs and make recommendations for infrastructure, policies, and programs that will create and facilitate a connected, integrated multimodal transportation system that improves mobility and quality of life in the City of Gainesville. The Mobility Plan will include maps of the of the recommended improvements and tabular data describing the multimodal improvements, planning level cost estimates, the timeline in which projects should be integrated into the Gainesville Capital Improvements Plan, and potential existing and future funding sources.



Task 3: Development of Updated Zones and Fee Schedules

The Mobility Cohort will evaluate potential changes to existing TMPA zone boundaries. The Cohort recommends that the City consider renaming the TMPA zone boundaries to corresponding assessment areas. Since the mobility plan will serve as the basis for development of a fee assessed on new development, the use of the term assessment area is more appropriate and would provide for a clearer transition from the existing TMPA system.

The new assessment areas would be accompanied by a new fee assessment schedule that varies for different land uses based on projected impact of the land use. The methodology to develop the fee would be detailed in a Technical Report. The Technical Report would document how the fee meets the dual rational nexus and rough proportionately tests established in case law and through Florida Statutes.

The fee would vary by assessment area based on projected travel within the assessment area, and the need for multimodal projects (which include transit needs) and the cost of those projects within each assessment area. The Mobility Cohort has developed fee schedules that include a uniform fee across an entire City or County and has developed fee schedules that feature six different assessment areas. Ultimately the number of assessment areas and the difference in fees will depend on travel characteristics, future growth and the need for multimodal projects and the UF Context Area (transit) fee.

Task 4: Final Report and Documentation of Methods

The culmination of the above tasks is a City of Gainesville Mobility Plan and a City of Gainesville Fee Technical Report. The Technical Report will outline assessment area boundaries, fee schedules, including data collection, the fee methodology, and the establishment of benefit districts to ensure that fees paid by new development are expended on multimodal projects that provide a benefit to the new development. The mobility plan and fee technical report will include necessary elements to ensure consistency with case law and Florida Statute.

Task 5: Stakeholder meetings

The Mobility Cohort will coordinate early on with City staff to identify key stakeholders to be actively involved in development of the Mobility Plan and associated fee system. Where appropriate, our team makes extensive use of visualizations in outreach efforts and to educate community stakeholders and the public. The Cohort also believes in being transparency and prepares simple to read overviews to explain the project process.

Our team has extensive community engagement experience with many different communities and a wide range of stakeholders. The Cohort team will work closely with the City's community engagement and communications staff to develop an action plan that will chart the course for our engagement in support of the Mobility Plan and associated fee system. The Cohort will conduct three (3) public/stakeholder meetings (virtual or in-person) prior to the required public hearings.



Task 6: Revisions to the Land Development Code and Comprehensive Plan

The adoption of a Mobility Plan and associated fee system will require amendments to the Land Development Code and Comprehensive Plan to address internal consistency. As was described under project approach, there may be a need for an iterative approach to preparing amendments to the Comprehensive Plan and Land Development Code. The Mobility Plan may also include recommendations for service quality of standards and other mobility related policies that will need to be included in the Comprehensive Plan. The Mobility Cohort will develop recommended amendments to the Land Development Code and Comprehensive Plan. The City would prepare Staff Reports with assistance from the Mobility Cohort and process the amendments through the City's agenda process and DEO.

Task 7: Public Hearing and Draft Ordinance(s)

The Mobility Cohort will coordinate with the City Attorney's office to draft an ordinance for adoption of the Mobility Plan and associated fee system. One or more members of the Mobility Cohort will attend and present the Mobility Plan and associated fee system at two (2) City Plan Board hearings and two (2) City Commission meetings. Attendance at two (2) additional hearings will be provided as needed.

Final Deliverables

- 1. Backup information (GIS analysis, cost estimations) and presentations and other documents produced for public meetings or hearings.
- 2. GIS layers and other files created as part of analysis
- 3. Mobility Plan, including maps of programmed and needed transportation facilities, summary of background analysis, and technical report outlining the final schedule of fees and basis.
- 4. Templates to be utilized for annual fee updates

Additional Task Considerations Not Covered in the Scope

Following the successful completion of this RFP, the Mobility Cohort may be retained for additional professional services for implementation of the associated fee. These tasks would be addressed as either a separate Scope of Service or Scope of Service addendum.

BUILDING PERMIT INTEGRATION: The City's permit system may need to be updated to allow for the collection of a fee that differs from the current TMPA program. Some permit systems are relatively simple and can be accommodated through simple look up tables and excel spreadsheets. Other permit systems are propriety and require coordination with third party venders to initiate updates. Permit clerks may need to be trained and a process established for quality control checks. The building permit department is the front-line interaction with the development community. There is oftentimes further outreach done with the development community and builders during the implementation stage. Florida Statute requires a minimum of 90 days between the adoption of a fee implementing ordinance and collection of the fee.



FINANCE COORDINATION: Florida Statute requires that fees be maintained in separate funding accounts to allow for annual auditing. In addition, there are legal requirements regarding the collection and expenditure of fee funds and the ability to audit said expenditures. Coordination is required with Finance and Accounting and Budgeting Departments to ensure fund accounts are consistent with the adopted ordinance and Statutory requirements.

ADMINISTRATIVE SERVICE CHARGES: To relieve impact to the general fund, local governments frequently develop administrative service charges and fees to administer and implement the fee. Florida Statute requires service charges not exceed the cost to fully administer a fee. The Mobility Cohort can prepare a report documenting the cost to administer and implement a fee system.

ADMINISTRATIVE MANUAL: There are many day-to-day administrative items that arise in the assessment and collection of fees. Some local governments have developed an administrative manual to address these issues. The manual often incudes forms, review of fees for special requests related to credit, determinations, and offsets. The manual also provides consistency in implementation to address changes in Staff administering the ordinance and provides back-up to permit clerks and interim administrators should the individual(s) tasked with implementing the fee not be available. Florida Statute has placed the burden on local governments to defend not only its fee but also its administration.

MULTIMODAL INVENTORY AND QUALITY OF SERVICE ANALYSIS: The Mobility Cohort will prepare a multimodal Inventory of all collector and arterial roads in the City and conduct an existing Multimodal Quality of Service Analysis. The inventory will consist of a database including multimodal facility type, lengths, type of separation from vehicle traffic, and would assign an existing Multimodal QOS to on-street and off-street multimodal facilities. The establishment of a baseline QOS can be used as a benchmark to measure performance over time.

SITE ACCESS ASSESSMENTS / MOBILITY IMPACT ANALYSIS REQUIREMENTS: The City may wish to consider developing site related analysis requirements. These requirements address site related turn lanes, traffic control devices, trip generation, driveway design, access management, on-site and off-site multimodal improvements, internal circulation, and parking. While these requirements can be included in Land Development Code, they are also provided as separate stand-alone requirements.

PARKING & CURBSIDE MANAGEMENT STRATEGIES: The consultant will evaluate existing parking standards, design requirements, and curbside management policies. Parking and curbside management strategies to include shared parking, parking reductions for multimodal offsets, payment in lieu-of parking, dynamic pricing, time of day restrictions, and mobility hubs that create a park once environment will be evaluated. Recommendations for revisions to parking and curbside standards and design requirements will be prepared for inclusion in the Land Development Code.

MOBILITY COHORT TEAM

The Mobility Cohort brings over 100 years of mobility plan, mobility fee and alternative transportation funding system, transportation mitigation, and planning experience to provide the City of Gainesville with professional services for developing a mobility plan and associated fee system, consistent with Florida Statute. Our team has helped numerous communities throughout Florida develop, adopt and update mobility plans, mobility fees, and alternative transportation funding systems and is currently working with Alachua, Okaloosa, and Walton Counties, the Cities of Boynton Beach, Longwood, Oviedo, Palm Beach Gardens, and the Village of Indiantown.

The Cohort is also working with the Cities of Altamonte Springs and Port St. Lucie to update their Comprehensive Plans and Land Development Regulations to integrate their adopted Mobility Plans and Mobility Fees. The Mobility Cohort members have developed mobility plans and fee systems for the Cities of Altamonte Springs, Bradenton, Lake Wales, Port St. Lucie, and St. Augustine, Sarasota County, the Town of Lake Park, and the Village of Wellignton in the last few years.

The Mobility Cohort has real-world experience and expertise assessing, developing, expending, and updating fee systems for local governments. The Mobility Cohort members have successfully developed more combined mobility plans and fees than any other firm in Florida. The following are the Mobility Cohort members and their roles in delivering services to the City of Gainesville, followed by a summary of their experience and expertise:

- Jonathan B. Paul, AICP, will serve as the project manager and the primary point of contact
- Uyen Dang, PE will serve as the traffic engineer
- Robert G. Schiffer, AICP, will lead future travel demand modeling
- Lauren Rushing, will serve as principal planner and project coordinator and will lead GIS
- Margarita Yerastova, will lead graphic design and serve as a senior planner



Jonathan B. Paul, AICP, the Principal of NUE Urban Concepts and Co-Founder of the Mobility Cohort will serve as the Project Manager and the primary point of contact. Mr. Paul brings 25 years of public and private sector planning experience and 20 years administering, developing, and updating mobility plans and alternative mobility, impact fee, mobility fee, and transportation concurrency systems. Mr. Paul served 10 years as a Manager and Director for Alachua and Sarasota Counties, and four years as

Principal Planner in Hillsborough County, developing, updating, and administering their concurrency management, impact fee, and mobility fee programs. He has also developed innovative funding techniques to fund mobility and accessibility improvements. Recently he has used Streetlight data to measure origin and destination trips for developing mobility plans and fees and has been integrating areawide level of service, multimodal quality of service, and FDOT's complete street context classifications into mobility plan and fees. Jonathan has developed mobility plan and fee systems from St. Augustine to Sarasota, from Seaside to Miami Beach and for various communities through-out Florida.



Uyen Dang, PE, Principal at DDEC and Co-Founder of the Mobility Cohort, has over 15 years of experience in mobility plans and mobility fees, transportation, streetscape, and livable communities, and will serve as the **Traffic Engineer**. Mrs. Dang was the City Traffic Engineer for the City of West Palm Beach and oversaw all transportation elements including transformative projects such as the Clematis Street Streetscape project and development review. She led the City's adoption of its multimodal transportation program including the Vision Zero program, smart parking technology

and the shared mobility program. In 2017, Uyen led planning efforts such as the WPB Mobility Study, Downtown Parking Study, the Okeechobee Corridor Study, and the proposed ITC Mobility Hub. Mrs. Dang has worked with NUE Urban Concepts and other members of the Mobility Cohort to develop mobility plans and mobility fees for several local governments across Florida in the last three years. Mrs. Dang is a Cityfi Affiliate, founding class of NACTO Leadership, chair of the Palm Beach Citizen Advisory Committee, and a member of the MUTCD representing the NACTO delegation.



Mr. Robert G. Schiffer, AICP, the President of FuturePlan will lead future travel demand modeling. Rob has over 36 years of experience in long range and strategic transportation planning and travel demand modeling. Mr. Schiffer is a recognized statewide and national expert in travel demand modeling and serves on multiple Transportation Research Boards. He is currently working on integrating big data and travel pattern data from cell phones (StreetLight) into travel demand modeling,

mobility plans, and mobility fees. Mr. Schiffer has worked with NUE Urban Concepts and the Mobility Cohort for several years on the development of mobility plans and mobility fees throughout Florida. Mr. Schiffer is an experienced staff mentor, project manager, and marketing leader with a diverse background in all areas of transportation planning. His experience encompasses travel demand models and planning studies for national, statewide, regional, municipal, subarea, and rural jurisdictions.



Lauren Rushing, Project Manager & Principal Planner with NUE Urban Concepts, will serve as Principal Planner and Project Coordinator and will lead Geographic Information System (GIS). Ms. Rushing has more than seven (7) years of experience in strategic transportation planning, bicycle and pedestrian planning, growth management, traffic impact analysis, developments of regional impact, impact fees, and transportation advocacy both in the United States and in the Netherlands. Driven by an interest in active transportation and particularly bicycle culture, Ms. Rushing spent three years living and working as a transportation advisor in Amsterdam where

she contributed GIS, data analysis, and design skills to strategic mobility projects across the Netherlands. She now applies this experience and lessons learned abroad to mobility planning in the United States and assists local governments in developing plans to improve multimodal mobility and quality of life in their communities. Ms. Rushing has worked with NUE Urban Concepts for the past three years developing and implementing mobility plans and mobility fees throughout Florida. Ms. Rushing holds a bachelor's degree in Environmental Science & Policy and a master's degree in Urban and Regional Planning from Florida State University. She serves as a board member of the First Coast Section of the American Planning Association and Secretary of the Jacksonville Bicycle & Pedestrian Advisory Committee.



Margarita Yerastova, the President of the Republic of Design will lead graphic design and serve as a Senior Planner. Margarita brings over 14 years of transportation planning and graphic design experience. For the past seven years, she has worked closely with NUE Urban Concepts and has assisted in the development of mobility plans and mobility fees, public outreach and graphics. Mrs. Yerastova excels in illustrating proposed multimodal improvements and developing before and after

renderings and aerial perspectives of improvements, both of which are effective tools in public engagement. Previously, Mrs. Yerastova worked for the City of Delray Beach as the Bicycle and Pedestrian Mobility Coordinator where she Managed transportation projects such as Complete Streets, bikeshare, Vision Zero, bicycle and pedestrian master planning, and the ADA Implementation Study. Mrs. Yerastova brings recent experience developing and implementing creative improvements for people walking, bicycling, and accessing transit in Amsterdam and communities throughout Northern Europe.

Resumes for the Mobility Cohort Team are provided at the end of this section.

PROJECT EXPERIENCE

The Mobility Cohort members have completed numerous projects together in the last three (3) years related to mobility plans, mobility fees, transportation mitigation, and alternative transportation concurrency systems. The following is a list of current and selected past related projects, along with the status of the project, the project ID for more detailed descriptions, a general project description, and the role of each Mobility Cohort member in the project:

Current & Select Prior Projects		INVOLVEMENT (P=Prime, S=Sub)					
Status	ID	Projects Description	JP	UD	RS	LR	MY
Ordinance	1	Alachua County: Mobility Plan & Alternative Mobility Funding System	Р	S	S	Р	S
Ordinance		Oviedo: CPA, Mobility Plan & Mobility Fee	Р	S	S	Р	S
Plan & Fee	2	Palm Beach Gardens: Mobility Plan & Mobility Fee Update; CPA, Mobility Plan & Fee (2019)	Р	S	S	Р	S
Ordinance	3	Okaloosa County: Mobility Plan & Fee	Р	S	S	Р	S
Plan & Fee		Longwood: Mobility Plan & Mobility Fee	Р	S	S	Р	S
Ordinance		Indiantown: Mobility Plan & Mobility Fee	Р	S	S	Р	S
Plan & Fee		DeBary: Mobility Plan & Mobility Fee Update; CPA, Mobility Plan & Fee (2019)	Р	S	S	Р	S
Adopted	4	Lake Park: CPA, Mobility Plan & Fee (2023)	Р	S	S	Р	S

Current & Prior Projects		INVOLVEMENT (P=Prime, S=Sub)					
Status	ID	Projects Description	JP	UD	RS	LR	MY
Adopted	5	Port St. Lucie: Mobility Plan (2023) & Mobility Fee Update (2022); Mobility Plan & Fee (2021)	Р	S	S	P	S
Adopted	6	Lake Wales: CPA, Mobility Plan & Multimodal Impact Fee (2022)	Р	S	S	S	S
Adopted	7	Sarasota: Mobility Plan & Fee Update (2022); Mobility Plan & Fee (2015)	Р		S	Р	S
Adopted	8	St. Augustine: Mobility Plan & Mobility Fee (2021)	Р	S	S	Р	S
Ordinance		Boynton Beach: Mobility Plan & Fee	Р	S	S	Р	S
Adopted		Wellington: Mobility Plan & Multimodal Impact Fee	S		S	S	S
Ordinance		Bradenton: Mobility Plan & Fee	Р		S	Р	S
Adopted	9	Altamonte Springs: Mobility Plan & Fee Update (2020); Mobility Plan & Fee (2015)	Р		S	S	S
Ordinance	10	Walton Co: Mobility Plan & Mobility Fee	Р		S	S	S
Adopted		West Palm Beach: Mobility Plan & Fee	S	Р			S
Adopted		Miami Beach: Plan and Mobility Fee	S				
		ADDITIONAL MOBILITY PROJECTS ONG	OING				
Ongoing		Altamonte Springs Comprehensive Plan Amendment	Р	S	S	Р	S
Ongoing		Port St. Lucie Comprehensive Plan Amendment	Р			Р	S
Ongoing		St. Augustine: St. George Multimodal Area Study	S	Р		S	S
Ongoing		Cape Corral: Downtown Parking Master Plan	S	Р		S	
JP Jonathan B. Paul, AICP - Project Manager (NUE Urban Concepts, LLC)							
UD Uyen Dang, PE - Traffic Engineer (DDEC, LLC)							
RS Robert Schiffer, AICP - Travel Demand Modeling (Future Plan Consulting, LLC)							
LR Lauren Rushing - GIS Lead & Project Coordinator (NUE Urban Concepts, LLC)							
MY Margarita Yerastova - Graphics & Senior Planner (Republic of Design)							

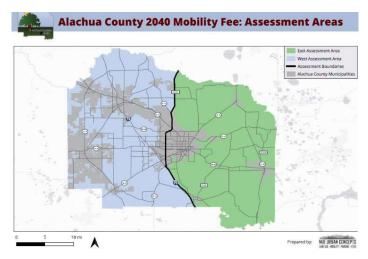
The update of the Palm Beach Gardens Mobility Plan and Mobility Fee, and the Okaloosa and Walton County Mobility Plan and Fee implementation will be the large mobility projects for the Cohort after October 1st, 2023. The projects listed with an ordinance under status are projected to be adopted on or before October 1st, 2023. The Mobility Cohort has been preparing for the possibility of an RFP / RFQ for the City of Gainesville Mobility Study in the fall of 2023. Project descriptions and references are provided on the following pages:



1. Alachua County, FL: Alternative Mobility Funding System Update, Mobility Plan & Multimodal Transportation Mitigation (MMTM)

The Mobility Cohort is currently working with Alachua County to update its Alternative Mobility Funding System. The existing Transportation Impact Fee was developed, in conjunction with Dr. James Nicholas, by Jonathan B. Paul in 2006 as Impact Fee and Concurrency Manager with Alachua County. At the time, the fees were consumption-based impact fees.

The Transportation Impact Fee had been updated several times until it was replaced by the current Multimodal Transportation Mitigation (MMTM) System, an alternative to mobility fees, proportionate share, and impact fees. The current update is moving towards conversion to a Mobility Fee. The Mobility Plan projects, including transit service, have been updated with recent cost and capacity data. The Mobility Fee will replace the MMTM system for all new developments that do not currently have an MMTM agreement with the County.



The original Mobility Plan included establishing new goals, objectives, policies, level of service standards, and multimodal projects into the Future Land Use, Transportation and Capital Improvement Elements of the Comprehensive Plan. The Mobility Plan introduced overlays for both Traditional Neighborhood Developments (TNDs) and Transit-Oriented Developments (TODs) to be designed in accordance with the Land Development Code standards and designs developed as part of the Mobility Plan.

The Mobility Fee will feature an East Assessment Area with lower Mobility Fees due to fewer road capacity needs and a West Assessment Area with higher Mobility Fees due to greater road capacity needs. There will be three (3) Mobility Fee Benefit Districts where fees collected will be expended on multimodal projects in the Mobility Plan. The Mobility Fee schedule has also been streamlined from the current schedule of land uses based on the latest market trends and similar travel characteristics.

Total budget: \$150,000 with a \$10,000 cap for additional services.

Client: Alachua County Growth Management Department

Project Manager: Chris Dawson, AICP, Transportation Planning Manager

Address: 10 SW 2nd Avenue, Gainesville, FL 32608

Email: cdawson@alachuacounty.us

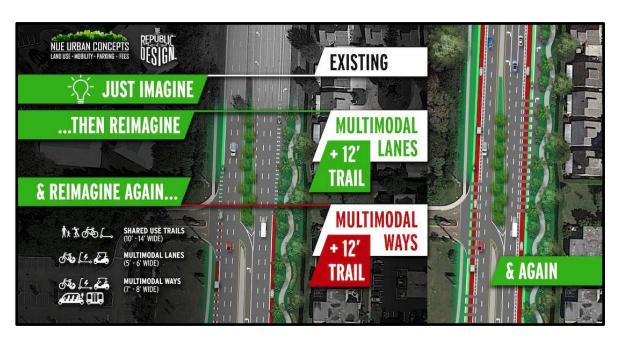
Number: 352-374-5249



2. Palm Beach Gardens, FL: Mobility Plan & Mobility Fee Update, Evaluation & Appraisal Report (EAR), Concurrency Management System Update & Comprehensive Plan Amendment

The Mobility Cohort worked closely with City Staff to develop its Mobility Plan and Mobility Fee. The first step was assisting the City with the Evaluation and Appraisal Report (EAR) process and the development of updates to the Future Land Use, Transportation, and Capital Improvement Elements of the Comprehensive Plan. The updates included establishing legislative intent in the Comprehensive Plan for a mobility fee, based upon an adopted mobility plan. The intent of the mobility fee is to replace transportation concurrency and both Palm Beach County's and the City's road impact fees. The Mobility Plan is designed around providing mobility to and from the future Tri-Rail Coastal Transit Station and interconnecting mixed-use developments, employment centers, regional recreation destinations and the City's Government Center. Multimodal quality of service (QOS) standards for walking, bicycling, trails and transit were established in the plan to guide the design of future improvements. The plan also transitioned away from a segment-based roadway level of service (LOS) to an areawide road LOS.

The Mobility Plan emphasizes vastly expanding the City's Parkway System through the creation of highly visible, safe, convenient, and continuous multimodal trails throughout the City with streetscape and landscape elements. The integration of bike lanes and cycle tracks (aka protected bike lanes), both with highly visible green pavement markings with current bike facilities on State Roads, is being accomplished by repurposing existing travel lane widths. A total of four trolley circulator routes have been established emanating from the Tri-Rail Coastal station and connecting with future Mobility Hubs within major destinations. The Mobility Plan also includes the identification of numerous intersection improvements and pedestrian crosswalk enhancements coordinated with the City's Public Works, Police, and Fire Rescue Departments. The Cohort also developed polices for Complete Streets, Mobility Hubs, future transportation technology, land use overlays, and innovative parking strategies.



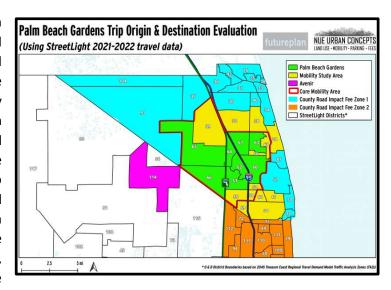
CITY OF GAINESVILLE

REQUEST FOR PROPOSALS (RFP) #MOBX-230063-DS MOBILITY PLAN

The City Mobility Fee replaced City and County transportation concurrency, proportionate share, and road impact fees. The mobility fee includes a single assessment area and benefit district for all areas of the City east of the Beeline Highway. The areas of the City west of the Beeline Highway are still subject to City and County transportation concurrency, proportionate share, and road impact fees. Palm Beach County has challenged the City's ability to opt-out of the County's road impact fee and transportation concurrency system, due to the County Charter. The Mobility Plan and Mobility Fee were adopted in 2019. The City and County are currently still going through the legal process.

In 2020, the Cohort worked with the City to amend its Comprehensive Plan to implement the Mobility Plan and Mobility Fee. The amendment also revised goals, objectives, and policies related to transportation concurrency, proportionate share, and road impact fees. The City's Land Development Code was also amended to revise transportation concurrency standards and to update its traffic impact analysis requirements to transition to site access assessments and implementation of the Mobility Plan.

The Mobility Cohort is now working with the City to update its Mobility Plan and Mobility Fee which are being considered for Citywide expansion. Citywide expansion would replace the current City road impact fee still being collected in western parts of the City. The updated Mobility Plan and Mobility Fee are utilizing big data (aka StreetLight) to evaluate origin and destination travel within the City, travel to and from adjacent municipalities, travel within the County's Road Impact Fee benefit district, and travel to the greater region. The



update also includes collection of new traffic counts, citywide inventory of multimodal facilities, and evaluating the retrofit of local streets to add sidewalks through a low-speed street traffic calming program.

Original Adoption budget: \$400,000 (2016 to 2020)

Impact Fee Update budget: \$171,000 Mobility Plan & Fee Update budget: \$299,000

Client: City of Palm Beach Gardens Planning and Zoning

Department

Project Manager: Natalie Crowley, AICP

Address: 10500 N. Military Trail, Palm Beach Gardens, FL

33410

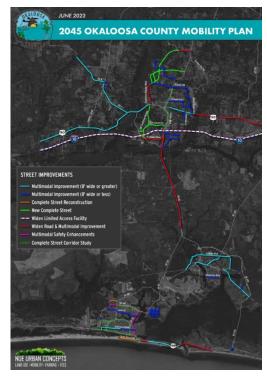
Email: NCrowley@pbgfl.com Number: (561) 799-4243



3. Okaloosa County, FL: Mobility Plan, Mobility Fee, Comprehensive Plan (CP) & Land Development Regulations (LDR) Update

The Mobility Cohort has developed a mobility plan for Okaloosa County that includes County and State Roads. Existing transportation plans such as the Okaloosa-Walton TPO 2045 Long Range Transportation Plan, the Okaloosa County infrastructure surtax project list, and municipal CIPs have been evaluated. Coordination meetings have been held with the municipalities to gauge interest in being part of the County's alternative mobility funding system. A detailed review of future travel demand was conducted using the latest Regional Travel Demand Model developed for FDOT District 3.

Existing traffic and travel characteristic data were collected and the County was divided into two zones. A detailed areawide road LOS analysis was conducted for each zone. The analysis included existing conditions and future conditions based on model calculated growth rates for each zone. Detailed GIS maps are being developed for the areawide LOS zones, assessment areas, benefit districts, and



mobility plan corridors and intersections. A detailed traffic database, linked to GIS, is being developed to combine numerous data sources, and provide a centralized place for existing and future traffic, number of lanes, functional class, road ownership, speed limits, multimodal facilities, LOS, and QOS analysis. In addition to areawide LOS analysis, street QOS for local roads, and multimodal QOS standards are also being developed for multimodal travel. An in-depth review of funding sources has been undertaking including state and federal funding, tourism taxes, and the existing infrastructure surtax.

A review of Alternative Mobility Funding Systems was conducted. It was determined that a mobility fee is the direction in which the County wishes to proceed to replace transportation concurrency and proportionate share. The mobility fee will be similar in scale to the existing proportionate share mitigation. An amendment to the Comprehensive Plan and LDRs will be undertaken to add mobility plan projects and update the functional class and thoroughfare plan maps and replace transportation concurrency and proportionate share with mobility fees.

Total budget: \$525,000

Client: Okaloosa County, Engineering Division
Project Manager: Scott Bitterman, P.E., County Engineer
Address: 1759 S Ferdon Blvd., Crestview, FL 32536

Email: <u>sbitterman@myokaloosa.com</u>

Number: 850-689-5772



4. Town of Lake Park, FL: Mobility Plan, Mobility Fee, Comprehensive Plan (CP)

The Mobility Cohort updated the Transportation and Capital Improvement Elements of the Town's Comprehensive Plan, including updated data, analysis, and mapping. The Mobility Cohort developed a detailed Mobility Plan based on the review of the 2045 TPA LRTP, other existing transportation plans, an evaluation of existing traffic and travel characteristics, and projected future travel demand using the Activity Based SE Florida Regional Travel Demand Model. An extensive select zone analysis was also conducted to evaluate trip interaction between zones in the Town, County, and adjacent municipalities and Counties. StreetLight Model Data is being used to evaluate external impact for negotiations with Palm Beach County. Daily traffic counts were collected for major local roads, collectors, and minor arterials to establish a solid existing conditions baseline and project future growth.



There is no central source for traffic and multimodal data for the Town, thus existing traffic and travel characteristics data and multimodal data was develop used to detailed traffic database connected to GIS. The data was used to conduct an areawide LOS analysis, street QOS analysis, and multimodal QOS

people walking, bicycling, riding micromobility devices and transit. An in-depth review of funding sources was evaluated including state and federal funding, tourism taxes, CRA funds, and the existing infrastructure sales tax. The mobility plan includes improvements to County roads, multimodal safety enhancements to State roads, and retrofitting Town infrastructure into multimodal Complete Streets.

The Town chose to pursue a Mobility Fee as an Alternative Mobility Funding System to replace transportation concurrency, proportionate share, and road impact fees. The Mobility Fee is based on the multimodal improvements identified in the mobility plan. The Mobility Plan & Fee was adopted in January 2023.

Total budget: \$225,000

Client: Town of Lake Park Community Development Department

Project Manager: Nadia Di Tommaso, FRA-RP, LEED Green Associate, Community

Development Director

Address: 535 Park Avenue, Lake Park, FL 33403 Email: NDiTommaso@lakeparkflorida.gov

Number: 561-881-3323



5. City of Port St. Lucie, FL: Mobility Plan, Mobility Fee, Comprehensive Plan (CP) & Land Development Regulations (LDR) Update, Mobility Fee Administration

Mobility Cohort members developed a Phase One Mobility Plan and Mobility Fee in 2021 and a Phase Two Mobility Plan and Mobility Fee in 2022 for the City as an Alternative Mobility Funding System. A detailed review of future travel demand was conducted using the Treasure Coast Regional Travel Demand Model. An extensive select zone analysis was conducted to evaluate trip interaction between zones in the City, County, and adjacent municipalities and Counties.

Existing traffic and travel characteristic data were collected and a detailed areawide road LOS analysis was conducted. The analysis included existing conditions and future conditions. Detailed GIS maps were developed for the areawide LOS zones, model select zones, two assessment areas, five benefit districts, and mobility plan corridors and intersections. A detailed traffic database was developed to combine numerous data sources and provide a centralized place for existing and future traffic and multimodal characteristics. In addition to areawide LOS analysis, street QOS standards and multimodal QOS standards were also developed. An in-depth review of funding sources was evaluated.



The Phase One Mobility Plan and Mobility Fee was developed to replace the County's road impact fee. The mobility fee went into effect October 2021 and required significant coordination with DRI's and developments with ongoing road impact fee credit and proportionate share payments. In 2022, City and County settled a yearlong mediation over collection of the County's road impact fee which required signification travel demand modeling and LOS analysis. This

resulted in the City agreeing to collect 25% of the County road impact fee. The Phase 2 Mobility Plan and Mobility Fee was developed to remove County roads and is based on detailed road, intersection, and multimodal improvements. Streetlight Model Data was used to establish three (3) different varying assessment areas. Ongoing day-to-day mobility fee administration services and an update to the Comprehensive Plan are being provided. The final 2045 Mobility Plan was adopted in July 2023.

Total budget: \$850,000

Client: City of Port St. Lucie Planning & Zoning

Project Manager: Teresa Lamar-Sarno, AICP, Deputy City Manager Address: 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

Email: tsarno@cityofpsl.com

Number: 727-873-6379

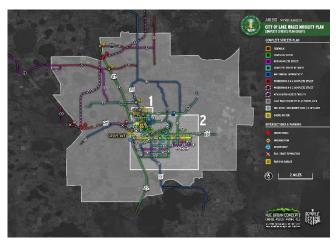


6. City of Lake Wales, FL: Comprehensive Plan Amendment, Mobility Plan, & Multimodal Transportation Impact Fee

Mobility Cohort members worked closely with the City of Lake Wales to update its Comprehensive Plan, develop a Mobility Plan and a Multimodal Transportation Impact Fee (MMTIF). The Comprehensive Plan amendment established legislative intent to develop a mobility plan and a MMTIF that may replace transportation concurrency, proportionate share, and all or a portion of Polk County's road impact fee.

The Mobility Plan includes projects addressing future mobility needs for the residents, businesses, and visitors to Lake Wales. The Mobility Plan emphasizes expanding on Lake Wales Connected by closing gaps in the existing street grid and retrofitting existing streets to add sidewalks, shared-use paths, and low speed streets to promote traffic calming in existing neighborhoods. For future undeveloped areas of Lake Wales and adjacent areas that may be annexed in the future, the Mobility Plan emphasizes new streets designed to connect to and expand the existing street network and features Complete Street elements such as shared-use paths, multi-use trails, and divided medians that can be landscaped and create a Boulevard feel along these new corridors.

Polk County is a Charter County and requires that municipalities collect the County's road impact fee. Lake Wales strongly considered adopting a mobility fee to replace the County's road impact fee with the allowances under Florida Statute. The Plan also identifies the need for the widening of several major County Roads and State Roads. Given the number of County Roads to be widened, the City elected to keep its transportation concurrency and proportionate share systems and to adopt a multimodal transportation impact fee to be charged in



addition to the County Impact Fee. The City has already started to receive economic development grants based on projects identified in the Mobility plan and is in discussions with the County and FDOT on advancing several priority mobility projects. The City of Lake Wales received an Award of Excellence from the Heart of Florida Section of the Florida American Planning Association for its Mobility Plan and Multimodal Transportation Impact Fee.

Total budget: \$153,500

Client: City of Lake Wales Development Services Department

Project Manager: Autumn Cochella, AICP

Address: 201 Central Ave West, Lake City, FL

Email: ACochella@lakewalesfl.gov

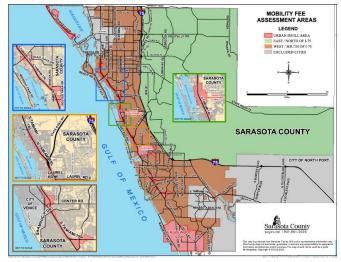
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7. Sarasota County, FL: Mobility Plan & Mobility Fee Update

Mobility Cohort members worked with Sarasota County to update its Mobility Plan and Mobility Fee in 2022. The update included new land uses, updated trip generation, updated travel demand modeling, updated projected funding, and updates to the multimodal projects in the Mobility Plan.

In 2019, an update of the Mobility Plan and Fee had begun and was ready for adoption in 2020. The effort was delayed more than a year due to Covid-19 and during that time, the 2045 Long Range Transportation Plan was updated, so the



Plan and Fee were redone to reflect the updated model and revenue projections. The updated Mobility Fee includes three different assessment areas within the County where fees vary based on location and the need for improvements. Each assessment area also includes another set of lower mobility fees for developments designated as mixed-use.

NUE Urban Concepts (NUC) has provided continuous planning, transportation, and impact / mobility fees services for Sarasota County over the past eleven (11) years. The first three years, the Principal of NUC served as the Interim Transportation Planning Director / Consultant and the last eight years as a continuous service consultant. Over the eight- year period NUC has played a lead role in review of DRIs, negotiating Developer Agreements, updating the Road Impact Fee and Road Level of Service Report, administering, implementing, and updating the County's impact fee programs and transportation concurrency program, assisting with the EAR, and updating the Comprehensive Plan. An Administrative Manual covering all impact fees and mobility fees was also developed.

The original Mobility Fee (adopted in 2015) was intended to replace transportation concurrency, proportionate share, road impact fees, and site impact analysis. Alternative mobility access assessment criteria were developed to replace the transportation concurrency system. In addition, criteria were also established for Comprehensive Plan Amendments that required an evaluation of the Mobility Plan and the identification of new projects to be added to the Mobility plan to address impacts from Amendments.

Budget: \$75,000 a year

Client: Sarasota County Planning and Development Service Department

Project Manager: Thomas Polk, Impact Fee Administrator

Address: 1001 Sarasota Center Boulevard, Sarasota, FL 34240

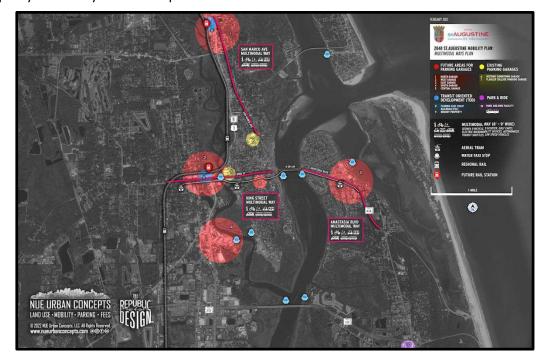
Email: tpolk@scgov.net Number: 941-650-7869



8. St. Augustine, FL: Comprehensive Plan Amendment (CPA), Evaluation & Appraisal Report (EAR), Mobility Plan, Mobility Fee, Land Development Regulations (LDR) Update

The Mobility Cohort updated the Transportation (TE) and Capital Improvement Elements of the Comprehensive Plan through the Evaluation and Appraisal Report (EAR) process. The TE was renamed to the Transportation Mobility Element (TME) and included a complete rewrite and update of data, maps, road classifications and integration of the mobility plan as the future thoroughfare plan. The analysis included an evaluation of existing traffic and travel characteristics for the City. The transportation element replaced road LOS standards with street quality of service (QOS) standards based on posted speed limits, the first known complete replacement of road LOS in Florida. Multimodal QOS standards were also developed for people walking, bicycling, riding micromobility devices and transit. The Comprehensive Plan Amendment included dynamic parking strategies, complete street designs, access management, connectivity and proactive policies requiring utility upgrades, resurfacing projects, and any work within street rights-of-way be coordinated with the Mobility Plan.

A detailed review of future travel demand was conducted using the Regional Travel Demand Model developed for FDOT District 2. Existing transportation plans from the TPO, County, and City were evaluated. The mobility plan includes multimodal ways, trails, shared streets, complete streets, a riverwalk, water taxi locations and three major roadway projects. Autonomous transit shuttles, along with trolleys, golf carts and neighborhood electric vehicles and micromobility devices will be able to use the multimodal ways. The mobility plan also includes commuter rail connecting St. Augustine with Jacksonville, that has resulted in the commuter rail project being incorporated into the 2045 Northeast Florida Cost Feasible LRTP with a target date of 2030. The mobility plan identifies mobility hubs along the periphery of the City to create a park once environment.



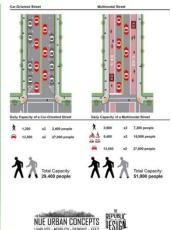
A primary goal of the Mobility Plan is to create a park once environment where visitors to St. Augustine park on the periphery of the historic districts and utilize some form of multimodal transportation to travel between mobility hub parking garages and destinations within the historic district. These modes of travel could include trollev's transit circulators. neighborhood electric vehicles, bikes, e-bikes, and e-scooters. There are limited opportunities to add road capacity within the City. There are opportunities to reimagine existing roads such as San Marco Avenue and King Street and repurpose right-of-way to provide wider sidewalks, protected bike lanes, trails, or multimodal ways.

An in-depth evaluation of available funding included state and federal funds, tourism taxes, parking revenues from garages, CRA funds, and special assessments were evaluated. A Mobility









Fee was developed based on the multimodal projects identified in the Mobility Plan. The City Mobility Fee replaced the City's Transportation Concurrency Exception Area (TCEA). The Mobility Fee is the first impact fee or mobility fee adopted by the City and has already generated significant funding for improvements.

In August of 2020, the City was awarded \$15 million in federal and state funding to implement Mobility Plan improvements. Several multimodal improvements have been included for funding in the 2045 Long Range Transportation Plan. The City has entered into a public private partnership for a mobility hub garage on West King Street that would also serve as a transit station for future rail service from Jacksonville. Last year the City of St. Augustine's received a Regional Award for Excellence from the Northeast Florida Regional Council for its mobility plan and mobility fee. The NUE Urban Concepts team is currently working with the City to update its Land Development Code parking regulations. A recently conducted survey resulted in over 1,900 responses. Our team is also preparing an update to existing franchise agreements for trolley and golf cart tour operators and implementation of Mobility Plan improvements along the St. George Street corridor.

Total budget: \$275,000

Client: City of St. Augustine Public Works Department
Project Manager: Reuben C. Franklin Jr., P.E., Public Works Director

Address: 75 King St., St. Augustine, FL 32084

Email: rfranklin@citystaug.com

Number: 904-209-4279



9. Altamonte Springs, FL: Mobility Plan & Mobility Fee Update

The Mobility Cohort (Cohort) developed an update to the City of Altamonte Springs' Mobility Plan and Mobility Fee. The update included development of a new mobility plan that replaced the prior plan developed in 2009. The updated plan was based on a review of the 2045 LRTP, the Seminole County 2040 Transportation Plan, the Lynx Transit Development Plan, and the City's 2030 Mobility Plan. Updated traffic and travel characteristics data was compiled, and existing conditions were evaluated, along with future year volumes based on the growth rates from the Regional Planning Model. County road projects were added to the mobility plan to address a six-year dispute between the City and Seminole County related to mobility and road impact fees. The mobility fee included a percentage share of the cost of County Improvements. The Mobility Plan and Fee were adopted in the fall of 2020.



The Mobility Cohort worked the City to develop the original Mobility Fee in 2015. The Cohort establish a Mobility Solutions Report (previously traffic impact analysis), to update relevant policies in City Plan 2030 (Comprehensive Plan) and update the Land Development Code. The Cohort worked closely with City Staff to develop the Mobility Fee based on the adopted Mobility Plan. The Mobility Fee provided the City with the flexibility to fund sidewalk, bike lanes, multiuse paths, intersections, trails, transit facilities, a transit circulator system, ride hailing

subsidies, bike and car share programs, and roadway capacity projects. The City Plan Elements and Land Development Code were updated to incorporate mobility strategies and replaced transportation concurrency and proportionate-share policies. The Mobility Solutions Analysis requirements were developed to replace traditional Traffic Impact Analysis and focus on multimodal access improvements such as filling in gaps in the network, providing for transit stops and bicycle racks.

Original Adoption budget: \$100,000

Mobility Plan & Fee Update budget: \$75,000

Impact Fee Update budget: \$53,500

Client: City of Altamonte Springs Growth Management

Department

Project Manager: Cathleen A. Craft, AICP, CNU-A

Address: 225 Newburyport Avenue, Altamonte Springs, FL

32701

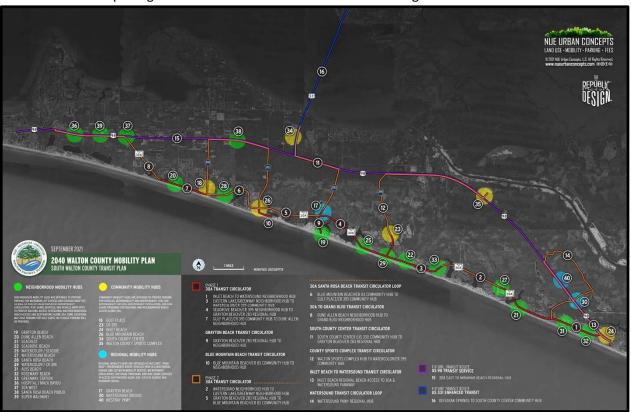
Email: CACraft@altamonte.org

Number: 407-571-8161



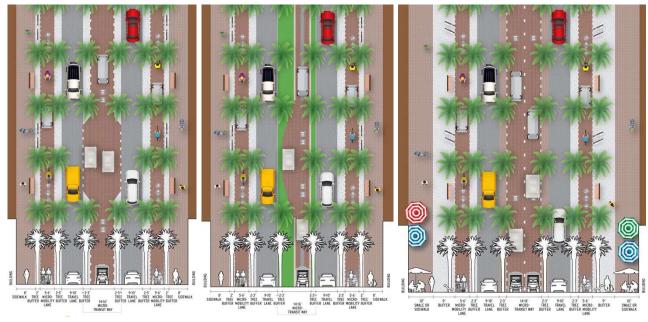
10. Walton County, FL: Mobility Plan, Mobility Fee, Concurrency Management System Update & Micromobility Ordinance

The Mobility Cohort worked with the County to develop a Mobility Plan that was adopted in 2021 and incorporated into the 2045 LRTP. The Mobility Plan includes multimodal facilities that could accommodate micromobility devices such as e-scooters and e-bikes, along with microtransit devices such as golf carts, neighborhood electric vehicles, and autonomous transit shuttles. The Mobility Plan laid the foundation to develop a park once environment through mobility hubs and parking garages to enhance access to beaches and mixed-use developments such as Seaside, Alys Beach and Rosemary Beach. The Mobility Plan also includes the proposed widening of portions of US 98, SR 20, US 331, US 90, and alternatives to widen either SR 85 or US 331 north of DeFuniak Springs. The mobility plan includes shared-use paths and multiuse trails to develop a regional multimodal network and access management.



StreetLight data was used in the Mobility Plan for modeling local trips and travel from external points into Walton County. The Regional Travel Demand model was also evaluated and was found to have significant issues related to travel in South Walton. Our Team allocated a significant amount of time attempting to fix the model because it was not permitted to use the updated 2045 model. A significant amount of time was devoted to developing cross-sections and accounting for the impact of St. Joes development. The Team also assisted the County in updating the CMS database. While the plan, data, analysis, and the fee had momentum prior to the pandemic and several community workshops had been held to build community support, the momentum shifted after the pandemic pause.

The 30A corridor, which is home to Seaside, the birthplace of New Urbanism, and other iconic developments such as Alys Beach and Rosemary Beach, was a major area of emphasis for the County. The corridor carries a significant amount of traffic and is the primary east-west coastal roadway serving beachside communities. Well over a hundred cross-sections were developed for the corridor to capture all of the unique communities along 30A and the varying right-of-way widths. There are limited multimodal alternatives and some portions of the ROW are as narrow as 55 feet, while others are over 100 feet in width. The portion of 30A through Seaside involved input from numerous groups attempting to creatively accommodate vehicles, bicycle, golf carts, people walking, and potentially a transit circulator or autonomous transit shuttle service.



A draft mobility fee was developed however, a few contentious corridors that addressed growth from St. Joes, input from municipalities, the micromobility ordinance, the draft mobility fee, and the projected cost of the plan resulted in a shift in direction. The County recognized that an infrastructure surtax is ultimately needed to have adequate funds to construct needed multimodal projects. The emphasis shifted to ensuring an approved plan was in place in time to include in the 2045 LRTP. The final Mobility Plan was approved and integrated into the 2045 LRTP. The County sales tax did not get approved as residents opposed the tax. In 2023, the County is planning to move forward with finalizing the Mobility Fee and adopting a mobility fee ordinance by September 2023.

Total budget: \$550,000

Client: Walton County Planning and Development

Project Manager: Kristen Shell, AICP

Address: 842 State Hwy 20 East Unit 110, Freeport, FL 32439

Email: SheKristen@co.walton.fl.us

Number: 850-267-1955

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CITY OF GAINESVILLE REQUEST FOR PROPOSALS (RFP) #MOBX-230063-DS MOBILITY PLAN

PROJECT SCHEDULE

on its required tasks. What the Cohort has no ability to address is how long it takes for the City to complete its review and place items on the City Council agenda. The Cohort cannot account for unknowns such as City staff workloads, turnover, City Council election cycles, or force Various external factors can impact the project schedule and timeline for completing the development of a mobility plan and associated fee system. The schedule below is a realistic timeframe to deliver a final deliverable by October 2024. The ultimate time frame will be based on the date a contract is approved by all parties and the time it takes the City to review and comment. The Mobility Cohort (Cohort) can deliver majeure events such as Covid-19 or an economic recession. This schedule reflects ideal production, review and deliverables. Any delays not the responsibility of the Cohort will potentially extend the time frame beyond a year.

Task 1	Task Name Data Collection & Document Review Analysis of Transportation Needs & Funding Strategies	Duration 60 days 180 days	Start 10/1/2023 10/1/2023	Finish 12/31/2023 03/31/2023	Oct	Q4 Nov	Dec	Jan	Peb N	Mar	7	A Apr	Q2 May	Q2 May June	Q2 Q2 May
м	Development of Updated Zones & Fee Schedules	180 days	11/1/2024	5/31/2024											
4	Final Report & Documentation of Methods	210 days	3/1/2024	8/30/2024											
rv	Stakeholder Meetings	90 days	2/1/2024	5/31/2024											
9	Revisions to Land Development Code and Comprehensive Plan	180 days	4/1/2024	9/30/2024											
7	Public Hearings & Drafting of Ordinance(s)	150 days	5/1/2014	9/30/2024											







MOBILITY COHORT



Jonathan B. Paul, AICP



Tel: +1 833-NUC-8484 E-mail: nueurbanconcepts@gmail.com



747 SW 2nd Ave, Suite 190 Gainesville, Florida 32601



www.nueurbanconcepts.com

Public, Private, University 25 NUE Urban Concepts, LLC 12 Impact & Mobility Fee Manager 10 Concurrency & Transportation 10 Planning Manager FDOT Level of Service (LOS) Task Force (Local Government Representative) Interim Transportation Planning Director 3

Education

20

MA Public Administration

MPO Experience as Staff & TAC

Development Plan & Impact Review

University of South Florida (2002)

MA Urban & Regional Planning

University of Florida (2000)

BA History

University of South Florida (1997)

BS Social Science

Florida State University (1995)

— Certifications

American Institute of Certified Planners No. 017909

Certified Public Manager (2010)

- FDOT Prequalifications

Group 13 Planning:

Work Type 13.4: Systems Planning Work Type 13.5: Subarea / Corridor Planning Work Type 13.6: Land Planning / Engineering

Affiliations

American Planning Association Congress for New Urbanism Past Chairman - Celebration Pointe CDD No. 1 Institute of Transportation Engineers

JONATHAN B. PAUL, AICP



Principal, NUE Urban Concepts, LLC

Profile

Jonathan has 25 years of experience in land use and transportation mobility planning, parking management, traffic impact analysis, and impact/mobility fees. Mr. Paul founded NUE Urban Concepts to work with local governments to develop innovative land use concepts, mobility plans and parking management strategies, reimagine existing transportation networks and repurpose right-of-way to support all modes of travel through complete and shared street design, and establish creative techniques, like mobility fees, to fund mobility and accessibility improvements. Jonathan worked as a Principal Planner with Hillsborough County focusing on comprehensive planning, transportation, concurrency and impact fees. He worked for several years as the Concurrency & Impact Fee Manager for Alachua County, where he led a substantial update of the Comprehensive Plan as part of Alachua County's Mobility Plan, the 1st Mobility Plan and Mobility Fee adopted in Florida. Mr. Paul was the Interim Transportation Planning Director for Sarasota County leading concurrency, transportation planning, impact fee administration, and assisting with comprehensive plan amendments. He has served as an adjunct professor at the University of Florida and has served on numerous land use and transportation technical review committees.

Publications

"Mobility Fees" Chapter

Proportionate Share Impact Fees and Development Mitigation APA (2023)

"Personal e-Mobility: Redefining Personal Transport in the 21st Century" APA Planning Journal (2018)

"Woonerfs: Living Streets for All Users"

APA Planning Journal (2016)

"Mobility: Alachua County's Plan to Effectively Link Land Use & Transportation" Florida Planning (2010)

Relevant Project Experience

Palm Coast, FL: Update of Transportation Impact Fee (2023 to Present)

Updating the City's transportation impact fee. Conducted the transportation impact fee in 2018.

Alachua County, FL: Update of Impact Fees, Mobility Plan, Mobility Fee (2022 to Present)
Updating the County's park and recreation and fire rescue impact fees, mobility plan and
mobility fee

City of Palm Beach Gardens, FL: Update of Impact Fees, Mobility Plan, Mobility Fee (2022 to Present)

Updating the City's park and recreation, fire rescue, police, and public buildings impact fees, updating the mobility plan and mobility fee. Provided Continuous Planning Services since 2016 assisting with the Evaluation & Appraisal Report (EAR), Comprehensive Plan Amendments (CPA), original Mobility Plan and Mobility Fee development and implementation, Land Development Code (LDC) updates for concurrency and traffic impact studies

City of Oviedo, FL: Update of Impact Fees, Mobility Plan & Mobility Fee (2021 to Present)
Updating the City's park and recreation, fire rescue, police, and public buildings impact fees.
Developing a mobility plan and fee. Assisted with amendments to the Comprehensive Plan as part of the Evaluation & Appraisal Report (EAR)

City of St. Augustine, FL: Mobility Plan and Fee, Professional Planning Services (2019 to Present)

Evaluation & Appraisal Report (EAR), Comprehensive Plan Amendments (CPA), Mobility Plan and Mobility Fee development and implementation, Land Development Code (LDC) updates for parking and curb management

City of Port St. Lucie, FL: Mobility Plan and Mobility Fee, (2021 to Present)

Mobility Plan and Mobility Fee development and implementation, developer agreement review, expert witness

Okaloosa County, FL: Comprehensive Plan Update, Mobility Plan & Mobility Fee (2021 to Present)

Developing a mobility plan and mobility fee, updating applicable Comprehensive Plan Elem

Relevant Project Experience

City of Boynton Beach, FL: Comprehensive Plan Update, Mobility Plan & Mobility Fee (2021 to Present)
Developed Complete Streets Mobility Plan, developing a mobility fee, preparing CPA and LDC update

Village of Indiantown, FL: Comprehensive Plan Update, Mobility Plan & Mobility Fee (2022 to Present)
Developing a mobility plan and mobility fee, updating Comprehensive Plan Elements

City of Longwood, FL: Mobility Plan & Mobility Fee (2022 to Present)

Developing a mobility plan and mobility fee

Sarasota County, FL: Impact Fee, Mobility Plan & Fee Update, Planning Services (2015 to 2022)

Updated EMS, fire, government, justice, law, and library impact fees. Developed the original mobility plan and fee (2015) and updated mobility plan and fee (2022). Assisted with EAR, CPA and LDC amendments, DRI, development agreement and plan review, special projects, traffic impact analysis, assisted with impact and mobility fee administration

Town of Lake Park, FL: Comprehensive Plan Update, Mobility Plan & Mobility Fee (2021 to 2022)

Developed a mobility plan and mobility fee, updated Comprehensive Plan Elements

Walton County, FL: Continuous Professional Planning Services (2019 to 2022)

Developed a Mobility Plan, updated concurrency management system, conducted parking study, developed a micromobility program, prepared a mobility fee technical report and ordinance

Celebration Pointe Transit Oriented Development (TOD): Gainesville, FL: (2012 to 2022)

Served as the lead land use, transportation, and parking planner securing development entitlements, prepared multiple CPAs, LDC updates, complete street design, annual traffic studies, securing over 100 million in infrastructure funding

City of Altamonte Springs, FL: Impact Fee, Mobility Plan & Fee Update, Planning Services (2015 to 2022)

Updated park and recreation, police, and library impact fees. Developed the original mobility plan and fee (2015) and updated mobility plan and fee (2021). Updated traffic and impact fee study criteria.

City of Bradenton, FL: Continuous Professional Planning Services (2019 to 2022)

Updated land development regulations, developed a mobility plan and fee, along with a micromobility program

City of Lake Wales, FL: Comprehensive Plan, Mobility Plan & Multimodal Impact Fee (2021 to 2022)

Developed a mobility plan and multimodal transportation impact fee, updated Comprehensive Plan Elements

City of West Palm Beach, FL: Continuous Professional Planning Services (2016 to 2021)

Developed a mobility plan and mobility fee, prepared CPA, developed micromobility program, LDC update to amend concurrency and develop dynamic parking management strategies

Village of Wellignton, FL: Capital Improvements Update & Multimodal Impact Fee (2021 to 2022)

Assisted with update of multimodal capital improvements and updated the previous transportation impact fee to a multimodal transportation impact fee

City of DeBary, FL: Mobility Plan & Fee Update, Planning Services (2018 to 2020)

Developed a mobility plan and mobility fee, assisted with CPA and LDC amendments

City of Doral, FL: Park & Recreation Impact Fee Update (2020)

Updated the City's park and recreation impact fee.

City of Bunnell, FL: Park & Recreation, Police and Transportation Impact Fee Update (2020)

Updated the City's park and recreation, police, and transportation impact fee.

City of Miami Beach, FL: Transportation Master Plan and Mobility Fee (2018 to 2020)

Assisted with update to the City's Transportation Master Plan and developed a mobility fee to replace concurrency.

Knowledge, Skills & Abilities

- Mobility Fee, & Impact Fee Reports, Studies, Updates, Implementation & Administration Evaluation & Appraisal Reports (EAR) & Comprehensive Plan Amendments (CPAs)
- Transportation Master Plans, Mobility Plans, Vision Zero Plans, Bicycle & Pedestrian Master Plans
- Design of Complete & Shared Streets, Dedicated Transit Lanes, Micromobility Lanes, Protected Bike Lanes
- Areawide, Districtwide, and Facility Level of Service and Multimodal Quality of Service Analysis & Standards
- · Land Development Code Updates, Rezoning, Master Planning, Site and Development Plan Review
- Detailed Traffic Impact Analysis, Transportation Concurrency, Alternative Mobility Funding Systems
- Planning & Implementation of Shared Mobility, Micromobility, Microtransit, Mobility Hub, TOD, & TrOD
- Parking Studies, Parking & Curbside Management, Innovative Parking Management Strategies





MOBILITY COHORT



Uyen Dang, PE



Tel: +1 813-380-6574 E-mail: uyen@ddec.com



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Years of Experien

Engineering	18
Grant Management	12
Project Management	10
Program Development & Policies	10

Education

Civil Engineering

University of South Florida

Certifications

Florida PE LIC. #73944

- Project Qualifications

- Pilot Projects Completed: 4
- Grants: 10+ and over \$50 million secured
- Overhauled Parking Policy and Increased Parking Rates
- More than 5 Multimodal/Mobility Studies
- Constructed more than 10 miles of bicycle lanes as the Engineer of Record
- Developed concepts for Mobility Hubs

Affiliations

Institute of Transportation Engineers

Fν	na	rti	ca

Transportation

Policies & Compliance

Urban Design

Mobility Planning

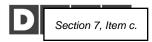
Safety

Grant Writing/ Management



UYEN DANG, PE





Profile

Uyen Dang is a professional engineer with over 18-year experience in transportation, streetscape, and livable communities. She was the City Traffic Engineer for the City of West Palm Beach and oversaw all transportation elements including transformative projects such as the Clematis Street Streetscape project and the Reimagine of Rosemary Square. She led in the City's adoption of the City's multimodal transportation program including the WPB Bicycle Masterplan, Vision Zero program, smart parking technology and the micromobility program.

In 2017, Uyen helped define the term "Mobility" through a range of transportation planning efforts such as the WPB Mobility Study, Downtown Parking Study, the Okeechobee Corridor Study, and the proposed ITC Mobility Hub. She provided leadership in securing over \$50M federal grants and established a transportation capital improvement program of over \$150M of roadway infrastructure improvements through the City's Public Works Bond and the 1 % Sales Tax Referendum. She is part of Leadership NACTO, serves as chair of the Palm Beach TPA Citizen Advisory Committee, board member of the Palm Beach Transportation Disadvantaged LCB, and a delegate of the NCUTCD.

- Technical Qualifications ————

- Leadership NACTO 2018
- NACTO National Standards Working Group
- · Co-Founder of the Mobility Cohort
- Palm Beach TPA: Chair of the Palm Beach TPA Citizen Advisory Committee
- Palm Beach TPA: Vice Chair Board Member for Transportation Disadvantaged Local Coordination Board
- NCUTCD Council Member: NACTO Delegation
- NCUTCD Markings Committee
- NCUTCD Technical Committee: Pedestrian and Advisory Bike Lane

Relevant Project Experience

- · City of West Palm Beach Mobility Plan (Completed 2018)
- City of West Palm Beach Transit Expansion Plan (Completed 201 8)
- City of West Palm Beach Parking TDM Plan (Completed 201 8)
- City of West Palm Beach Bicycle Masterplan (Completed 201 8)
- · City of Saint Augustine Mobility Plan and Fee (Completed 2021)
- City of Atlantic Beach Complete Street Corridor Plan (Completed 2021)
- Town of Lake Park Mobility Plan and Fee (Completed Tactical Urbanism 2022)
- Town of Orange Park Complete Street Planning (Completed 2022)
- West Palm Beach CRA Grant Services (Completed 2022)
- City of Port Saint Lucie Mobility Plan (On Going)
- City of Longwood Mobility Plan and Fee (On Going)
- · City of West Palm Beach Grant Services (On Going)
- Martin County CRA Planning (On Going)
- City of Tamarac Multi modal Study (On Going)
- City of Cape Coral CRA Parking Study (On Going)
- City of Saint Augustine Mobility Pilot and Curb Management (On Going)
- · City of West Palm Beach CRA Strategic Plan (Upcoming)
- West Palm Beach General Engineering Services (On Going)
- West Palm Beach Utilities General Engineering Services (On Going)







Robert G. Schiffer AICP



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Years of Experience

FuturePlan Consulting, LLC	5+
Stantec	2.5
Citilabs	1
Cambridge Systematics	12
PS&J (now Atkins)	16
Barr, Dunlop & Associates (now Kimley Horn)	2.5

Education

MS Urban & Regional Planning

Florida State University (1984)

BS Geography & Urban Studies

Memphis State University (1982)

- Certifications

American Institute of Certified Planners No. 040968 (since 1987)

FDOT Prequalifications

Group 13 Planning:

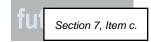
Work Type 13.4: Systems Planning Work Type 13.5: Subarea / Corridor Planning

Affiliations

American Planning Association Institute of Transportation Engineers Transportation Research Board

ROBERT G. SCHIFFER, AICP

President, FuturePlan Consulting, LLC



Profile

Mr. Schiffer has over 39 years of experience in all areas of transportation planning. He specializes in travel demand modeling, long-range transportation plans, travel behavior and origin-destination travel surveys, site impact traffic studies, and forecasting multi-modal corridor travel demand. He has held leadership roles and volunteer service positions for the Transportation Research Board (TRB), the Institute of Transportation Engineers (ITE), and the American Planning Association (APA). His experience encompasses transportation planning studies in 28 states and commonwealths for national, statewide, regional, municipal, subarea, and private sector clients. He has worked on 33 long-range transportation plans for Metropolitan Transportation Organizations (MPOs); 32 subarea transportation plans; more than 50 travel demand model updates; and numerous studies of travel patterns and behaviors. Rob is also an affiliate of Metro Analytics and Adjunct Faculty for the Department of Urban & Regional Planning at Florida State University.

Publications

"NCHRP Report 735: Long-Distance and Rural Travel Transferable Parameters" Transportation Research Board (2012), Principal Investigator

"NCHRP Project 8-36, Task 91: Validation and Sensitivity Considerations for Statewide Models"

Transportation Research Board (2010), Principal Investigator

"NCHRP Project 8-36, Task 70: Scoping Study for Statewide Travel Forecasting National Model"

Transportation Research Board (2008), Principal Investigator

"TRB Transportation Research Circular E-C075, Statewide Model Peer Exchange" Transportation Research Board (2005), Co-Author

Relevant Project Experience

City of Palm Beach Gardens, FL: Mobility Plan & Mobility Fee

2021 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development and implementation

Sarasota County, FL: Mobility Plan & Mobility Fee 2021 to 2022

Subconsultant: travel demand modeling/forecasting and demographic estimates for Mobility Plan and Mobility Fee development

City of Oviedo, FL: Mobility Plan & Mobility Fee 2021 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development

Okaloosa County, FL: Comprehensive Plan Update, Mobility Plan & Mobility Fee 2022 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development

City of Port St. Lucie, FL: Mobility Plan & Mobility Fee

2021 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development

Alachua County, FL: Mobility Plan, Mobility Fee, Update of Impact Fees 2023 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development

City of Boynton Beach, FL: Mobility Plan & Mobility Fee

2021 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development

Village of Indiantown, FL: Comprehensive Plan Update, Mobility Plan & Mobility Fee 2021 to Present

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big da origin-destination analysis for Mobility Plan and Mobility Fee development

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Relevant Project Experience

Town of Lake Park, FL: Mobility Plan & Mobility Fee

2021 to 2022

Subconsultant: travel demand modeling/forecasting, demographic estimates, and big data origin-destination analysis for Mobility Plan and Mobility Fee development

City of Lake Wales, FL: Comprehensive Plan, Mobility Plan & Multimodal Impact Fee 2021 to 2022

Subconsultant: travel demand modeling/forecasting and demographic estimates for Mobility Plan and Multimodal Transportation Impact Fee

Walton County, FL: Mobility Plan & Mobility Fee

2019 to 2022

Subconsultant: travel demand modeling/forecasting of multiple scenarios, demographic estimates, and big data origindestination analysis for Mobility Plan, micro-mobility program, mobility fee technical report and ordinance

City of Bradenton, FL: Mobility Plan & Mobility Fee

2018 to 2022

Subconsultant: travel demand modeling/forecasting and demographic estimates for Mobility Plan, Mobility Fee, and micromobility program

City of Altamonte Springs, FL: Mobility Plan & Mobility Fee

2020 to 2022

Subconsultant: travel demand modeling/forecasting and demographic estimates for Mobility Plan and Fee Update

Pinellas County, FL: Starkey Road (CR 1) Corridor Study

2023 to Present

Subconsultant: subarea model validation, travel demand modeling/forecasting

City of Cape Coral, FL: Cape Coral Multi Modal Transportation Master Plan

2022 to Present

Subconsultant: travel demand modeling/forecasting, scenario planning, analysis of travel patterns

Henry County, GA: I-75 Commercial Vehicle Lanes (CVL) Impact Study

2022 to Present

Subconsultant: external/truck model application development, travel demand modeling/forecasting

Nationwide: FHWA Traveler Behavior & Census Transportation Planning Products Technical & Administrative Support 2022 to Present

Subconsultant Project Manager: data tabulations and profiles, technical assistance on traveler behavior datasets, administrative support for the CTPP program to FHWA Planning, and producing a CTPP newsletter 3 times per year

Montgomery, AL: Montgomery 2022-2027 Transit Development Plan Update 2022 to Present

Subconsultant: Onboard transit survey sampling plan, training, and analysis, demographic assessment, public workshop presentations, transit development plan draft, final reports

St. Cloud, MN: St. Cloud Area Planning Organization Travel Demand Model Calibration/Validation/Update 2022 to 2023

Subconsultant Project Manager: review of household travel survey/analysis, travel demand model development, model calibration, model validation, demographic assessment, integrating big data

Montgomery-Prattville-Wetumpka, AL: Montgomery MPO 2045 Long-Range Transportation Plan 2020 to 2022

Subconsultant: travel demand model development/validation/forecasting, demographic assessment, integrating big data, recommending needed future transportation projects and evaluating project performance for prioritization

Fairhope-Daphne-Spanish Fort, AL: Eastern Shore MPO 2045 Long-Range Transportation Plan 2020 to 2022

Subconsultant: travel demand model development/validation/forecasting, socioeconomic data support, integrating big data, recommending needed future transportation projects and evaluating project performance for prioritization

Huntsville, AL: Huntsville MPO Regional Commuter Study 2019 to 2021

Consultant Project Manager: 12-county travel pattern analysis using big data and information provided by Redstone Arsenal, COVID-19 analysis of travel behavior, identification of future potential park-n-ride lot locations

Knowledge, Skills & Abilities

- Travel demand model development, validation, calibration, and forecasting
- Regional/MPO Long-range Transportation Plans
- · Subarea Transportation Studies
- · Travel behavior surveys, big data travel pattern analysis
- Freight studies and truck travel analysis
- Traffic Impact Analysis







Lauren Rushing



Tel: +1 904 885 6378 E-mail: lauren@nueurbanconcepts. com



245 Riverside Ave, Suite 100 Jacksonville, FL



www.nueurbanconcepts.com

Profile

Lauren is an urban planner with experience in land use and mobility. Holding a Bachelor's degree in Environmental Science and Policy and a Master's degree in Urban & Regional Planning her interests lie in the relationship between spatial development, mobility, and quality of life. Through her work developing impact and mobility fees, Lauren seeks to strengthen this relationship to positively impact in the communities she works in. For the past two years, Lauren has worked with NUE Urban Concepts to implement and update mobility plans and mobility fees and municipal impact fees for local governments throughout the state of

Lauren is proactive in her work and combines strategic and practical insights to reach a vision of livability.

Skills

Writing/Communications

Impact Fees

Bike/Ped Design

Transportation Planning

• •

Land Use Planning

Data & GIS Analysis



LAUREN RUSHING

Project Manager / Principal Planner



Relevant Project Experience

City of Port St. Lucie 2045 Mobility Plan & Mobility Fee & Continuous Planning Services (2022-Present)

Update to the City's existing Mobility Plan & Mobility Fee, review and development of existing and new developer mobility fee credit agreements, administrative manual for assessing mobility fees, tasks regarding mobility fee implementation.

Okaloosa County 2045 Mobility Plan & Mobility Fee (2022-Present)

Land use and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

City of Longwood 2045 Mobility Plan & Mobility Fee (2023 - Present)

Project management, land use, and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

Village of Indiantown 2045 Mobility Plan & Mobility Fee (2022 - Present)

Land use and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

City of Palm Beach Gardens 2045 Mobility Plan & Mobility Fee (2021-2022)

Land use and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

City of Oviedo 2045 Mobility Plan & Mobility Fee (2022-Present)

Land use and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

Alachua County Impact & Mobility Fee Update (2023-Present)

Updates to park and recreation and fire rescue impact fees and its multimodal transportation mitigation system - an alternative to mobility fees.

City of Oviedo Impact Fee Update (2023-Present)

Updates to law, fire rescue, parks and recreation, and public buildings impact fees and mobility fees.

City of Palm Beach Gardens Impact Fee Update (2023-Present)

Updates to law, fire rescue, parks and recreation, and public buildings impact fees and mobility fees.

Lake Wales 2045 Mobility Plan & Multimodal Transportation Impact Fee (2021-2022)

Land use and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

Town of Lake Park 2045 Mobility Plan & Mobility Fee (2022-2023)

Land use and transportation/mobility planning services, data analysis and GIS for the development of a Mobility Plan & Mobility Fee.

_	
Fd	ucation

Master of Science in Urban and Regional Planning

Florida State University (2013-2015)

Bachelor of Arts in Environmental Science and Policy

Florida State University (2009-2013)

Technical Skills

ArcGIS /QGIS

· Adobe InDesign, Illustrator

Other Experience

- Board Member American Planning Association (APA) First Coast Section (Present)
- Jacksonville Bicycle & Pedestrian Advisory Committee, Secretary (Present)
- Board Member Young Professionals in Transportation NYC Metro Chapter (2021)

• Op-ed contributor to StreetsblogNYC







Margarita Yerastova



Tel: +31 622 341194 E-mail: margarita@ therepublicofdesign.com



600 S Dixie Highway, #717 West Palm Beach, FL 33401



www.therepublicofdesign.com

Profile

Margarita has over 14 years of experience in the transportation field, both in the private and public sectors. Margarita currently works as a mobility advisor and consultant providing services to urban planning firms, cycling organizations, and various cities and government agencies throughout North America and Europe. Her experience includes researching active mobility cross-national policy transfer and knowledge exchange with the University of Amsterdam's Urban Cycling Institute. Previously, she worked for the City of Delray Beach, Florida as their Bicycle Pedestrian Mobility Coordinator where she was the Program Manager for transportation projects in the City such as Complete Streets, bikeshare, Vision Zero, Bicycle Pedestrian Master Planning, and the ADA Implementation Study. She designed and secured over \$7m in grant funding for bicycle network infrastructure projects.

Margarita is a frequent and impassioned speaker on the roles that design and innovation play in shaping our social/spatial environments and how they can affect the future of accessibility and equity in our cities on a human scale.

Affiliations

Congress for New Urbanism Institute of Transportation Engineers American Planning Association Strong Towns

MARGARITA YERASTOVA

Principal, The Republic of Design



Expertise

TRANSPORTATION
CORRIDOR PLANNING
URBAN DESIGN
MOBILITY STRATEGIES
MOBILITY INNOVATIONS
POLICY MAKING

RESEARCH
MARKETING
VISUAL DESIGN
BRANDING
MULTIMEDIA
PHOTOGRAPHY

Technical Skills

- Adobe: InDesign, Illustrator, Photoshop, Lightroom
- CAD

ArcGIS

Marketing & Multimedia

Professional design services, research, and writing for public and private entities, and professional organizations.

Education

Master of Science in Urban and Regional Planning

University of Amsterdam (2018)

Bachelor of Fine Arts in Graphic Design

University of Florida (2008)

Project Experience

TOWN PLANNING

Town Center at Abacoa, Jupiter Florida

LEED ND GOLD CERTIFICATION PLANNING

Northwest Gardens, Fort Lauderdale, FL

BICYCLE & MOBILITY NETWORK PLANNING

Leningrad Region, RUS

City of Bradenton, FL

City of St. Augustine, FL

City of Nijmegen, NL

City of DeBary, FL

Monterrey Metro Region, MX

Walton County, FL

City of Palm Beach Gardens, FL

City of Oviedo, FL

City of Port St. Lucie. FL

City of Oviedo, FL City of Port St. Lucie, FL
City of Delray Beach, FL City of Lake Wales, FL

MOBILITY PLANS & FEES

City of Lake Wales. FL City of Maitland, FL City of Boynton Beach, FL City of Port. St. Lucie, FL City of West Palm Beach, FL City of St. Augustine, FL City of Bradenton, FL City of Oviedo, FL Sarasota County, FL City of St. Cloud, FL Walton County, FL Town of Lake Park. FL Okaloosa County, FL Village of Indiantown, FL City of Longwood, FL City of Altamonte Springs, FL City of DeBary, FL City of Palm Beach Gardens, FL

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This certificate hereby qualifies

Jonathan Paul

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 017909

Joel Albizo, Fasae, Cal

Mitchell J. Silver, FAICP President



American Institute of Certified Planners

Creating Great Communities for All

Verify: https://www.credly.com/go/QTM8eTx0



This certificate hereby qualifies

Robert Schiffer

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 005999

Ghief Executive Director

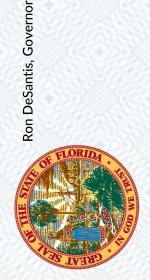
Mitchell J. Silver, FAICP President



American Institute of Certified Planners

Creating Great Communities for All

Verify: https://www.credly.com/go/6RUvYNZY





STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

DANG, KHANH UYEN T

250 ROYAL COURT
DELRAY BEACH FL 33444

LICENSE NUMBER: PE73944

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.















Florida Unified Certification LEE COUNTY PORT AUTHORITY

Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

DDEC LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26 APPROVED NAICS CODES:

541330, 541340

DBE & Small Business Development Manager Dwayne Moore

Florida Department of Transportation Tampa International Airport









State of Florida Department of State

I certify from the records of this office that NUE URBAN CONCEPTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 27, 2011, effective October 27, 2011.

The document number of this limited liability company is L11000122813.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 1, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of February, 2023



Secretary of State

Tracking Number: 3840041751CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Proposal





PRICING COST PROPOSAL

The Mobility Cohort has developed the following pricing proposal based on the projected number of hours and cost for each Cohort member consistent with cost associated with similar services provided to other local governments in Florida:

Hourly	JP	UD	RS	LR	MY	TOTAL					
Rates	\$225	\$235	\$200	\$150	\$125	TOTAL					
		Task 1: Data (Collection & Docu	ment Review							
Hours	50	20	10	50	10	140					
Cost	\$11,250	\$4,700	\$2,000	\$7,500	\$1,250	\$26,700					
	Task 2: Analysis of Transportation Needs & Funding Strategies										
Hours	90	90	30	100	50	360					
Cost	\$20,250	\$21,150	\$6,000	\$15,000	\$6,250	\$68,650					
	Та	sk 3: Developmer	nt of Updated Zor	es & Fee Sched	lules						
Hours	120	30	25	100	30	305					
Cost	\$27,000	\$7,050	\$5,000	\$15,000	\$3,750	\$57,800					
		Task 4: Final Rep	ort & Documenta	tion of Method	ls						
Hours	120	30	10	50	65	275					
Cost	\$27,000	\$7,050	\$2,000	\$7,500	\$8,125	\$51,675					
		Task 5	: Stakeholder Me	etings							
Hours	30	10	0	20	0	60					
Cost	\$6,750	\$2,350	\$0	\$3,000	\$	\$12,100					
	Task 6: R	evisions to Land D	evelopment Cod	e and Compreh	ensive Plan						
Hours	120	20	0	100	25	265					
Cost	\$27,000	\$4,700	\$0	\$15,000	\$3,125	\$49,825					
		Task 7: Public He	earings & Drafting	of Ordinance(s	5)						
Hours	100	20	0	40	0	160					
Hours	\$22,500	\$4,700	\$0	\$6,000	\$0	\$33,200					
	Total Cost (All Task)										
Hours	630	220	75	460	180	1,565					
Cost	\$119,250	\$47,000	\$15,000	\$63,000	\$22,500	\$299,950					
JP Jonathan B. Paul, AICP - Project Manager (NUE Urban Concepts, LLC)											
UD	UD Uyen Dang, PE - Co-Deputy Project Manager (DDEC, LLC)										
RS	RS Robert Schiffer, AICP - Travel Demand Modeling (Future Plan Consulting, LLC)										
LR	LR Lauren Rushing – Senior Planner, Project Coordinator & GIS Lead (NUE Urban Concepts, LLC)										
MY	MY Margarita Yerastova – Planner & Graphic Designer (The Republic of Design)										





Section 7, Item c.

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one) Local Preference requested: XES X NO
The Tricretice requested.
A copy of your City of Gainesville, Florida <i>Business Tax Receipt</i> must be included in your submission if you are requesting Local Preference.
QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)
Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? YES X NO
Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service Disabled Veteran Business? YES NO
REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA
Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida? X YES NO (refer to Part 1, 1.6, last paragraph)
If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#_L11000122813)
If the answer is "NO", please state reason why:
NUE Urban Concepts, LLC
Bidder's Name
Jonathan B. Paul, AICP, Principal
Printed Name Title of Authorized Representative
Signature of Authorized Representative Date

Section 7. Item c.

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

NUE Urban Concepts, LLC	do	oes:
•	(Name of Bidder)	

- 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 the 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 bidder complies fully with the above requirements.

Bidder's Signature

07/31/2023

Date

Section 7, Item c.

REFERENCE FORM

Name of Bidder: NUE U	rban Concepts, LLC
Provide information for three re or other pertinent information.	eferences of similar scope performed within the past three (3) years. You may include photos
#1 Year(s) services provided	(i.e. 1/2015 to 12/2018): 01/2016 to Present
Company Name:	City of Palm Beach Gardens
Address:	10500 N. Military Trail
City, State Zip:	Palm Beach Gardens, FL 33410
Contact Name:	Natalie Crowley, AICP, Director Planning & Zoning Department
Phone Number:	571-799-4243 Fax Number:
Email Address (if available):	NCrowley@pbgfl.com
#2 Year(s) services provided	(i.e. 1/2015 to 12/2018): 08/2019 to Present
Company Name:	City of St. Augustine
Address:	75 King Street
City, State Zip:	St. Augustine, FL 32084
Contact Name:	Reuben C. Franklin Jr, P.E., Assistant City Manager
Phone Number:	904-209-279 Fax Number:
Email Address (if available):	<u>rfranklin@citystaug.com</u>
#3 Year(s) services provided	(i.e. 1/2015 to 12/2018): 02/2021 to Present
Company Name:	City of Port St. Lucie
Address:	121 SW Port St. Lucie Blvd
City, State Zip:	Port St. Lucie, FL 34984
Contact Name:	Teresa Lamar-Sarno, AICP, Deputy City Manager
Phone Number:	727-873-6379 Fax Number:
Email Address (if available):	<u>tsarno@cityofpsl.com</u>

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Section 7, Item c.

requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.								
	Jonathan B. Paul								
	2 Business name/disregarded entity name, if different from above								_
_	NUE Urban Concepts, LLC								
on page 3	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Chefollowing seven boxes. ✓ Individual/sole proprietor or □ C Corporation □ S Corporation □ Partnership single-member LLC	eck only one of the Trust/estate	certa instru	in enti ictions	ties, no s on pa	ot indi .ge 3)	ividua :	only to ls; see	
r type.	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner			ee coc				-	
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	wner of the LLC is le-member LLC tha	anda	iption (if any	from F /) 	ATCA	\ repo	rting	_
eci	Other (see instructions) ►						outside	the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	and ad	and address (optional)						
See	2000 PGA Blvd, Suite 4440	City of Gaines							
0)	6 City, state, and ZIP code	200 E. Univers							
	Palm Beach Gardens, FL 33408	Gainesville, FL	. 32601						
	7 List account number(s) here (optional)								_
Par	Taxpayer Identification Number (TIN)								_
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		ecurity ı	numbe	er				
reside entitie	up withholding. For individuals, this is generally your social security number (SSN). However, for alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ta 🔲	_		_	-			
TIN, la		or							
	If the account is in more than one name, see the instructions for line 1. Also see What Name of the Requester for guidelines on whose number to enter.	and Employe	er identi	ricatio	n num	ber		_	
vurrib	rer to give the nequester for guidelines on whose number to enter.	4 5	- 3	6	8 7	2	5	5	
Par	t II Certification				·				_
	tion of the state								_

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of	on att	an B.	Dowl
Here	U.S. person ►	or cours	ar g.	FLANC

Date ► 07/31/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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Jonathan B. Paul, AICP | Principal **Contact:**

> 747 SW 2nd Ave, Suite 190 Gainesville, FL 32601

P 833-NUC-8484

E nueurbanconcepts@gmail.com

www.nueurbanconcepts.com www.mobilitycohort.com







