

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (hereafter the "Agreement") is made and entered into this 8th day of March, 2022, by and between **SEMCO CONSTRUCTION, INC., a Florida corporation**, authorized to transact business in the State of Florida (hereinafter referred to as the "CONTRACTOR"), and the **Town of Dundee**, a Florida municipal corporation (hereinafter referred to as the "TOWN").

FACTUAL RECITALS

WHEREAS, on January 27, 2022, the TOWN issued RFP 22-01 soliciting competitive bids for the TOWN's Public Works Building Extension. A copy of the RFP 22-01 is attached hereto as **Exhibit "A"** and incorporated herein by reference. CONTRACTOR submitted a Response in the total amount of \$309,750.00 which was determined to be the most advantageous to the TOWN, and CONTRACTOR was selected to perform the necessary work associated with the TOWN's Public Works Building Expansion. A copy of CONTRACTOR's Response to RFP 22-01 is attached hereto as **Exhibit "B"** and incorporated herein by reference.

WHEREAS, TOWN has found that the CONTRACTOR possesses the qualifications necessary to satisfactorily perform the work and/or services contemplated in this Agreement; and

WHEREAS, TOWN desires to engage the CONTRACTOR to perform certain construction services which include, but are not limited to, the building construction services necessary to perform the TOWN's Public Works Building Extension as more specifically described in **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, CONTRACTOR acknowledges and represents that any person(s) executing this Agreement on its behalf has read, examined and understands the scope of the construction services to be performed, conditions and requirements set forth by this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, CONTRACTOR acknowledges that this Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, CONTRACTOR has expressed its desire and willingness to perform the construction services in accordance with the terms and requirements set forth by this Agreement; and

WHEREAS, as a result of the representation(s), qualification(s), and expressed desire of the CONTRACTOR to perform the construction services, the TOWN desires to enter into this Agreement with the CONTRACTOR; and

WHEREAS, CONTRACTOR agrees to perform the construction services in strict accordance with the terms, conditions, and provisions set forth in this Agreement and its exhibits which are incorporated herein by reference; and

WHEREAS, it is in the best interests and will promote the health, safety and welfare of the citizens and residents of the TOWN for the TOWN and CONTRACTOR to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the TOWN agrees to retain the CONTRACTOR and CONTRACTOR agrees to perform the agreed upon construction services, as described herein, and upon the following terms and conditions:

I. INCORPORATION OF RECITALS

The foregoing recitals are incorporated herein by the parties as true and correct statements which form the factual and material basis for entry into this Agreement between the TOWN and CONTRACTOR. The TOWN's RFP 22-01 and the CONTRACTOR's Response to the TOWN's RFP 22-01 which are attached hereto as Exhibits "A" and "B" are hereby incorporated by reference and will constitute part of this Construction Agreement and be considered contract documents.

II. DEFINITIONS

Words used in this Agreement shall possess their everyday and ordinary meaning, provided however, that where a term is defined by this Agreement or one (1) of the following listed terms is used in this Agreement, such term(s) shall possess the corresponding meaning. The following listed terms shall mean, as follows:

- (a) "*Day(s)*" means calendar day unless specifically stated otherwise.
- (b) "*Calendar Days*" means any and all days in a 365-day calendar year.
- (c) "*Business Days*" means each calendar day which is not a Saturday, Sunday or a recognized holiday by the Town of Dundee, Florida.
- (d) "*Effective Date*" means March 8, 2022, which is the date that this Agreement was approved by the Town Commission and the date work commenced.
- (e) "*Services*" means the provision or performance of the construction services by the CONTRACTOR, as specifically set forth in Article III of this Agreement and in **Exhibits "A" and "B"** attached hereto and incorporated herein by reference.

III. SCOPE OF WORK

The CONTRACTOR shall perform the Services (as defined by Section II(e) of this Agreement) in strict accordance with the terms set forth in this Agreement and as described in the Construction Plans and other documents which are included within the TOWN's RFP 22-01 and the CONTRACTOR's Response to the TOWN's RFP 22-01 which are attached hereto as **Exhibits "A" and "B"** and incorporated by reference.

The CONTRACTOR shall secure and maintain any and all permits and licenses required to complete Services.

IV. COMPENSATION

The TOWN shall pay to the CONTRACTOR the sum of THREE HUNDRED NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS and zero cents (\$309,750.00) (the "Contract Sum") for the CONTRACTOR'S performance of the Services (see attached Exhibits "A" and "B").

The TOWN shall pay to the CONTRACTOR the Contract Sum to the CONTRACTOR no later than thirty (30) Business Days from the date on which the Services are completed pursuant to the terms of this Agreement.

Notwithstanding anything in this Agreement to the contrary, TOWN's obligation to furnish payment to CONTRACTOR is expressly subject to appropriation of sufficient public funds by the Town Commission of the Town of Dundee. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the TOWN's payment obligations to CONTRACTOR of any kind or type, TOWN or CONTRACTOR may immediately terminate this Agreement and be released from any future responsibility or liability thereunder.

V. TERM OF AGREEMENT AND BINDING EFFECT

Beginning on the Effective Date, this Agreement shall continue in full force and effect until terminated in accordance with Article VIII of this Agreement (the "Term").

Except as may be otherwise set forth herein, the terms and provisions of this Agreement shall bind and inure to the benefit of the parties and applicable successors, representatives, heirs, permitted assigns, employees, officers, directors, superintendents, administrators, shareholders and agents. As such, the parties agree that this Agreement shall be binding upon and inure to any and all successors-in-interest to the parties hereto.

The parties further acknowledge and agree that, in the event this Agreement omits and/or does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Services (as defined by Section II(e) of this Agreement), such omission shall not relieve the parties hereto or any successor-in-interest of the obligation to comply with applicable law. For purposes of this Section, the term "applicable law" shall mean means the Town of Dundee Charter, Town of Dundee Code of Ordinances, Town of Dundee Land Development Code, and any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of the United States of America, State of Florida, Polk County, Town of Dundee, and any and all other public authority which may be applicable.

VI. NOTICES

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by Certified Mail, Return Receipt Requested, with postage and registration fees prepaid or by overnight courier:

A. If to the TOWN: Tandra Davis
Town Manager
Town of Dundee
202 E. Main Street
Dundee, FL 33838

With copies to: *(shall not constitute notice)*
Frederick J. Murphy, Jr., Esquire
Town Attorney
Boswell & Dunlap LLP
Post Office Drawer 30
Bartow, Florida 33831-0030

B. CONTRACTOR: Jennifer Hall, Executive Vice President
SEMCO CONSTRUCTION, INC.
205 Century Blvd.
Bartow, FL 33830-7705

VII. MODIFICATION OF AGREEMENT

Any modification to this Agreement shall be mutually agreed upon by and between the TOWN and CONTRACTOR in written amendments to this Agreement signed by both parties.

VIII. PERFORMANCE AND TERMINATION

The relationship of the CONTRACTOR to the TOWN for the performance of the Services shall be that of an independent contractor; and the relationship of the CONTRACTOR to the TOWN shall be governed by the terms of this Agreement.

The intent of this Agreement is to provide a general basis for performing the Services. Any service, project, job and/or task(s) shall be performed in strict compliance with the terms, conditions and covenants prescribed by this Agreement; and, prior to the completion of the Services by the CONTRACTOR and/or termination of this Agreement, the TOWN and CONTRACTOR shall mutually agree in writing as to the scope of performance and/or work, deliverables, time for completion, and any other term(s) and/or condition(s), which are not set forth in this Agreement, as related to the Services, a specific service, project, job and/or other task(s).

Upon completion of the Services and/or termination of this Agreement, CONTRACTOR shall perform such Services as mutually agreed to in writing by the parties and reasonably necessary for the orderly closing of this Agreement. CONTRACTOR shall be

compensated for all Services performed prior to the effective date of termination, plus Services required for the orderly closing of this Agreement, including: (1) Services performed up to the termination date; and (2) all efforts necessary to document the Services completed or in progress.

Upon the termination of this Agreement as hereinabove provided, neither party shall have any further obligation(s) hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants contained herein which are expressly made to extend beyond the Term, including without limitation, any indemnity(ies) and professional insurance coverage(s).

IX. CONTRACTOR INDEMNIFICATION AND INSURANCE

This contractual indemnity is authorized by Section 725.06 of the Florida Statutes, and this contractual indemnity and insurance requirement(s) shall survive the termination of this Agreement.

Item 1. CONTRACTOR'S INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless the TOWN, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of CONTRACTOR (specifically including, but not limited to, CONTRACTOR'S negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Agreement or CONTRACTOR'S performance thereof. This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. CONTRACTOR also agrees to indemnify, defend, save and hold harmless the TOWN, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and professional charges and reasonable attorney's fees and professional charges in appellate or bankruptcy proceedings, that may be brought against the TOWN, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Item 2. CONTRACTOR'S INSURANCE

CONTRACTOR shall, at its own expense, procure and maintain *Public Liability Insurance, Property Damage Insurance, Commercial General Liability Insurance* and *Workers' Compensation/Employers' Liability Insurance* throughout the Term of this Agreement, with an insurer or insurers acceptable to the TOWN. All insurance policies shall be reviewed by the Town Attorney and must be acceptable to the Town. Any policy(ies) of insurance required herein shall apply to any covered loss on a primary basis; and, for purposes of public liability insurance and property damage insurance, the TOWN shall be named as an additional insured.

The CONTRACTOR shall, upon thirty (30) Days written request from the TOWN, deliver copies to the TOWN of any or all insurance policies that are required in this Agreement.

X. COMPLIANCE WITH LAWS

The CONTRACTOR warrants, represents, and agrees that it will comply with applicable law (as defined by Section V of this Agreement) which includes, but shall not be limited to, all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

XI. DATA TO BE FURNISHED TO CONTRACTOR

Upon reasonable request of the CONTRACTOR, the TOWN shall provide to the CONTRACTOR, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the performance of the Services under this Agreement.

XII. WORK PRODUCT

The work product of the CONTRACTOR, which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, maps, reports, estimates, field notes, investigations, design analysis, studies, and other data or documents which are obtained or prepared in the performance of this Agreement whether in hard copy or electronic form, shall become the property of TOWN when CONTRACTOR has been fully compensated as set forth herein. **The CONTRACTOR may keep copies of all work product prepared pursuant to this Agreement for its records and current and/or future use.**

Pursuant to Florida law, all correspondence(s) between the TOWN and CONTRACTOR are public records and subject to public records requests.

XIII. FORCE MAJEURE

Neither party hereto shall be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to strikes, lockouts, and/or acts of God. For purposes of this Agreement, any delay caused by the faulty performance or nonperformance by CONTRACTOR, CONTRACTOR'S independent contractor(s) shall not be events constituting force majeure.

XIV. ASSIGNMENT

The CONTRACTOR shall not sublet, assign, or transfer this Agreement or any interest issued under this Agreement without the written consent of the TOWN.

XV. TERMS, CONDITIONS AND CONFLICTS

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties. Any controversy over the construction of this Agreement shall be decided neutrally and without regard to events of authorship.

In the event of a conflict between the terms, conditions and/or provisions set forth by this Agreement and any exhibit or document attached hereto, this Agreement shall control.

XVI. NO WAIVER

Nothing herein is intended to act as a waiver of the TOWN'S sovereign immunity and/or limits of liability as set forth in section 768.28, Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This provision shall survive the termination of this Agreement.

XVII. ATTORNEYS' FEES AND REMEDIES

In the event either the TOWN or the CONTRACTOR brings an action against the other to interpret and/or enforce this Agreement and/or any condition, covenant and/or provision herein, the prevailing party shall be entitled to recover its reasonable attorney's fees and court and professional costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XVIII. CALCULATION OF TIME

The calculation of the number of days that have passed during any time period prescribed shall be based on calendar days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in "calendar days" which means any and all days in a 365-day calendar year; and "business days" shall mean each calendar day which is not a Saturday, Sunday or a recognized holiday by the TOWN. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or recognized holiday by the TOWN, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the

next available business day which the TOWN is open for business to the public.

XIX. GOVERNING LAW

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only.

XX. VENUE

Each of the parties hereto hereby irrevocably (i) agrees that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought exclusively in the State Courts of Polk County, State of Florida, in the 10th Judicial Circuit; and (ii) waives any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Article hereof or to service of any writ, summons or other legal process in accordance with applicable law.

XXI. NO THIRD -PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with, or any rights in favor of, any third party, including any sub-contractor.

XXII. MANDATORY PRE-SUIT MEDIATION

Disputes between the TOWN and CONTRACTOR arising under this Agreement shall first be mediated by a Florida Supreme Court-Certified Civil Mediator (hereafter the "Mediator") in accordance with Chapter 44, Florida Statutes. The parties agree that the mediation shall occur within thirty (30) Days of the date on which mediation is requested in writing by either party. The Mediator shall be agreed upon but, if the parties are unwilling or unable to agree upon and/or select the Mediator, the parties agree that a Mediator from Central Florida Mediation Group, LLC, shall be selected by striking names from the list of mediators at Central Florida Mediation Group, LLC. The parties agree to mediate in good faith, be bound by the Mediator's agreement (if any), pay Mediator fees promptly and share them on an equal basis, unless otherwise agreed upon by the parties. Litigation shall not be commenced until after mediation has been (i) declared an impasse by the Mediator, or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the Mediation Confidentiality and Privilege Act (Section 44.403, Florida Statutes) shall apply to any such pre-suit mediation.

XXIII. INDEPENDENT CONTRACTOR

Notwithstanding any provision of this Agreement, the CONTRACTOR and TOWN agree that the CONTRACTOR is an independent contractor for all purposes and when performing any Services under this Agreement.

XXIV. ENTIRETY OF AGREEMENT

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto.

XXV. AUTHORIZATION

Both the TOWN and CONTRACTOR represent to the one another that all the necessary actions to execute this Agreement have occurred and that both parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

XXVI. REPRESENTATIONS AND WARRANTIES

Each party signing this Agreement on behalf of TOWN and CONTRACTOR represents and warrants that he or she has read, understands and acknowledges any and all of the conditions and requirements as set forth herein.

XXVII. CONSTRUCTION

The TOWN and CONTRACTOR acknowledge that the Agreement has been fairly negotiated by each party's respective legal counsel and at arm's length; and, as such, the Agreement shall be interpreted in accordance with the terms contained herein.

XXVIII. GENDER NEUTRAL

For purposes of this Agreement, any and all gender specific references, classifications and/or language shall be interpreted to be gender neutral.

XXIX. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; provided, however, that each of the counterparts shall have been executed by the parties hereto.

XXX. PUBLIC RECORDS

CONTRACTOR agrees to:

1. Keep and maintain public records required by the TOWN to perform the services contemplated herein.
2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the TOWN.
4. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the services contemplated herein. If the CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, JENN GARCIA, TOWN CLERK, (863) 438-8330, EXT. 222, jgarcia@townofdundee.com, 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838.

If the CONTRACTOR does not comply with a public records request, TOWN shall enforce this Agreement which may include immediate termination of this Agreement.

This Section shall survive the termination of this Agreement.

XXXI. FURTHER ASSURANCES

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement. To the extent of any conflict with the terms and conditions set forth by this Agreement and other rules and/or regulations which may otherwise govern the Services, the terms and conditions of this Agreement shall prevail.

XXXII DUTY TO COOPERATE IN GOOD FAITH

The parties acknowledge and agree that it is in their best interests and the best interests of the public that this Agreement be performed in strict accordance with the terms, covenants and conditions contained herein; and the parties shall, in all instances, cooperate and act in good faith in complying with all of the terms, covenants and conditions contained herein.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed by their undersigned officials as duly authorized.

SEMCO CONSTRUCTION, INC.:

By: _____
Jennifer Hall
Executive Vice President

Witness

Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of March, 2022, by Jennifer Hall, as Executive Vice President of SEMCO CONSTRUCTION, INC., ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
My commission expires: _____

TOWN OF DUNDEE:

TOWN OF DUNDEE

By: _____
Tandra Davis, Town Manager

ATTEST:

Jenn Garcia, Town Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., Town Attorney

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR PUBLIC WORKS BUILDING EXTENSION 1500 RACE ROAD, DUNDEE, FL 33838

RFP NUMBER: 22-01

**Responses are due by
FEBRUARY 18, 2022 at 12:00PM**

MAIL OR DELIVER RESPONSES TO:

Town of Dundee
Attn: RFP 22-01
202 East Main Street
PO BOX 1000
Dundee, FL 33838

Contact:
Jenn Garcia,
Town Clerk
Town of Dundee
Email: JGarcia@TownofDundee.com
(863) 438-8330 Ext. 258

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RFP 22-01
FY 2021-22 PUBLIC WORKS BUILDING EXTENSION
1500 RACE ROAD, DUNDEE, FL 33838

Sealed Bids marked "**SEALED BID – RFP 22-01 FY 2021-22 PUBLIC WORKS BUILDING EXTENSION**" will be received by the Town Manager of the Town of Dundee, Florida, until **12:00 P.M., Friday, February 18, 2022** at P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838, for the following:

Furnish all labor, materials, equipment, and supervision necessary to extend the public works building by 100ft length x 60ft wide, as follows:

Shall extend the public works shop and add roll up doors, extend electrical, install installation to match the current building, add lighting inside of the new building as well as the outside of the building. All testing and permitting would need to be scheduled with the Town of Dundee building department. All permits must be obtained before work begins. Contractor will be responsible for making sure that once they remove the existing wall to extend the building that they adequately secure the building with respect to access during construction and to prevent unauthorized access at any time and especially during non-working hours.

On **Friday, February 18, 2022 at 2:00PM**, bids will then and there be publicly opened and read aloud at a meeting of the Purchasing Review Committee.

A **MANDATORY** Site Visit will be held at the Public Works Facility, 1500 Race Road, Dundee, Florida 33838, at **10:00AM on Wednesday, February 09, 2022**.

A **MANDATORY** Pre-Bid meeting will be held at Town Hall, 202 East Main Street, Dundee, Florida 33838, at **11:15AM on Wednesday, February 09, 2022**, for the purpose of answering any questions bidders may have in reference to the project(s).

NOTE: ANY CONTRACTOR WHO FAILS TO ATTEND A MANDATORY PRE-BID MEETING/SITE VISIT WILL NOT BE ELIGIBLE TO BID ON THE PROJECT. ALL BIDDERS MUST BE PRESENT AND SIGNED IN PRIOR TO THE START OF THE MANDATORY PRE-BID MEETING AND SITE VISIT. ANYONE NOT SIGNED IN AT THE COMMENCEMENT OF THE PRESENTATION FROM THE PROJECT MANAGER WILL BE CONSIDERED AND WILL NOT BE ALLOWED TO BID ON THE PROJECT.

The project specified shall be furnished in accordance with this Request for Proposal, Work

Specifications, Terms and Conditions, and Work Summary attached hereto and made a part hereof as if fully set forth herein.

Questions may be submitted to the Town Clerk until **4:30pm on Friday, February 11, 2022**. For more information regarding this RFP 22-01, please contact **Jenn Garcia, Assistant Town Manager/Town Clerk, (863) 438-8330 or by e-mail at JGarcia@TownofDundee.com**

Public Records - It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each governmental agency. §119.01, Fla. Stat. (2019). As such, do not submit any document(s) that you do not want to be made public.

Bidders shall submit bids on the Proposal and Bid Form furnished by the Town. Please note the NON-COLLUSION AFFIDAVIT OF PRIME BIDDER form which must also be completed. A W-9 form must be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

An original and five (5) copies, a total of six (6), of the proposal shall be submitted in sealed envelopes/packages addressed to Jenn Garcia, Assistant Town Manager/Town Clerk, Town of Dundee, Florida, and marked SEALED BID – RFP 22-01 FY 2021-22 PUBLIC WORKS BUILDING EXTENSION

The Town of Dundee welcomes your response to this RFP. The Town of Dundee reserves the right to reject any proposal found to be non-responsive, vague, non-conforming, or irresponsible. The Town of Dundee may withdraw all or part of this RFP at any time to protect its best interest. The desire of the Town of Dundee to pursue proposals shall in no way obligate the Town to compensate you for your efforts or to execute a contract. All proposers are asked to be thorough yet concise in the response(s) to this RFP. The failure to provide a response in the manner prescribed herein shall be grounds for disqualification.

The Town of Dundee reserves the right to reject any and all bids, waive informalities, re- advertise, and the Town of Dundee may enter into a contract determined, in the sole discretion of the Town of Dundee, to be in its best interest, in accordance with the Terms and Conditions referenced herein above.

TOWN OF DUNDEE – GENERAL PROVISION CLAUSE(S) TERMS AND CONDITIONS

1) GENERAL CONDITIONS:

- a) Bidders are required to submit their proposals subject to and upon the express terms and conditions set forth herein.
- b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents (as defined in Section 2), visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items.
- c) These Terms and Conditions and any Contract Documents are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.
- d) Notwithstanding anything in this Request For Proposal 22-01 (the "RFP") to the contrary, the obligation of the Town of Dundee (the "Town") to furnish payment is expressly subject to appropriation(s) of sufficient public funds by the Town Commission of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee fails to appropriate sufficient funds to satisfy the payment obligations to the successful bidder of any kind or type, the Town and/or successful bidder may immediately terminate any agreement entered into pursuant to this RFP and be released from any future responsibility or liability thereunder.

e) **PUBLIC RECORDS:**

The Town and Contractor (as defined in Section 2) agree that the Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Bidder/Contractor agrees to:

- i) Keep and maintain public records required by the public agency to perform the service.
- ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- iv) Upon completion of the Contract (as defined in Section 2), transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- f) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-438-8330, JGarcia@TownofDundee.com, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.**

If the Contractor does not comply with a public records request, the Town shall enforce the Contract provisions which may include immediate termination of the Contract.

- g) It shall be understood and agreed that by the submission of a proposal, the Contractor, if awarded a contract, shall save harmless and fully indemnify the Town and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the Town, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.
- h) It is the intent of the Town that this RFP promotes competitive bidding. It shall be the bidder's responsibility to advise the Town at the address noted on the cover letter, if any language, requirements, etc. inadvertently limits the requirements stated in this RFP to a single source. Such notification shall be received in writing not later than ten (10) days prior to the bid opening date.
- i) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the bid. The Town may request proof of such licensure. Bidders shall also obtain all permits required for this project.
- j) The Town shall be entitled to rely on the written representations of the bidder. No claims shall be paid by the Town unless in writing and approved by the Town. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the Town.
- k) Unless detailed elsewhere in the bid documents, proof of insurance naming the Town as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on Town property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the Town, with limits of not less than one-million dollars and zero cents (\$1,000,000.00).

2) DEFINITIONS

Words used in the RFP and/or Contract Documents any and all attachment(s) and/or exhibit(s) incorporated and made a part hereof shall possess their everyday and ordinary meaning, provided however, that where one (1) of the following listed terms is used, such term(s) shall possess the corresponding meaning, as follows:

- a) **APPLICABLE LAW:** Any contract entered into pursuant to this RFP shall be construed in accordance with the laws of the State of Florida.
- b) **BUSINESS DAYS:** Any calendar day which is not a Saturday, Sunday or holiday which is recognized by the Town of Dundee, Florida.
- c) **CALENDAR DAYS:** Any and all days in a 365-day calendar year.
- d) **CHANGES:** The Town, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the Town Manager or his/her designee. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the Town may make minor changes in the work which are consistent with the purpose of the work, and which do not change the contract price or time for completion. The Town Manager shall be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the Town unless evidenced by a Change Order Request issued and signed by the Town Manager.
- e) **DAYS:** A calendar day unless specifically stated otherwise.
- f) **TOWN:** The Town of Dundee, Florida, a Florida municipal corporation, and/or its authorized representative vested with home rule authority pursuant to the Municipal Home Rule Powers Act, Chapter 166 of the Florida Statutes, and Article VIII, §2 of the Florida Constitution; and the Town is therefore vested with governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, including the general exercise of any power for municipal purposes.
- g) **CONTRACT:** The agreement entered into and executed by the Town and Contractor and includes, but shall not be limited to, the Contract Documents.
- h) **CONTRACTOR:** The successful bidder who enters into the Contract with the Town to complete the project set forth in the RFP.
- i) **DEFAULT:** Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the Town, be charged the increase in cost(s) of obtaining the goods/services elsewhere.

- j) **CONTRACT DOCUMENTS:** The RFP; Terms and Conditions; Contract; Bond; Performance Bond; Maintenance Bond; Contract Bond; Special Provisions; Specifications; Technical Specifications; Proposal and Bid Form; Engineering Plans and/or Drawings; Addenda issued before, during and after the bidding period for the RFP; Change Orders issued after the Contract is let; and any other document incorporated by reference and/or annexed hereto.
- k) **INDEMNIFICATION:** Contractor shall hold harmless, indemnify, and defend the Town, its elected officials, appointed officers, and employees, representatives, or agents, against any claims, action, loss, damage, injury, liability, tax, assessment, cost or expense of whatever kind (including, but not by way of limitation, attorneys' fees and court costs (in bankruptcy, trial and appellate matters in any judicial and/or administrative tribunal) arising out of and/or incidental to the Contractor performance of this Contract. Other specific references to the Contractor duty to indemnify the Town and hold it harmless, which may be set forth herein, shall be construed as in addition to, and not as a limitation of the requirements of this section. The Town shall be entitled to recover its reasonable attorneys' fees, including trial and appellate, and court costs in the event judicial and/or administrative enforcement of this Contractor indemnity is required.
- l) **INSPECTION:** The goods and services purchased are subject to the inspection and approval by the Town. The Town reserves the right to reject goods and services which do not conform to provisions of the Contract Documents.
- m) **INSURANCE:** As specified in the Contract Documents.
- n) **LIMITATION ON MUNICIPAL INDEMNITY:** To the extent that the Contract calls for the Town to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein, as follows:
 - i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Town of Dundee under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that section existed at the inception of this Contract." Provided further, no waiver of the Town's sovereign immunity is intended to be made herein.
 - ii) The addition of this language shall not be construed to create Town indemnifications where none are expressly made in the terms and conditions of the contract or agreement.
- o) **STATEMENT OF ASSURANCE:** No bids submitted shall be considered unless the bidder warrants that, upon execution of a Contract with the Town, it shall:
 - i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status; and
 - ii) will submit such reports as the Town may thereafter require to assure compliance.

- p) ***SUB-CONTRACTOR***: An individual, person, firm, company, corporation, association, entity, society, or group which enters into a contract with the Contractor to do a portion of the work on and/or for the project.
- q) ***TITLE***: The risk of loss of goods covered by the Contract Documents shall remain with the Seller and/or Contractor until the goods have been delivered to a designated site and actually received by the Town. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller and/or Contractor.
- r) ***WARRANTY***: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work when the project is completed, and the Contractor shall deliver to the Town the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with vendors and Sub-Contractors. **Vendors who furnish materials without a formal contract shall be given notice by the Contractor that this provision exists.**
- s) ***VENUE***: Any legal or equitable action or proceeding concerning this Contract shall be brought in the State Courts of Polk County, Florida.

3) INTERPRETATIONS OR ADDENDA:

- a) No oral interpretation will be made to any Contractor as to the meaning of the Contract Documents or any part thereof to include any error, omission, discrepancy, or vagueness. Every request for such an interpretation shall be made in writing to the Town Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Contractor will be in the form of an Addendum to the Contract Documents ("Addenda"), and when issued by the Town, will be on file and available to the public upon request at the Town.
- b) The Town shall not be responsible for the safe delivery of the Addenda and/or notification of same. It shall be the Contractor's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

- a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification(s) for any item(s) and/or deliverables required in the RFP. If bids are based on equivalent products, indicate on the Bid Form (see attachment), the manufacturer's name and number. The Contractor shall submit with their proposal descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The Contractor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered

an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the Town.

- b) **Alternate bids shall not be considered unless alternate bids are specifically required by the technical specifications set forth in the Contract Documents. For purposes of this provision, alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the RFP.**

5) SAMPLES:

Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Contractor expense. Each individual sample must be labeled with the Contractor name, manufacturer's name brand name and number, bid number and item reference. If forwarding instructions, payment for postage, and/or pick-up, is not made by the Contractor within ninety (90) days of the bid opening, the commodities shall be disposed of by the Town.

6) PROTEST PROCEDURES:

The Town encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in a fair, timely and equitable manner, without fear of retribution on the part of a vendor or person, the following shall apply:

- a) All formal responses to the RFP shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE TOWN OF DUNDEE, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDER'S PROTEST AND ANY RESULTING CLAIMS."**
- b) **RIGHT TO PROTEST:** Any aggrieved, actual, or prospective bidder in connection with the RFP may protest to the Town Manager of the Town prior to the award of a contract by the Town Commission of the Town of Dundee.
- c) **NOTIFICATION:** The Town shall post all recommendation of awards available for review by the General Public.
- d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file a written notice of intent to file a protest. For the purpose of computation of time, the initial notice of intent to file a protest must be received by the Town Manager no later than 3:00 p.m. on the third (3rd) workday following the date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal Town holidays).

In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars and zero cents (\$1,000.00) in the form of a cashier's check payable to the Town shall be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest shall be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures.

Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Town shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the Town will refund the Bond other than a finding in favor of the protestor.

If during tolled action, the Town Manager determines that an Emergency Purchase (as defined by the Code of Ordinances of the Town of Dundee) is necessary, action may be taken to secure the goods or services.

- e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Town Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired.

The formal written protest shall contain the following:

- i) Town bid number and/or title (if applicable);
 - ii) Name and/or address of the Town department, division or agency affected;
 - iii) The name and address of the affected party;
 - iv) The title and position of the person submitting the protest;
 - v) A statement of disputed issues of material fact;
 - vi) If there are no disputed material facts, the written letter must so indicate;
 - vii) Concise statement of the facts alleged;
 - viii) Statement identifying with specificity the rule(s), regulation(s), statute(s), ordinance(s), and/or constitutional provision(s) entitling the affected party to the relief requested;
 - ix) Statement identifying with specificity the relief which an entitlement is alleged; and
 - x) Such other information as the affected party deems to be material to the issue.
- f) **PROTEST MEETING:** The Town will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Town Manager or his/her designee who shall serve as the Chairperson, the Town of Dundee Finance Director or his/her designee and a designated member of the Purchasing Review Committee. The Town Attorney or designee shall be present and act in an advisory capacity to the Protest Committee.

The Protest Committee shall meet with the protesting party within fourteen (14) business days of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the bid protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose.

The Town Manager shall present the background for the protest to the Bid Protest Committee. The purpose of the protest meeting is: (1) to question and review the basis of the protest; (2) to evaluate the facts and merits of the protest; and (3) gather information in order to make a decision.

The agenda for the bid protest meeting will be:

- i) The background as to why the recommendation for award was made or why the vendor was not selected.
 - ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the Town.
 - iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
 - iv) During the meeting, the Bid Protest Committee may ask questions of all parties as necessary.
- g) The Bid Protest Committee will render their decision in writing within five (5) business days of the bid protest meeting.
- h) The Town Manager may conduct an evidentiary hearing if there are disputed issues of material fact. The Town Manager will conduct a review and make a final written decision within ten (10) business days after the rendering of the decision of the Bid Protest Committee. **The Town Manager's decision shall be final and binding. No further protests of the action in question will be heard by the Town.**
- i) Any person who is aggrieved by the final and binding decision of the Town Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida, by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the Town Manager's final and binding decision.

7) PROPOSALS:

- a) The bid must contain a manual signature of an authorized representative in the space provided on the applicable form. Each party shall be responsible for the accuracy of his/her/its proposal. A party cannot obtain relief by pleading that its bid was in error.
- b) Submittals to the RFP shall be received no later than the time and date set forth in the RFP. No bid shall be accepted after the specified deadline or at any location other than that specified in the RFP. Any bid received late or because of submittal to another location will be maintained unopened in the bid file. Bids properly received will be opened at the time, date, and place set forth in the RFP.

- c) The Town may elect to cancel or postpone the RFP at any time prior to the time and date set to open the subject bid(s).
- d) Sealed bids, proposals, or replies received by the Town pursuant to the RFP are exempt from disclosure under Section 119.071 of the Florida Statutes and s.24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- e) If the Town rejects all bids, proposals, or replies submitted in response to the RFP and the Town concurrently provides notice of its intent to reissue the RFP, the rejected bids, proposals, or replies remain exempt from disclosure under Section 119.071 of the Florida Statutes and s. 24(a), Art. I of the Florida Constitution until such time as the Town provides notice of an intended decision concerning the reissued RFP or until the Town withdraws the reissued RFP. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial Town notice rejecting all bids, proposals, or replies.
- f) Bid and a non-collusion affidavit(s) (see attachments) should be submitted on the forms furnished by the Town and completed without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form(s) shall be rejected. Bids must be typed or printed in ink. All corrections must be initialed. Each bidder shall deliver its sealed proposal to the location specified by the RFP. It is the bidder responsibility to assure that its bid is delivered at the proper time and place of the bid opening. Bids which are not received, as set forth in the RFP, shall not be considered by the Town.
- g) Telegraph, telephone, e-mail, electronically transmitted, or facsimile (FAX) bids shall not be considered. Bids may be modified, in writing, provided such modification is received at the location specified for submission and prior to the time and date set for the bid opening. Each bidder shall be solely responsible for the costs associated with the preparation and submittal of its bid in response to the RFP.
- h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING SHALL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

- a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the Town.
- b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.
- c) **Discounts:** Contractor may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation

purposes. The bidder(s) are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) business days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

Any bidder intending to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then items must be marked as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

- a) All bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. The failure to do so will be at the bidder risk.
- b) **In the Purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The Town shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.
- c) The Town reserves the right to contact a bidder, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the Town reserves the right to demand the execution or re-execution of the proposal, affidavits, or certification required to be accompanied with the bid proposal, when it appears to the Town that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without a single signature on an affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to, the Occupational Safety and Health Act and regulations or standards thereunder.

12) INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices to the Town at the prices stipulated in the Contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) business days after approval of invoice by the Town. If a cash discount is taken by the Town on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (15) business days. All invoices shall include the purchase order number for purchases against any contract resulting from this bid. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in

delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event an invoice is submitted with an overcharge, a credit memo must be submitted in order to correct such overcharge. Any applicable discounts that apply as a result of the Contract shall be taken even though the allowable time has lapsed due to the time awaiting credit memorandum(s).

13) WITHDRAWAL OF PROPOSALS:

A bid proposal may be withdrawn prior to the time fixed for the bid opening, if proper written notification is received, at the location specified for submission in the RFP, prior to the time fixed for the bid opening. A proposal may also be withdrawn if the Town does not accept it within ninety (90) calendar days after the date fixed for the bid opening. Notwithstanding any withdrawal, all bid documents received by the Town in response to the RFP shall remain the property of the Town.

14) NONCOLLUSION AGREEMENT:

Any bidder submitting a bid for the RFP shall execute and submit with its bid a non-collusion affidavit (see attachments) which states that it has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted in response to the RFP.

15) REJECTION OF BIDS:

The Town may reject a bid if:

- a) The bidder misstates or conceals any material fact in the bid;
- b) The bid does not strictly conform to the law or the requirements which includes, but is not limited to, the terms and conditions set forth in the RFP; or
- c) A bid is submitted in bad faith and/or in a manner intended to undermine the competitive sealed bid selection process.

The Town Manager and/or the Town Commission shall have the right to act in the best interests of the Town and reject any and all bids and request the entire transaction be rebid. The Town may also waive any minor informalities, irregularities, or technicalities in any bid.

16) STATEMENT OF QUALIFICATIONS:

Each bidder shall, upon request of the Town, submit a statement of qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Contract Documents, its organization and equipment available for the work contemplated, and, when specifically requested by the Town, appropriate financial information which would assist in determining the ability and solvency to perform work contemplated by the Contract Documents.

The bidder may also be requested to furnish references which the Town may use to verify claims of competency. The Town shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the Contract Documents; and the bidder shall furnish the Town all such information and data for this purpose as it may request.

The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the bidder is qualified to carry out properly the terms of the Contract Documents.

17) AWARD OF CONTRACT:

- a) The Town reserves the right to award contract(s) to more than one Contractor, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the Town's best interest.
- b) The Contractor may qualify its bid for acceptance by the Town on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Contractor is hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the Town may deem it necessary to split or divide a project as set forth herein. **Contractor shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.**
- c) A written award of acceptance mailed or otherwise furnished to the Contractor results in a binding contract without further action by either party.
- d) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, most responsive, and responsible party (or as specified in the RFP). Additional criteria as set forth in the RFP will be considered in the award of the bid. The lowest most responsive and responsible party will be determined after evaluation of the bid by the Town. In determining the lowest most responsive and responsible party, in addition to price, the following may be considered as criteria if noted in the bid documents:
 - i) Evaluations and quality of performance on previous projects;
 - ii) Ability, capacity, equipment and skill of the party to fulfill the contract;
 - iii) Ability to fulfill the contract within the time specified, without delay;
 - iv) Character, integrity, reputation, judgment, experience and efficiency;
 - v) Previous compliance with laws and ordinances relating to the contract;
 - vi) Sufficiency of the financial resources to fulfill the contract;
 - vii) Quality, availability and adaptability of the supplies or contractual services;
 - viii) Ability to provide future maintenance and service, as required or needed; and
 - ix) Number and scope of conditions attached to the bid.

18) OTHER GOVERNMENTAL ENTITIES:

The Town encourages and agrees to allow the Contractor extending the pricing, terms, and conditions of this RFP and the Contract (if there is any such resulting contract) to other governmental entities at the discretion and/or option of the Contractor.

19) PERFORMANCE:

- a) Contractor shall keep the Town advised at all times of status of the work performed pursuant to the Contract Documents. The Contractor's default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the Town to terminate the Contractor's right to proceed with the Contract. In the event the Town terminates the Contractor's right to proceed, the Town shall provide the Contractor with written notice; and thereafter, the Town may purchase supplies and services elsewhere. Any increase in charge(s) and/or cost(s) incurred by the Town shall be charged to the defaulting Contractor.
- b) The Contract shall not be terminated, or the Contractor charged with liquidated damages (if otherwise provided for in the Contract Documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor including, but not limited to, acts of God, acts of the Town, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (10) calendar days from the beginning of such delay, notify the Town, in writing, of the cause for the delay. If, in the opinion of the Town, the failure of Contractor to perform the conditions of this Contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.
- c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead its want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this Contract. Contractor shall explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Contractor to notify the Town immediately after learning of such restriction including, but not limited to, indicating in writing the specific regulation which required an alteration. The Town reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

22) PRICE AND ADJUSTMENTS:

Any price decrease effectuated during the term of the Contract and/or any time specified for performance therein, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the Town.

23) EQUAL EMPLOYMENT OPPORTUNITY:

No bids submitted shall be considered unless the bidder(s) warrants that upon execution of a Contract with the Town, it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, handicap, or marital status, and will submit such reports as the Town may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

- a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this RFP, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: Town of Dundee, Attn: Town Manager, P.O. Box 1000, 202 East Main Street, Dundee, Florida 33838.
- b) The MSDS shall be maintained by the Town and must include the following information:
 - i) The Division/Department to which the material was shipped.
 - ii) The chemical name and the common name of the toxic substance.
 - iii) The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosivity, and reactivity;
 - (2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - v) The emergency procedures for spills, fire, disposal, and first aid.

- vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
- vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

The Town Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Town Manager to comply with all of the Source Selection provisions of Town of Dundee Ordinance No. 14-17 (*codified in Sec. 2-159*) and the Code of Ordinances of the Town of Dundee:

- a) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Town of Dundee utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Town of Dundee utility service area.
- b) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
- c) Availability or completion period.
- d) Previous vendor record on similar projects or requirements.
- e) Business location closest to the Town.

26) NOTICE:

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

- b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of One Million (\$1,000,000) or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.**
- c) **Any contract for goods and/or services in and amount of \$1,000,000.00 or more will be subject to termination by the Town if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel list, or is engaged in a boycott of Israel.**

27) UNAUTHORIZED ALIEN(S):

- a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Town shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of any agreement and/or the Contract by the Town. As part of the response to this RFP, the successful party shall complete and submit the attached form "AFFIDAVIT CERTIFIATION IMMIGRATION LAWS".
- b) Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.
- c) If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov le-verify or contact USCIS at 1-888-464- 4218.

CONSTRUCTION-RELATED CLAUSES

The construction-related clauses shall apply to all work performed pursuant to the Contract Documents by either the Contractor or by any Subcontractor engaged to do a portion of the work.

The Contractor shall supply each of its Subcontractors with a copy of all of the Contract Documents.

28) ERRORS:

If the Contractor discovers any error, omission, or vagueness in the Contract Documents, the Contractor shall report this discovery to the Town immediately upon learning of same. Work done after such a discovery and before the Town corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

The unit prices for each of the several items in the proposal (see attached Bid Form) of each bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. Special attention is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) for work not covered in the drawings and technical specifications.

30) SALES TAX SAVINGS PROCEDURE/OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code, Public Works Contracts, and Section 212.08(6) of the Florida Statutes.

The Town reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the Town exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES.

The bid shall include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING.

- i) The Town may exercise its right to direct purchase any component of the bid, at the Contractor's rate, in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the Contractor used to submit their bid to the Town and therefore made a part of the Contract. The Contractor shall fully cooperate with the Town, providing information for the

preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the Contractor, the Town will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the Contractor, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) The Contract shall be reduced by the amount of all construction materials plus taxes selected by the Town, for direct purchase.

c) EXPEDITING.

The Contractor shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT.

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the performance of the Contract. The Contractor and Subcontractors shall be responsible for the safe care, custody, and control of all materials.

i) BILLINGS/PAYMENTS.

i) All ODP's shall be billed to the Town in care of the Contractor.

ii) The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms. **All discounts shall accrue to the Town.**

iv) The Contractor shall prepare a direct purchase report for the Town upon submittal of each pay request.

j) OTHER CONSIDERATIONS.

i) The Town shall have title to all items of which any payment has been made pursuant to the Contract Documents.

ii) The Contractor shall assume the risk of damage or loss at the time of the purchase.

- iii) The selection of ODP for any item(s) contained within the bid does not relieve the Contractor from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the Contract Documents.
- iv) The Town shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with the Contract Documents.
- v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

31) INSPECTION:

- a) For the Town, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.
- b) The Town shall examine the work to assure its conformity with the Contract Documents. The Town will assist the Contractor in correctly interpreting the plans, specifications, and other Contract Documents, but this assistance will not require that the Town give early notice of rejection of work or materials.
 - i) The examination and/or assistance by the Town shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Subcontractors in performing the work.
 - ii) The Town shall not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the Town shall not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
 - iii) The Town shall not be responsible for the acts or omissions of Contractor or any Subcontractors, or any of Contractor's agents or employees.
 - iv) Neither the Town's authority to act under these Contract Documents, nor any decision made by the Town in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Town to Contractor, any subcontractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

- c) The Town shall retain authority to make a final decision in any matter which involves interpretation of plans and other Contract Documents including, but not limited to, quality and quantities of materials used, construction and progress of work, work completed and estimates.
- d) If the Town finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the Town may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the Town from the amount due, or which will become due the Contractor.
- e) The Town may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.
- f) The Town may order the Contractor to uncover work which has been covered without the consent of the Town. The Contractor shall bear the expense of the extra work. The Town may order the Contractor to uncover work which has been covered with the consent of the Town. If the questioned work is found to be without fault, the Contractor may charge the Town for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

32) SUPERVISION:

The Contractor shall maintain a superintendent, who fulfills the Town's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the Town or if the Contractor discharges the project superintendent. If the Contractor is not present, the Town shall be permitted to consider the project superintendent the Contractor's agent; and the Town shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

33) ACCIDENT PREVENTION:

- a) No laborer or mechanic employed in the performance of the Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment, and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.
- c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising

out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Town with these reports.

34) CLAIMS FOR ADDITIONAL PAY:

If the Town issues written instructions which the Contractor believes will involve additional work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the Town Manager or his/her designee immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the Town is necessary to meet an emergency which endangers life or property.**

If the Contractor asserts a claim for extra pay, the Town may cancel the instructions and deny the claim or follow the procedure(s) set forth herein for "CHANGES". The cost or credit to the Town from a change in the work shall be determined from price information in the bid form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen percent (15%) for profit and overhead, or as the parties otherwise agree.

35) FITTING AND COORDINATION OF THE WORK:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged in the performance of the Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

36) SUB-CONTRACTING:

Nothing in the Contract Documents shall be construed to create a contractual relationship between the Town and a Subcontractor doing a portion of the work on this project, nor shall it create any obligation on the part of the Town to pay or see to the payment of any moneys due any Subcontractor. The Town shall hold the Contractor responsible for the work done by any of its Subcontractors. For any portion of the work to be sub-contracted, a list of the Subcontractors shall be furnished to the Town Manager prior to the commencing of this project(s).

37) MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts or neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage in the performance of the Contract, the Contractor shall settle with such other, contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Town on account of any damage alleged to have been so sustained, the Town will notify the Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the Town shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

38) LINES AND GRADES:

The Town shall establish a base line and a benchmark at each location of any separate portion of this project. The Contractor shall reference all base lines, benchmarks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

39) ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the express written consent of the Town; provided however, that assignments to banks, trust companies and/or other financial institutions of payments due to Contractor may be made without the consent of the Town.

40) OTHER CONTRACTS:

The Town may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other contractors, by scheduling its own work with that to be performed under other contracts as may be directed by the Town or Town Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor as scheduled, on this project or any other project.

41) PATENT INFRINGEMENT:

The Contractor shall indemnify the Town, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

42) SHOP DRAWINGS:

Where a portion of this project requires the use of shop drawings, the Contractor shall submit four (4) copies of these drawings and a schedule of the required work to the Town. The Town shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four (4) copies of the revised drawings to the Town. The Town's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

43) PLANS AND SPECIFICATIONS:

- a) The Town shall furnish the Contractor one (1) set of the plans and specifications when the Town notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one (1) set of

plans and specifications, the Contractor may obtain these if it pays the cost of reproduction.

- b) The original plans and specifications, and any copies of these plans and specifications the Town furnishes the Contractor, shall remain the property of the Town. They shall not be used on work other than this project. The Town may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

44) SUB-SURFACE DATA:

The Town does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, conduits and other such underground infrastructure.

45) FACILITIES, MATERIALS, AND EMPLOYEES:

- a) Unless it is otherwise stipulated in the Contract Documents, the Contractor shall be responsible for supervision, electric power, water, and any other facilities required to complete this project.
- b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to the Town's applicable specifications.
- c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Town shall decide the question of equality.
- d) The Contractor shall furnish to the Town for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.
- e) Machinery, mechanical and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a federal specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement

thereto in effect on the date of the RFP, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the technical specifications shall have full force and effect as though printed therein.

- g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

46) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

- a) Unless it is otherwise stipulated in the Contract Documents, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the Town.
- b) The Contractor shall instruct any laboratory or agency making, required tests to furnish the Town with a copy of the report made on each test and inspection.

47) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the Contractor under this provision.

48) PROTECTION OF MONUMENTS:

The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and benchmarks. If the work demands the temporary removal of such a monument, point, or benchmark, the Contractor shall notify the Town who shall reference the monument, point, or benchmark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or benchmark, the Town may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the Town.

49) USE OF PREMISES:

The Contractor shall confine its equipment, storage or materials, and construction operations to the limits set forth in the Contract Documents and as prescribed by ordinances or permits, or as determined by the Town, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

50) WORK PROGRESS:

- a) If the Contractor fails to proceed with the diligence required to complete the project within the time set forth in the Contract or within an extension of that time which the

Town may grant, the Town may terminate the Contractor's right to proceed with the work by providing written notice to the Contractor.

- b) If the Town terminates the Contractor's right to proceed, the Town may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the Town may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of the Contract by Contractor shall constitute an acknowledgment of the surety's consent to this provision.
- c) If the Town does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

51) REQUESTS FOR INTERPRETATION AND INFORMATION:

- a) All requests for interpretation shall be in writing and submitted to the Town Manager. Whenever a written request for interpretation(s) of the Contract Documents is properly submitted, the request(s) shall be answered by way of Addenda. All Addenda will be sent to each party holding Contract Documents. The Town shall not be responsible for the safe delivery of the Addenda.

It shall be the responsibility of the party to make inquiry as to the issuance of any Addenda to the Contract. All Addenda shall become part of the Contract Documents and all parties shall be bound by such Addenda, whether received or not.

- b) It shall be the responsibility of the Contractor to make timely requests of the Town for any additional information not already in its possession which should be furnished by the Town under the terms of the Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Town may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

52) DISPUTES:

- a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR STANDARD PROVISIONS (if applicable), whether involving law or fact, extra work, and/or all claims for alleged breach of the Contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the Town for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. At all time(s) during the pendency of a dispute, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived by the Contractor.
- b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the Town shall be final. Each decision by the Town will be in writing and mailed to the Contractor by registered or certified mail, return receipt requested, directed to the Contractor's last known address.
- c) If the Contractor does not agree with any decision of the Town, it shall in no case allow the dispute to delay the work but shall notify the Town promptly that it is proceeding with the work under protest.

53) CONTRACTOR INSURANCE:

For contracts not exceeding \$500,000.00 dollars the following insurance requirements shall be met:

- i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the Town (the "Owner"), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, the Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form, or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Worker's Compensation Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy shall be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- | | | |
|------|------------------------|-----------------------|
| (i) | Part One: "Statutory" | |
| (ii) | Part Two: \$500,000.00 | Each Accident |
| | \$500,000.00 | Disease-Policy Limit |
| | \$500,000.00 | Disease-Each Employee |

- (b) The policy shall be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover from Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance:

- (a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements excluding coverage for liability arising out of:

- (i) Mold, Fungus or Bacteria
- (ii) Terrorism
- (iii) Sexual Molestation

- (b) Unless the work under this Contract includes activities, which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

- (i) Architects and Engineers Professional Liability
- (ii) Exterior Insulation and Finish Systems (EIFS)

- (c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i) \$1,000,000.00	General Aggregate
(ii) \$1,000,000.00	Products/Completed Operations Aggregate
(iii) \$1,000,000.00	Personal and Advertising Injury
(iv) \$1,000,000.00	Each Occurrence

(3) Automobile Liability Insurance:

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non- owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

- (i) \$1,000,000.00 Each Occurrence – BI/PD Combined

(4) Property Insurance:

- (a) If the Contract includes: (1) construction of a new above-ground structure or structures; (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures; or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment¹. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be \$500 per occurrence.
- (b) If the Contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood

insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

- (c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner, shall be excess of and shall not contribute with the insurance provided by the Contractor and its subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by the Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers, and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers, and employees.
- ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers, and employees.
- iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under the Contract or otherwise.
- iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by the Contract and the Contract Documents.

54) INDEMNIFICATION:

- a) The Contractor shall indemnify and hold harmless the Town, its elected officials, officers, agents, and employees, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, taxes and assessments, or cause and/or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omission of the Contractor including but not limited to subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees and any person or

organization directly or indirectly employed and/or utilized by the Contractor to perform or furnish any work or anyone for whose acts any of them may be liable), to the extent arising from, relative to, or caused by the performance of any services as may be described or provided in the Contract Documents, and/or any services pursuant to the Contract issued hereunder. Such indemnification shall specifically include, but not be limited to, claims, damages, losses, liabilities, and expenses (including but not limited to all fees and reasonable charges of attorneys, and other professionals, and all court or other dispute resolution costs) to the extent arising out of or from:

- i) Any omission, default, or negligent act of the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees, (including negligent, reckless, willful or intentional acts or omissions);
 - ii) Any and all bodily injuries, sickness, disease or death;
 - iii) Injury to or destruction of tangible property, including the loss of use resulting therefrom;
 - iv) Other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with this Contract and/or any work arising out of the Contract Documents; and/or
 - v) The violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by the Contractor including but not limited to subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees and/or persons and/or entities under Contractor's direction and/or control.
 - vi) Any indemnification hereunder shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Town or its elected officials, officers, agents, and employees, or for statutory violation or punitive damages **except** and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, sub-consultants, sub-sub-consultants, materialmen, or agents of any tier or their respective employees.
- b) This contractual indemnity is authorized by Section 725.06 of the Florida Statutes.
 - c) This contractual indemnity shall survive the termination of this Contract.
 - d) Contractor shall indemnify, and hold harmless the Town, its elected officials, officers, agents, and employees from liability for damages to persons or property caused by any act, omission, or default of Contractor (specifically including, but not limited to, Contractor's negligent or grossly negligent acts, omissions, or defaults) to the extent it relates to, pertains to, or arises from the Contract or Contractor's performance thereof.

This contractual indemnity is authorized by Sections 725.06 and 725.08 (if applicable) of the Florida Statutes. Contractor also agrees to indemnify, defend, save and hold harmless the Town, its elected officials, officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and cause and causes of action of every name and description including but not limited to reasonable attorney's fees and reasonable attorney's fees in appellate or bankruptcy proceedings, that may be brought against the Town, its elected officials, officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- e) In the event of any claims or suits which fall within either of the foregoing indemnities, payment of any amount due pursuant thereto shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and the Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of 6% per annum simple interest from the day of the Town's payment.
- f) Additionally, if Contractor, after receipt of written notice from the Town fails to make any payment due hereunder to the Town, Contractor shall pay any reasonable attorney's fees or costs incurred by the Town in securing any such payment from Contractor.
- g) Nothing contained herein is intended nor shall it be construed to waive the Town's Sovereign Immunity and/or the Town's limits of liability as set forth in Section 768.28 of the Florida Statutes, as amended from time to time, regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the Town's favor
- h) The Contractor shall not be entitled to an increase in the contract price or payment or compensation of any kind from Town for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active malicious interference on the part of Town. Otherwise, Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for excusable events of delay.
- i) The Town reserves the right to include a provision for liquidated damages as a result of any delay by the Contractor.

- j) The Contractor and its subcontractors and/or sub-subcontractors agree by entering into the Contract to a waiver of subrogation for each required policy herein. When required by the insurer or should a policy condition not permit the Contractor or subcontractor or sub-subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor or subcontractor or sub-subcontractor agree to notify the insurer and request the policy be endorsed with a "waiver of transfer of rights against others" or its equivalent. This "waiver of subrogation" requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor or subcontractor or sub-subcontractor enter into such an agreement on a pre-loss basis.
- k) Acceptance by the Contractor of the last payment shall be a release to the Town and every officer and agent thereof, from all claim(s) and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Town or of any person relating to or affecting the work.
- l) The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida law or Florida Statute(s), in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida law.

55) BID BOND:

- a) In cases where the bid price exceeds \$30,000.00, each bid must be accompanied by a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, as guarantee that the Contractor will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) calendar days after receipt of written notice of award, enter into the Contract with the Town in accordance with the Contract Documents. **Should the Contractor fail to enter into a contract, the bid bond shall be forfeited as liquidated damages.**
- b) **No proposal or bid shall be considered unless accompanied by a bid bond in the amount and form specified.**

56) PERFORMANCE AND PAYMENT BOND:

- a) In cases where the bid price exceeds \$30,000.00 and/or for utility contracts covered by Section 180.24 of the Florida Statutes, the successful bidder shall be required to furnish a performance bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The Contractor shall also furnish a payment bond in an amount equal to one hundred percent (100%) of the

contract price as security for the payment of all persons performing labor on the project under the contract and furnishing material(s).

- b) The performance bond and the payment bond may be in one or separate instruments in accordance with applicable law. Subject bonds are due within twenty-five (25) calendar days after written notice of award is received. Subject bonds shall also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

57) BONDING COMPANY QUALIFICATIONS:

- a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting the following specifications:
 - i) Minimum rating of "A-" or better;
 - ii) Financial Size Category of "VII" according to the A.M. Best Company; and
 - iii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.
- b) All surety companies are subject to approval and may be rejected by the Town without cause in the same manner that bids may be rejected.
- c) **Awards of \$500,000 or less:** Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935 of the Florida Statutes.
- d) **Power of Attorney:** An Attorney-in-fact which signs a contract bond shall file with said bond a certified and effectively dated copy of the power of attorney. The power of attorney shall bear the raised seal of the surety company.
- e) The failure to furnish the required bond(s) within twenty-five (25) calendar days or within such extended period as the Town may grant shall constitute a default, and the Town may either award the contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of its bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Town for a refund.

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

59) LIENS:

No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

60) GUARANTEE:

- a) The Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (1) year from the date the Town accepts the completed project in its entirety. The Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee.
- b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice, the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the Town resulting therefrom.
- c) A notice of defect(s) will be issued by the Town. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the Town within ten (10) calendar days after receipt of said notice.
- d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of notice. Within ten (10) calendar days after completion of such corrective measures, the Contractor shall notify the Town, in writing, of correction in defects. The Contractor shall transmit to the Town a copy of each certified statement as required below.
- e) Each Subcontractor shall transmit to the Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and Town, a certified statement as to:
 - i) The work performed and/or materials supplied; and
 - ii) A guarantee in accordance with requirements of the Contract Documents appertaining to said work and/or materials.

61) THE CONSTRUCTION AGREEMENT:

- a) The Town will require the Contractor to execute a contract. Upon execution of the Contract, the Contract and Contract Documents become the Contract between the Town and Contractor.
- b) The contract between the Town and Contractor shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project to the Contractor.
- c) The Contractor cannot claim modification of the Contract because of any representation made by an employee of the Town or any other person.
- d) In the event the contract is not negotiated, approved, and executed within the time period set forth herein, the Town may, in its sole discretion, award the project and/or contract to the next most responsive and responsible bidder or withdraw the RFP and re-advertise the RFP.

62) CONSTRUCTION SCHEDULE:

- a) The Contractor shall submit to the Town for review and approval, a construction schedule at least five (5) business days before the start of project.
- b) The Contractor shall complete the work, phase(s), and/or part(s) of the project in the order set forth in the approved construction schedule.
- c) The Contractor's receipt of an approved construction schedule does not authorize the Contractor to begin work on the project.
- d) The Town's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

63) FINAL INSPECTION:

- a) When the work on this project(s) is substantially completed, the Contractor shall notify the Town, in writing, at least three (3) business days before the inspection date that the work will be ready for final inspection on a definite date. The Contractor shall expressly provide the date for final inspection.
- b) Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during the performance of the project. The Contractor's duty to clear the project site prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the Contract.

64) CONSTRUCTION AND CONSULTING EVALUATION:

- a) The award of contracts by the Town for construction and/or consulting service(s) is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of Section 287.055 of the Florida Statutes (Consultants Competitive Negotiation Act) for applicable consulting services. In addition, the Town will consider the previous performance of any bidder who may have completed work for the Town or other entity
- b) A Construction and Consulting Evaluation Form shall be completed by the department head or Town Manager for the project. The form shall be completed upon the completion of the project and submitted to the Office of the Town Clerk for retention.
- c) This form will be completed on all firms performing construction and/or consulting work for the Town of Dundee. Furthermore, the Town may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

WORK SUMMARY

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

1.02 – CONTRACTOR USE OF SITE

1.03 – SEQUENCE OF WORK

PART 2 – PRODUCTS

PART 3 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1.01 – WORK BY CONTRACTOR

- A. The “FY 2021-2022 PUBLIC WORKS BUILDING EXTENSION” includes the furnishing all labor, materials, equipment, drawings, permits and site supervision necessary for the extension of the public works building as specified below:

Complete construction to provide and install a complete and finished **60ft wide x 100ft length prefabricated building with 4 – 14ft tall manual chain roll up doors**, with internal lighting and all external site work required to provide positive drainage away from building and stabilized access and vehicular use area.

- B. All work is to be completed within **90 business days unless approved by Town Manager** from receipt of the Notice to Proceed.

- C. Work includes, but is not limited to:

1. All grading will be the responsibility of the contractor.
2. Preparation of existing ground including grading and removal of any foreign or deleterious material from the limits of work.
3. Preparation of building subgrade to required grade and specifications.
4. Installation of slab base material to required grade and specifications.
5. Placement of concrete footings and for slab to plan grade and specifications.
6. Construction and finishing of new 60’ wide x 100’ long metal building with minimum internal height of 16 feet
7. Building features:
 - 4 – 14ft wide x 14ft tall manual chain roll up doors, located on the north 100’ long wall of the building.
 - 8 LED shop bay lights, minimum **220 watts 120-277volt**, 2 per bay, [**linear high bay light**]. All electrical must be completed by a licensed electrician and is to be connected to an existing power panel located on northwest wall of existing building.

- 1 – personnel door located near the center of the south 100' wall of the building
Minimum clear width = 3'0" **the new building is to be a true extension of the existing one and not just a side-by-side installation, the connecting wall should be removed, and all frame works and sheeting and electrical shall be extended to the purposed 60' wide x 100' x 14' dimensions. While performing the work and removing the existing wall there shall be some sort of security fence or wall temporarily installed during construction to keep bystanders out of the existing public works building during construction and keep the equipment properly secured during this time.**
 - Security lighting on three exposed sides of the new building, consisting of one photocell-controlled **120 watt 120-277volts** security light placed at building corners and every 50 feet around building perimeter.
 - The new building shall be joined to the existing building to create a weather-resistant and intrusion-resistant unified structure – walls, roof, and floor.
 - The new building shall match the color and trim level of the existing building as closely as possible.
8. Restoration and fine grading of area around outside of construction area to ensure positive drainage away from buildings.
 9. Paving of access and vehicular areas with 6" minimum of tailings material, laid over heavy geotechnical fabric.
 10. Sodding of all disturbed areas outside the building footprint that are not in the vehicular areas.
 11. Erosion control and other incidental work necessary to complete the project.
 12. All concrete work will be placed and finished per building manufacturer's specs.
 13. Contractor will be responsible for all concrete testing and must provide the Town of Dundee building department with the test results before inspections can take place.
 14. Contractor is responsible for all punch-list items and for completion of work to satisfaction of Town inspector and issuance of Certificate of Occupancy.
 15. Contractor shall furnish Town one set of "as-constructed" drawings and specifications to Town at the completion of the work.
- D.** The Contractor(s) shall furnish all necessary MOT plans and obtain approval for the MOT plans from the Town of Dundee prior to any work.
- E.** Project to be completed in accordance with the Contract Documents which includes, but is not limited to, Work Summary, Terms and Conditions and the Invitation-To-Bid.
- F.** If awarded, the Contract(s) will be awarded on the basis of the lowest responsible/responsive bid for the project. Past performance on similar contracts will be heavily weighted in determining selection of successful bidder. Town of Dundee reserves the right to refuse or disqualify any bid and/or bidder.
- G.** Local traffic shall be able to use all streets and Town personnel shall be able to always have access to the Public Works Facility during the construction process. All private entrances shall be passable. The Contractor shall schedule his work to minimize hazards and delays and shall take every possible effort to promote safety. Signs, barricades, and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The Town shall provide

the sign requirements and specification(s).

- H. The Contractor(s) shall furnish all necessary drawings and specifications for building and provide same for review and approval by Town prior to ordering or construction.

1.02 – CONTRACTOR USE OF SITE

- A. The Contractor will not work on or keep his equipment on any private property without the permission of the property owner involved. The Contractor, during the construction period may leave their rollers, paver, and other essential equipment on Town property and all equipment will be marked with reflective barricades. The Contractor shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards, and street signs. The Contractor shall not prime or resurface over any mud, dirt, paper, or rock. All heavy accumulations such as waste concrete, scrap, or other construction materials or debris, shall be removed by the Contractor at his expense. No concrete shall be placed in the rain or when the temperature is below 55°F.
- B. The Contractor shall be responsible for locating and securing required storage and/or staging areas.
- C. It shall be the Contractors responsibility to obtain a water construction meter for any water that may be needed on this project.

1.03 – SEQUENCE OF WORK

PART 1 – PRODUCTS

All products and material shall meet or exceed all specifications shown on the drawings and in written form or required by the Town of Dundee.

PART 2 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

1.2 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean surfaces exposed to view, remove stains and foreign substances.
- C. Clean disturbed portions of site, sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.3 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.4 WARRANTIES

- A. All work, materials, and workmanship shall be warranted for a minimum of one calendar year from the date of acceptance by the Town of Dundee.



BID FORM

RFP 22-01

FY 2021 – 2022 public works building extension

RETURN DATE: FEBRUARY 18, 2022 at 12:00pm

RETURN TO: Office of the Town Clerk
Attn: RFP 22-01
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: _____

Company Address: _____

Company City: _____ State: _____ Zip: _____

Company Phone Number: _____ Fax Number

Authorized Representative:

Signature: _____

Date: _____

Print Name: _____

Phone Number: _____

Title: _____

EXHIBIT – A
1500 race road public works building



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name _____

Signature _____ Date: _____

Printed Name _____

Title _____

PRIVATE PROVIDER FIRM _____

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ___ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I _____ (“Affiant”), being first duly sworn, deposes and says that:

- (1) Affiant is _____ (insert job title) of _____ (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____ COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 ____

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ____ Produced I.D. _____

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

CERTIFICATION OF DRUG-FREE WORKPLACE

I _____ (“Undersigned”), certify that:

- (1) Undersigned is _____ (insert job title) and duly authorized to act on behalf of the Contractor _____ that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) 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.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), 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 of the Florida Statutes 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.
 - (e) 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.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE WORKPLACE, does hereby certify that the Contractor, _____, acknowledges, understands, and complies fully with the above requirements.

DATE: _____ NAME OF ENTITY: _____

PHONE/FAX: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: _____

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



TOWN OF DUNDEE

RFP 22-01 PUBLIC WORKS BARN EXTENSION

ADDENDUM #1

QUESTIONS FROM VENDORS

1. **Q. What is the estimated budget for RFP 22-01 Public Works Barn Extension?**
A. No more than \$300,000
2. **Q. What is the start date for the Public Works Barn Extension Project?**
A. 03/09/2022
3. **Q. Does the Town of Dundee release a plan holder's list for our projects?**
A. No
4. **Q. Does the Town have any electrical drawings of the existing building and electrical panel?**
A. Yes, included in Addendum 2.
5. **Q. What kind of building is it currently (brand)?**
A. Nucor building systems
6. **Q. Will it be attached to the current building, or will it be separate from existing structure?**
A. It will be attached to the existing structure. The existing wall will have to be removed and the new structure attached and installed. Please note, the end wall is a non-expandable wall, and should be considered in the bid proposal.
7. **Q. Will there be security required and can they store equipment on site?**
A. Security will not be required by the contractor. Yes, contractor equipment may be stored on site, and access will be granted to contractor.
8. **Q. How old is the existing building?**
A. 10 years old, installed in 2012.
9. **Q. Does the town have the permits/drawings of the existing building?**
A. Yes, included in Addendum 2.
10. **Q. Will the contractor be required to pull additional permits through SWFWMD?**
A. No
11. **Q. Does the town have the drawings and design for the foundation, structure, and installation?**
A. Yes, included in Addendum 2.
12. **Q. Are you wanting metal framing and foundation specs?**
A. This must be provided by the manufacturer.
13. **Q. Would there be concrete aprons in front of the bay doors?**
A. No

14. **Q. How many bay doors will there be?**
A. Four (4) roll up doors as mentioned in the RFP.
15. **Q. Will there be a sprinkler system installed?**
A. No
16. **Q. How soon is payment due and how many invoices can be submitted; can the payment amount be broken up?**
A. RFP Page 34, #58 and Work Summary, Part 2 -1.1B

58) PAYMENT:

The Contract Documents shall set forth the terms and condition(s) relating to the contract price, payment(s), timing of payment(s), progress payment(s), and final payment. The Contract Documents shall be negotiated, approved, and executed by the Town and Contractor no later than 30 calendar days following the date on which the Town awards the contract and/or project.

PART 2 – CONTRACT CLOSEOUT

1.1 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and work is complete in accordance with Contract Documents and ready for Town inspection.
- B. Submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.
17. **Q. Is the new wall at the east end of the building to be expandable for possible future additions? Please advise.**
A. The existing east end wall is non-expandable, and the new building should replicate the wall in the existing building. The existing east end wall is non-expandable and will require additional framing for the addition.

IMPORTANT MESSAGE:
PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE
BID COVER SHEET.

THE TOWN OF DUNDEE, FLORIDA



REQUEST FOR PROPOSAL FOR PUBLIC WORKS BUILDING EXTENSION 1500 RACE ROAD, DUNDEE, FL 33838

RFP NUMBER: 22-01

Responses are due by Friday, February 18, 2022 @ 12:00PM

ADDENDUM #2

Notification Date: 02/11/2022

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

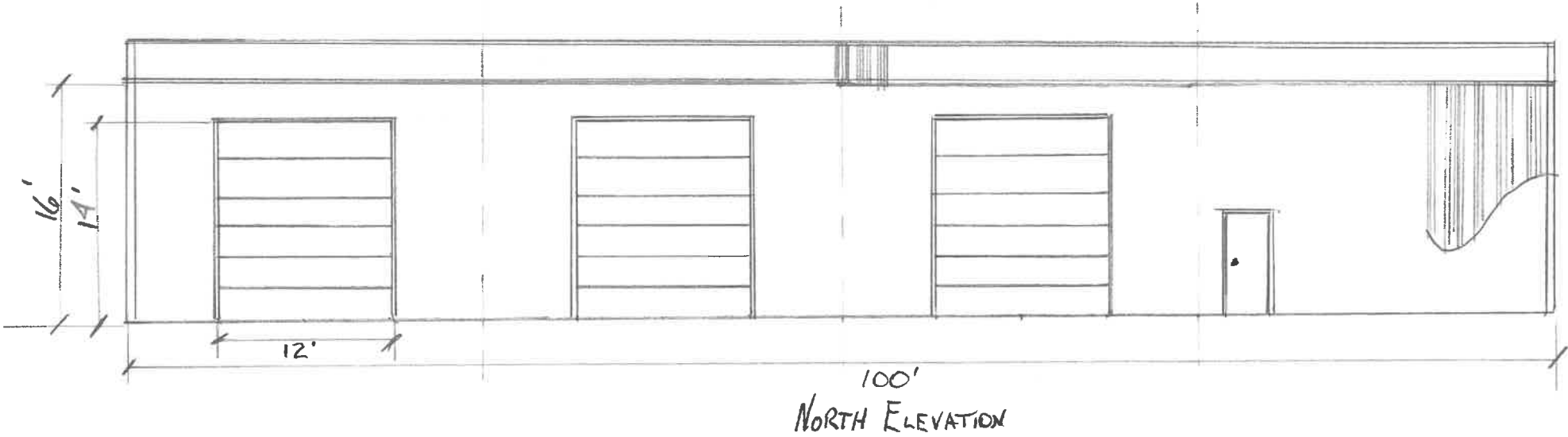
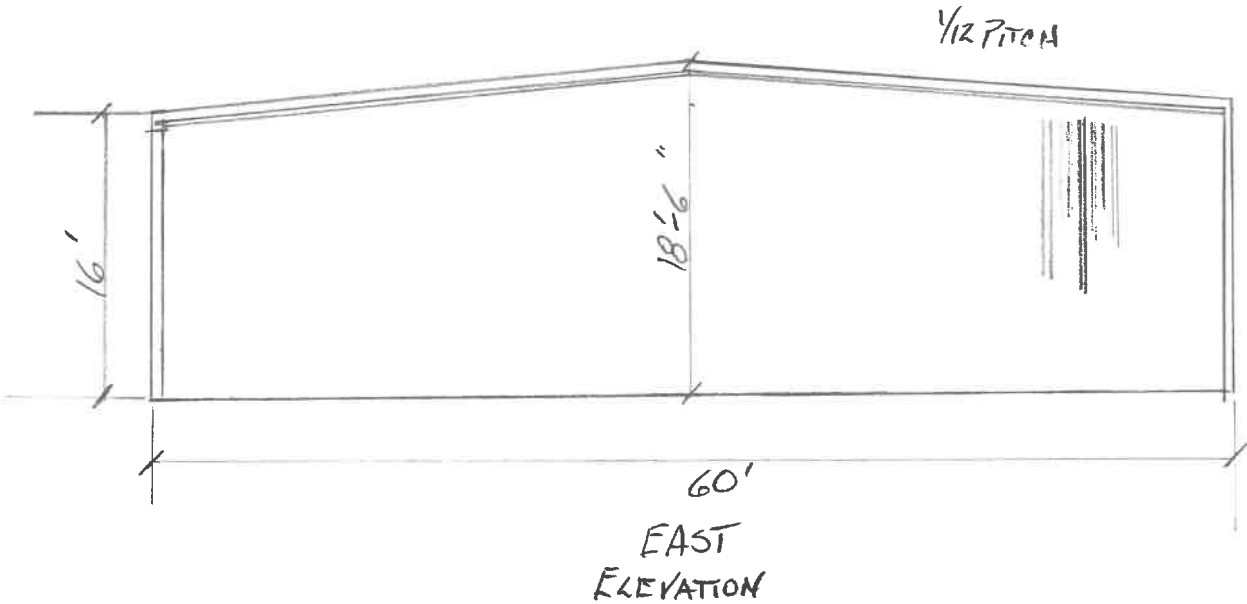
THE FOLLOWING EXISTING BUILDING PLANS HAVE BEEN INCLUDED TO
REFERENCE:

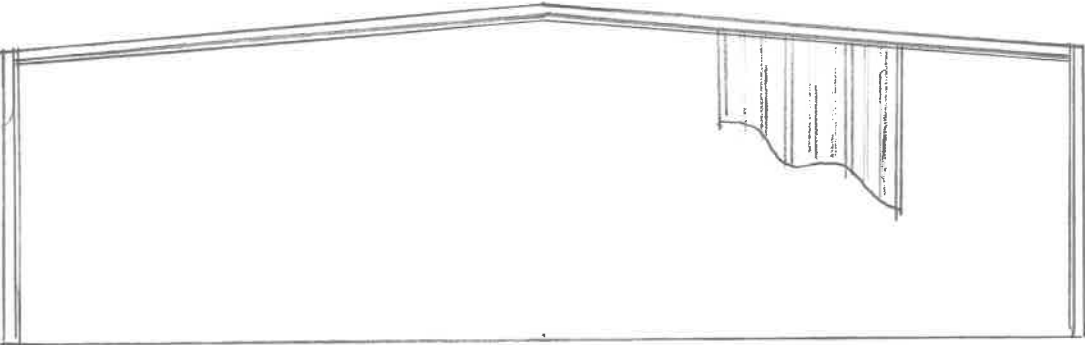
- Existing Public Works Barn Elevation Plans
- Existing Public Works Barn Metal Building Drawings
- Existing Public Works Barn Electrical Plans

**IMPORTANT MESSAGE:
PLEASE ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM ON THE BID COVER SHEET.**

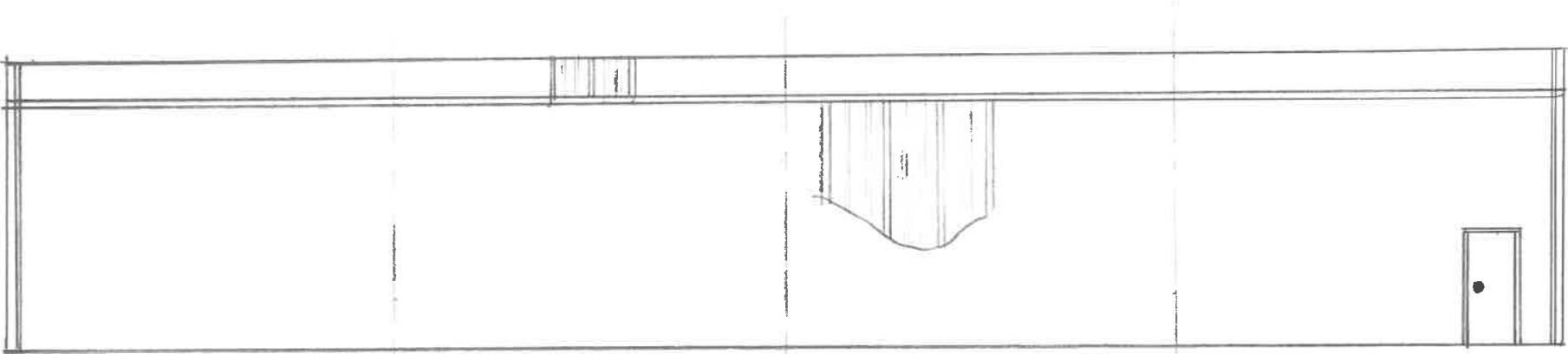
RFP 22-01 PUBLIC WORKS BARN EXTENSION
ADDENDUM 2

EXISTING BUILDING ELEVATIONS





WEST
ELEVATION



SOUTH
ELEVATION

3/32=1'



WS4

SHEET NO:

09-21-11

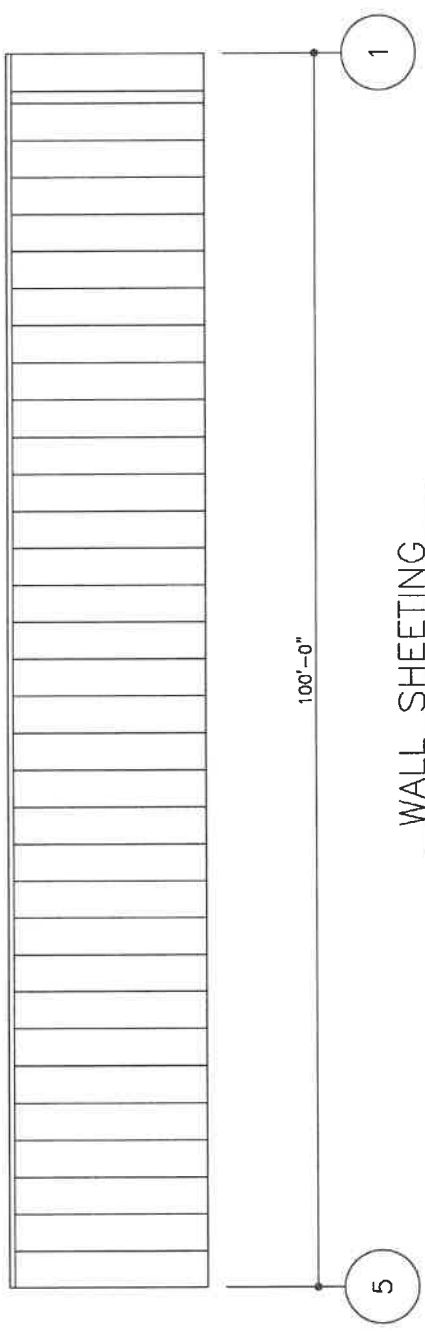
QUOTE NUMBER:

PROJECT NAME:
DUNDEE UTILITIES BUILDING
DUNDEE, FL

CUSTOMER:
CERTIFIED INDUSTRIAL MAINTENANCE
MULBERRY, FL

NUCOR BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WINTERCO, IN 47393
PHONE: (760) 637-7991 FAX: (760) 637-7394
PO BOX 1000, 300 WESTINGHOE RD, SHARPSVILLE, SC 29160
PHONE: (803) 598-3109 FAX: (803) 544-6417
800 APACHE TRAIL, TERRELL, TX 75160
PHONE: (877) 834-5407 FAX: (877) 834-6417
1000 WINTER LAKE, GROUND CITY, UT 84032
PHONE: (435) 918-3100 FAX: (435) 918-3101

3/6/2012 2:10:14 PM
EXHIBIT "A" PWT
to Construction Agreement
DO NOT USE FOR
FINAL CONSTRUCTION



WALL SHEETING
PANELS: 26 GA. CLASSIC WALL - COLOR: UNDEFINED



FX

SHEET NO.

09-21-11

QUOTE NUMBER

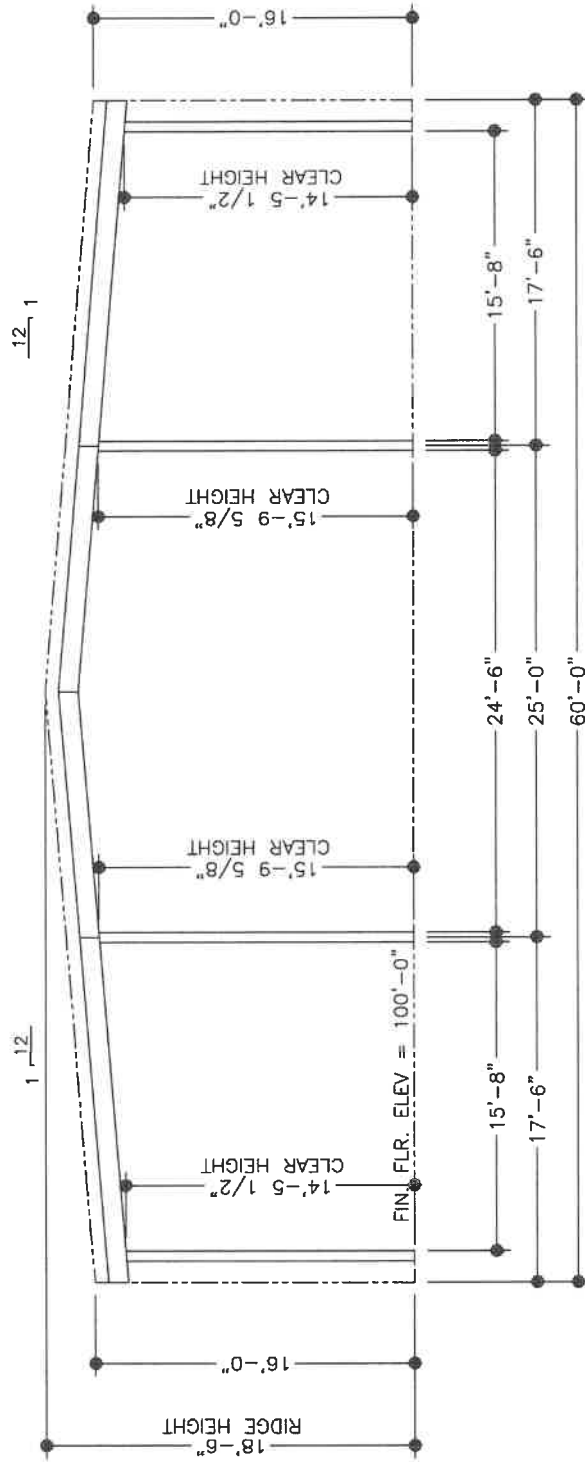
CUSTOMER
DUNDEE UTILITIES BUILDING
DUNDEE, FL

CERTIFIED INDUSTRIAL MAINTENANCE

PROJECT NAME

NUCOR BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WINTERBURY, IN 46783
PHONE: (219) 837-7384 FAX: (219) 837-7384
PO BOX 1008, 300 WINTERBURY RD, INDIANAPOLIS, IN 46206
PHONE: (317) 554-5407 FAX: (317) 554-5417
800 AMERICA TODAY, TERRELL, TX 75780
PHONE: (817) 554-5407 FAX: (817) 554-5417
1050 WATER LANE, BIRMINGHAM CITY, UT 84302
PHONE: (435) 919-3100 FAX: (435) 919-3101

BERT EZ FRAME CROSS SECTIONS
DO NOT USE FOR
FINAL CONSTRUCTION
3/6/2012 2:10:14 PM
EXHIBIT "A"



FRAME @ LINE(S) 1

BUILDING: DUNDEE-UTILITIES-BLDG

*ALL CLEAR DIMENSIONS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.

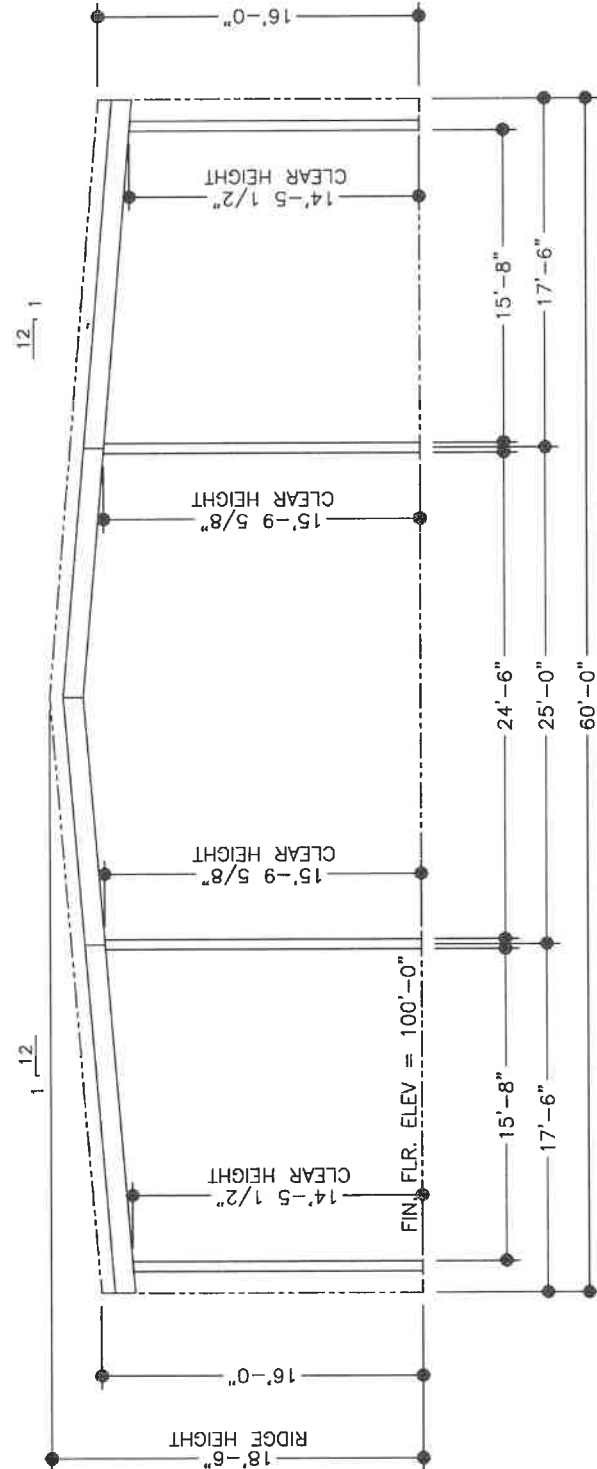
EXHIBIT "A" 3/6/2012 2:10:14 PM
to Construction Agreement
FINAL CONSTRUCTION
DO NOT USE FOR
BERT EZ FRAME CROSS SECTIONS

NUCOR BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, MATTHEWS, IN 46040
PHONE: (219) 337-7391 FAX: (219) 337-7394
PO BOX 1006, 300 INDUSTRIAL RD, SHARON, IN 46780
PHONE: (219) 337-7391 FAX: (219) 337-7394
600 AVONCE TRAIL, TERRELL, TX 75760
PHONE: (817) 524-9477 FAX: (817) 524-9477
1500 WATSON LANE, GROWLAND CITY, UT 84632
PHONE: (435) 918-3100 FAX: (435) 918-3101

NUCOR
DUNDEE UTILITIES BUILDING
DUNDEE, FL
CUSTOMER:
CERTIFIED INDUSTRIAL MAINTENANCE
MULBERRY, FL

PROJECT NAME:
DUNDEE UTILITIES BUILDING
QUOTE NUMBER:
09-21-11
SHEET NO.:

FX



FRAME @ LINE(S) 5

BUILDING: DUNDEE-UTILITIES-BLDG
*ALL CLEAR DIMENSIONS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.



RS1

SHEET NO.

09-21-11

DATE

DUNDEE UTILITIES BUILDING
DUNDEE, FL
CUSTOMER

CERTIFIED INDUSTRIAL MAINTENANCE
MULBERRY, FL

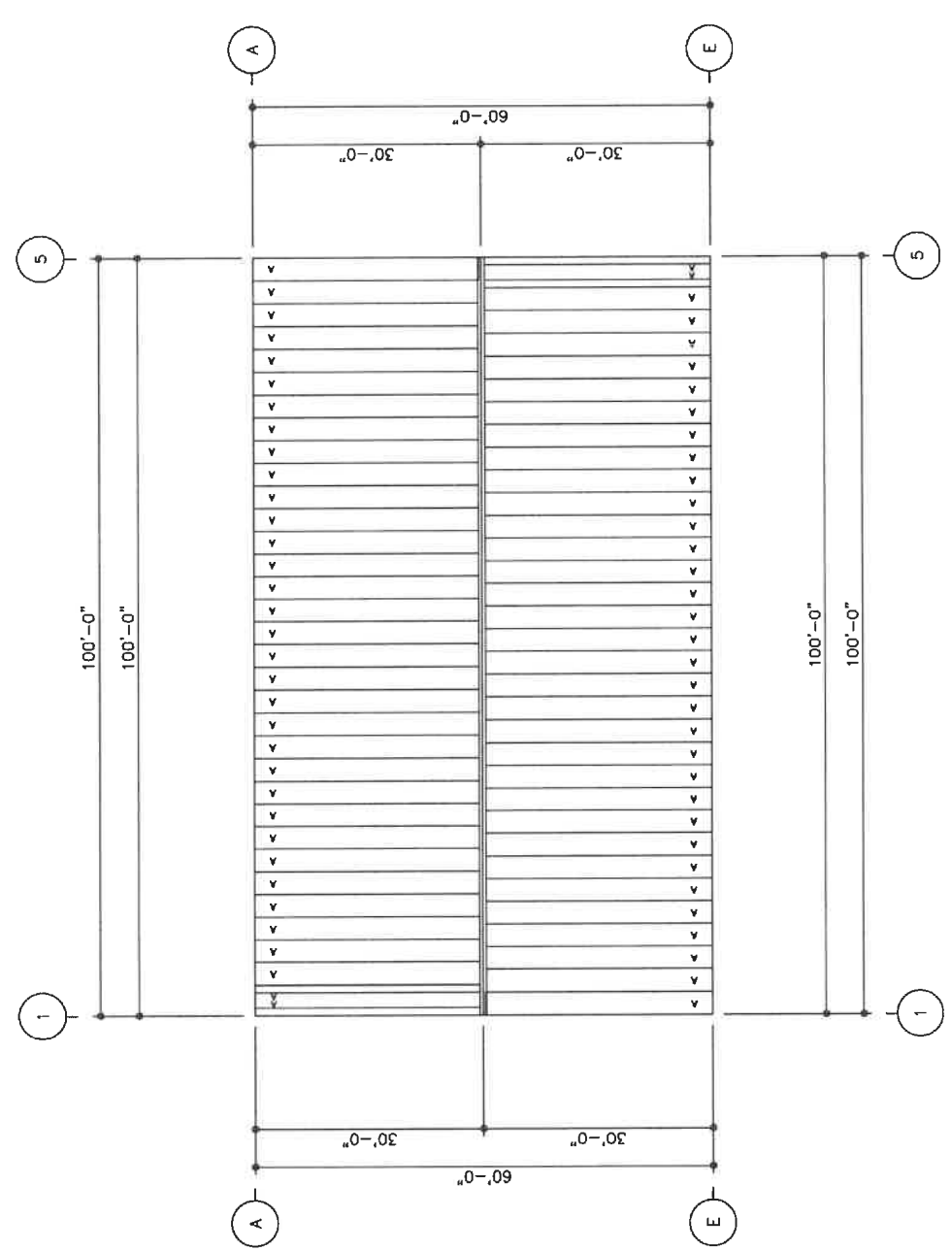
NUCOR
BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WINTERBURY, IN 46783
PHONE: (219) 452-7894 FAX: (219) 452-7794
PO BOX 1004, 300 WESTSTONE RD, SHARPSVILLE, IN 46783
PHONE: (219) 569-2100 FAX: (219) 569-2121

3/6/2012 2:10:14 PM
EXHIBIT 1
to Construction Agreement
DO NOT USE FOR
FINAL CONSTRUCTION

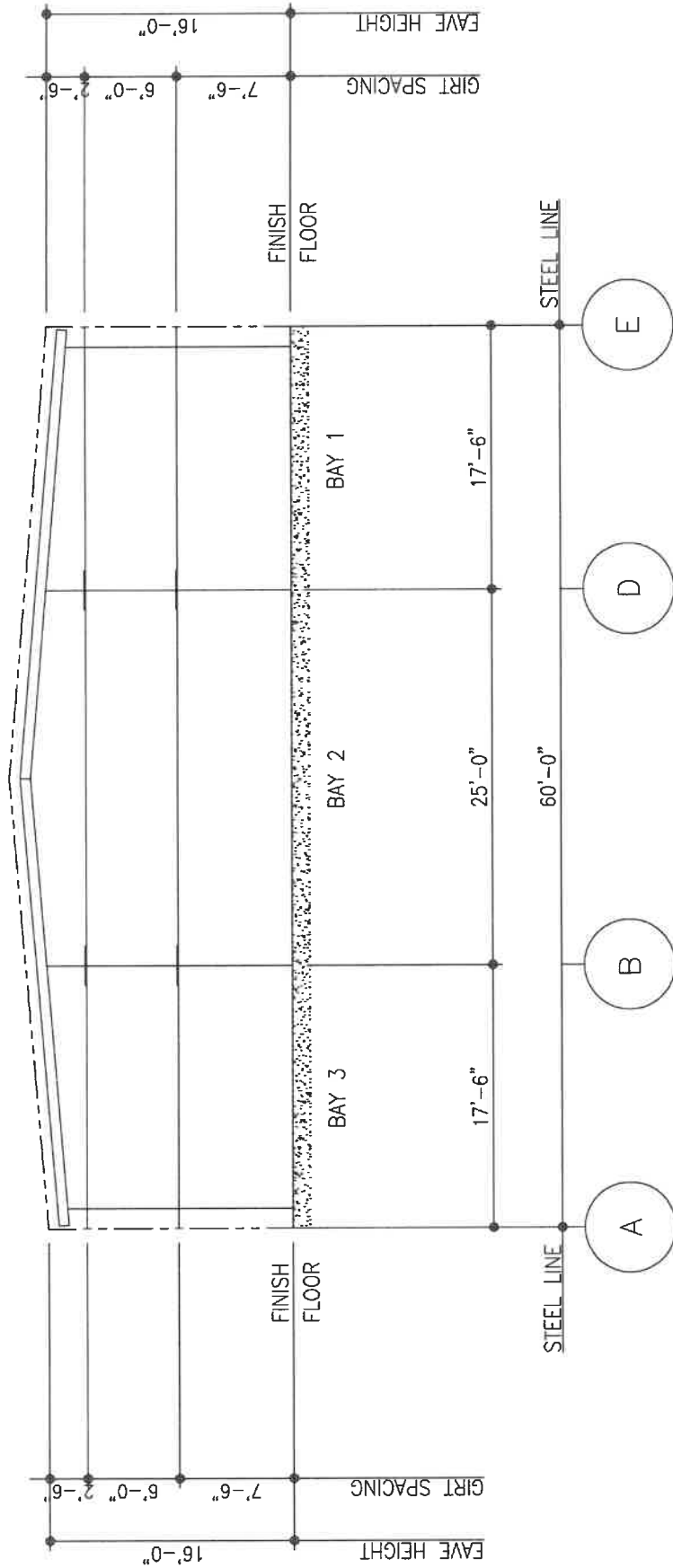
BERT EZ ROOF SHEETING PLAN

ROOF PANEL SCHEDULE

ID	QTY	WIDTH	LENGTH
A	68	3'-0"	29'-8"



ROOF SHEETING PLAN
PANELS: 26 GA. CLASSIC - GALVALUME
DO NOT ATTACH CLIPS TO PURIN STRUTS



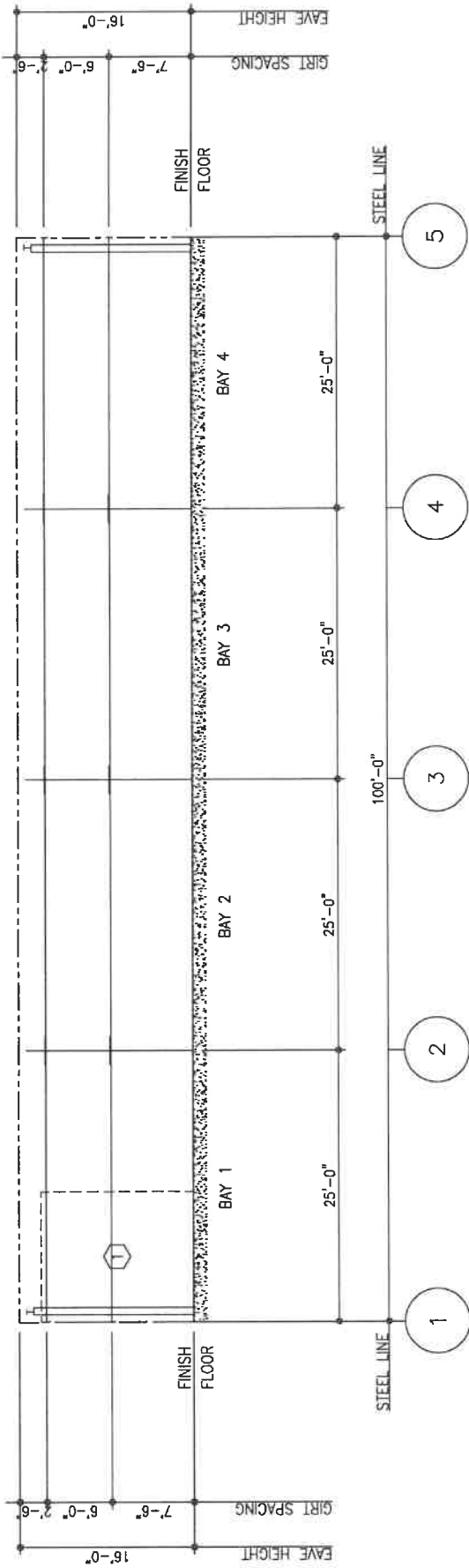
**ALL GIRTS SPACINGS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
 UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.

3/6/2012 2:10:14 PM
EXHIBIT "A" to Construction Agreement
DO NOT USE FOR
FINAL CONSTRUCTION
BERT EZ STRUCTURAL ELEVATIONS

NUCOR BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WATKINS, MI 48793
PHONE: (517) 437-7284 FAX: (517) 437-7284
PO BOX 1000, 300 WESTSTONE RD., SHELBY, NC 28150
PHONE: (704) 509-2100 FAX: (704) 509-2121
800 APACHE TRAIL, TERRELL, TX 75760
PHONE: (817) 594-6407 FAX: (817) 594-6417
1000 WATER LANE, IRVING, TX 75039
PHONE: (409) 919-3100 FAX: (409) 919-3101

NUCOR
DUNDEE UTILITIES BUILDING
DUNDEE, FL
CUSTOMER: CERTIFIED INDUSTRIAL MAINTENANCE
MULBERRY, FL
PROJECT NAME: DUNDEE UTILITIES BUILDING
QUOTE NUMBER: 09-21-11

SHEET NO: ST2



SIDEWALL ELEVATION AT LINE E FOR BUILDING 1
**ALL GIRTS SPACINGS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.

FRAMED OPENING SCHEDULE					
J#	J#	SIZE		OPENING INFO	
		WIDE	HEIGHT	LOCATED	TYPES
1	3	12'-0"	14'-0"	FIELD	ROLL UP



ST-4

SHEET NO.

09-21-11

QUOTE NUMBER

DUNDEE, FL

CUSTOMER

DUNDEE UTILITIES BUILDING

PRODUCT NAME

CERTIFIED INDUSTRIAL MAINTENANCE

MILBERRY, FL

PHONE: (407) 894-5407 FAX: (407) 894-5417

1000 WATERWAY LANE, BIRMINGHAM CITY, AL 35202

PHONE: (800) 548-2100 FAX: (800) 548-2121

PO BOX 1008, 200 WESTSTONE RD, SUMMER, SC 29166

PHONE: (803) 837-7391 FAX: (803) 837-7394

240 INDUSTRIAL PARKWAY, WINTERGARDEN, FL 32789

PHONE: (888) 548-2100 FAX: (888) 548-2121

PHONE: (407) 894-5407 FAX: (407) 894-5417

1000 WATERWAY LANE, BIRMINGHAM CITY, AL 35202

PHONE: (800) 548-2100 FAX: (800) 548-2121

PO BOX 1008, 200 WESTSTONE RD, SUMMER, SC 29166

PHONE: (803) 837-7391 FAX: (803) 837-7394

240 INDUSTRIAL PARKWAY, WINTERGARDEN, FL 32789

PHONE: (888) 548-2100 FAX: (888) 548-2121

PHONE: (407) 894-5407 FAX: (407) 894-5417

1000 WATERWAY LANE, BIRMINGHAM CITY, AL 35202

PHONE: (800) 548-2100 FAX: (800) 548-2121

PO BOX 1008, 200 WESTSTONE RD, SUMMER, SC 29166

PHONE: (803) 837-7391 FAX: (803) 837-7394

240 INDUSTRIAL PARKWAY, WINTERGARDEN, FL 32789

PHONE: (888) 548-2100 FAX: (888) 548-2121

PHONE: (407) 894-5407 FAX: (407) 894-5417

1000 WATERWAY LANE, BIRMINGHAM CITY, AL 35202

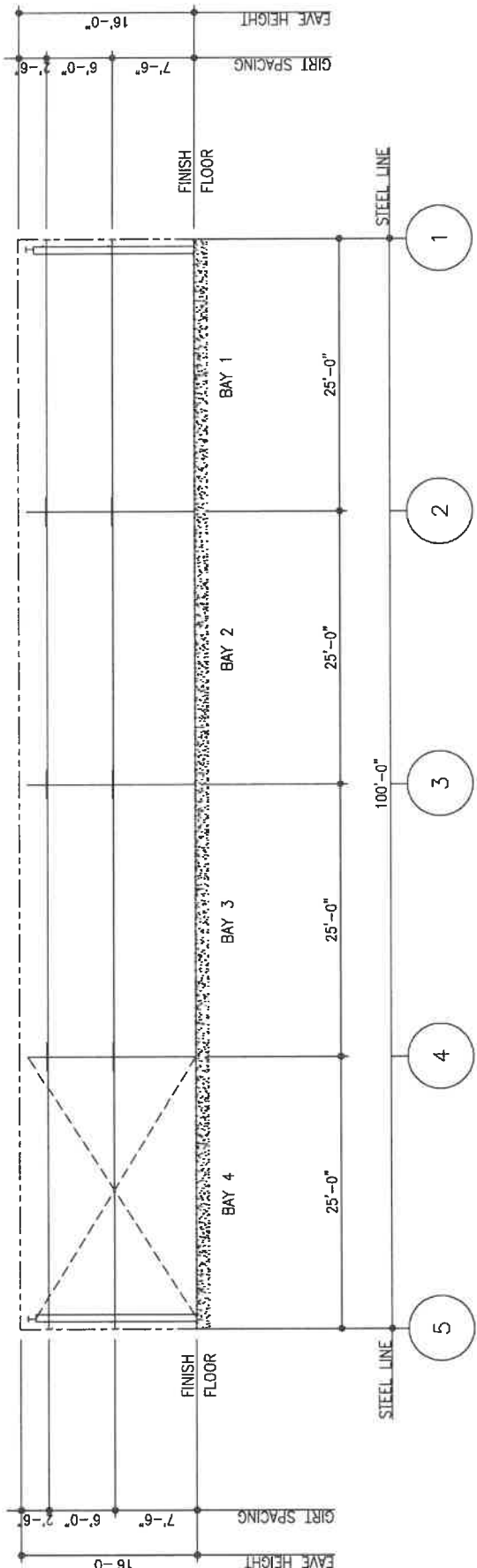
PHONE: (800) 548-2100 FAX: (800) 548-2121

PO BOX 1008, 200 WESTSTONE RD, SUMMER, SC 29166

PHONE: (803) 837-7391 FAX: (803) 837-7394

240 INDUSTRIAL PARKWAY, WINTERGARDEN, FL 32789

DO NOT USE FOR
FINAL CONSTRUCTION
3/6/2012 2:10:14 PM
EXHIBIT "A"



SIDEWALL ELEVATION AT LINE A FOR BUILDING 1
**ALL GIRTS SPACINGS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.



ST3

09-21-11

QUOTE NUMBER

CUSTOMER

CERTIFIED INDUSTRIAL MAINTENANCE

MULBERRY, FL

DUNDEE UTILITIES BUILDING

DUNDEE, FL

PROJECT NAME

NUCOR

BUILDING SYSTEMS GROUP

300 INDUSTRIAL PARKWAY, WINTERLOO, IN 46783

PHONE (219) 457-7291 FAX (219) 457-7294

PO BOX 1004, 200 WILKINSON RD, SPARSBURG, MD 21150

PHONE (410) 566-8100 FAX (410) 566-8131

800 AVONCH TRAIL, DORSET, TX 79100

PHONE (817) 587-6467 FAX (817) 587-6473

1500 WILSON LANE, BROWNSVILLE, TX 77802

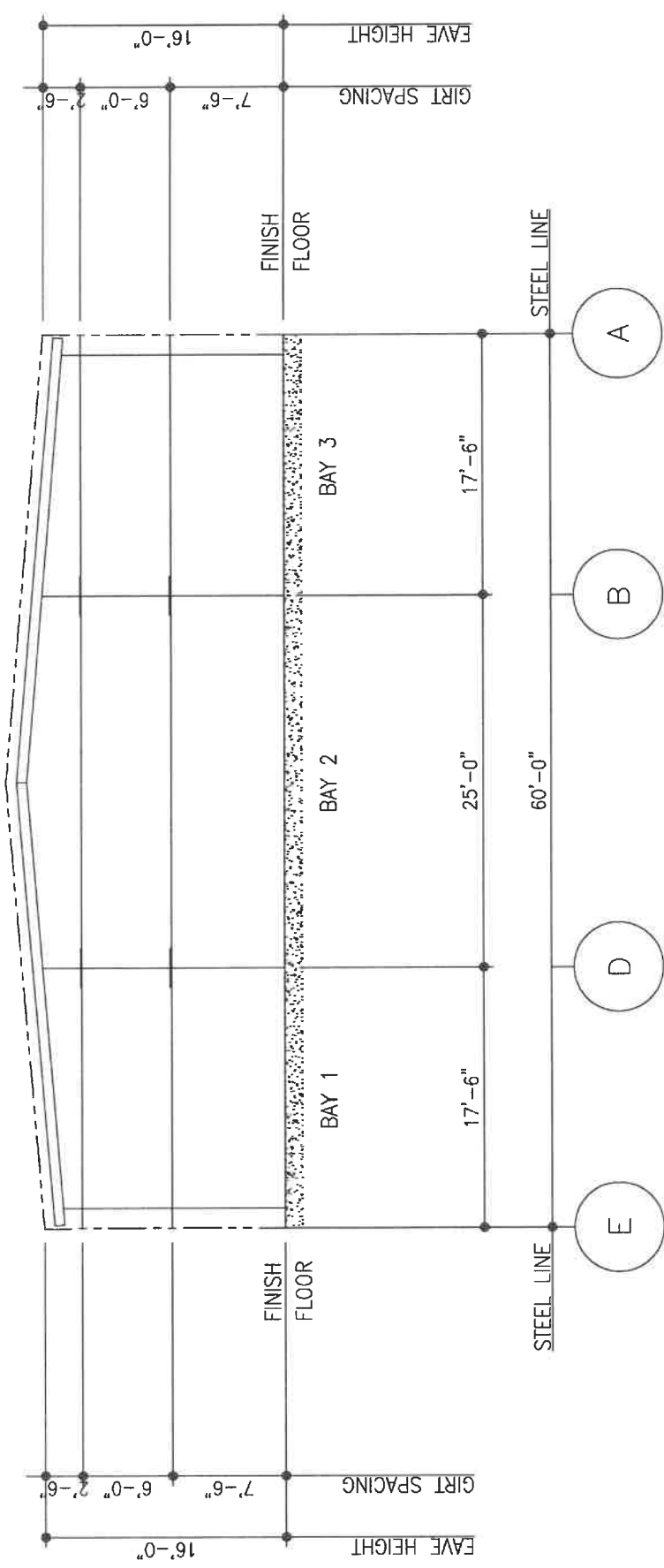
PHONE (409) 819-3100 FAX (409) 819-3101

DO NOT USE FOR

FINAL CONSTRUCTION

to Construction Agreement

EXHIBIT "A" PWA 2/10:14



ENDWALL ELEVATION AT LINE 5 FOR BUILDING 1

**ALL GIRTS SPACINGS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN, UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.



WS1

09-21-11

QUOTE NUMBER

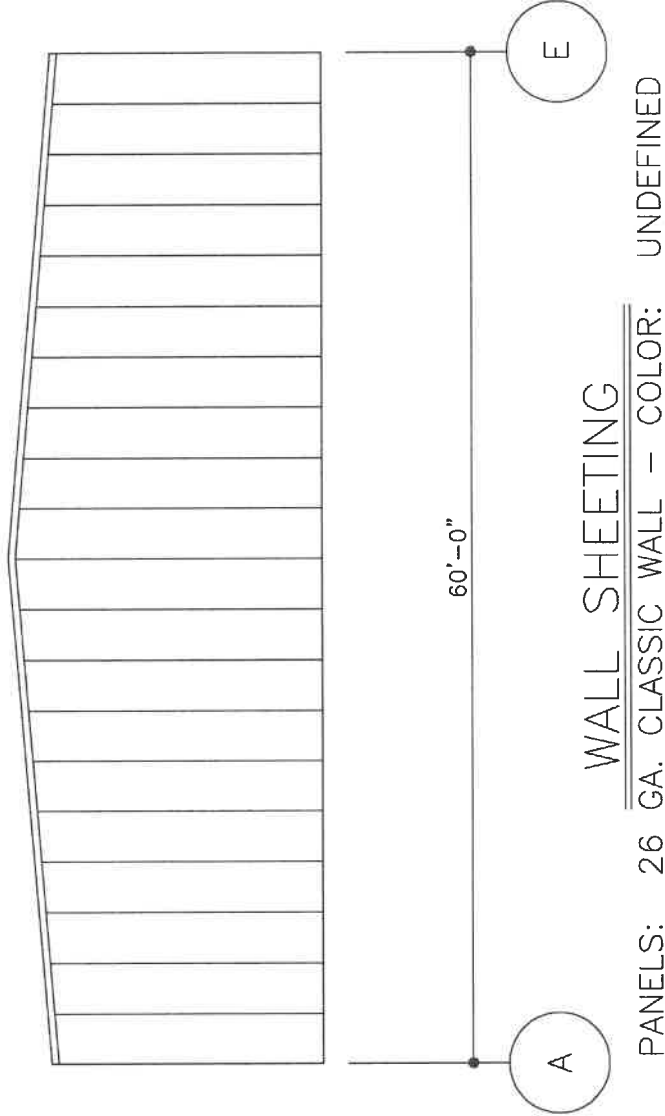
CUSTOMER
DUNDEE, FL

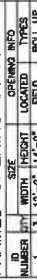
CERTIFIED INDUSTRIAL MAINTENANCE

PROJECT NAME
DUNDEE UTILITIES BUILDING

NUCOR BUILDING SYSTEMS GROUP
PHONE: (800) 837-7364 FAX: (318) 837-7364
205 INDUSTRIAL PARKWAY, WATKINS, LA 70791
PO BOX 1008, 500 WESTSIDE RD, SWANSEA, SC 29160
PHONE: (803) 848-2100 FAX: (803) 848-2121
600 WYNCHIE TRAIL, TOMBALL, TX 77550
PHONE: (281) 324-3407 FAX: (281) 324-3417
1000 WATKINS LANE, BROWNSVILLE, TX 77802
PHONE: (409) 819-3100 FAX: (409) 819-3101

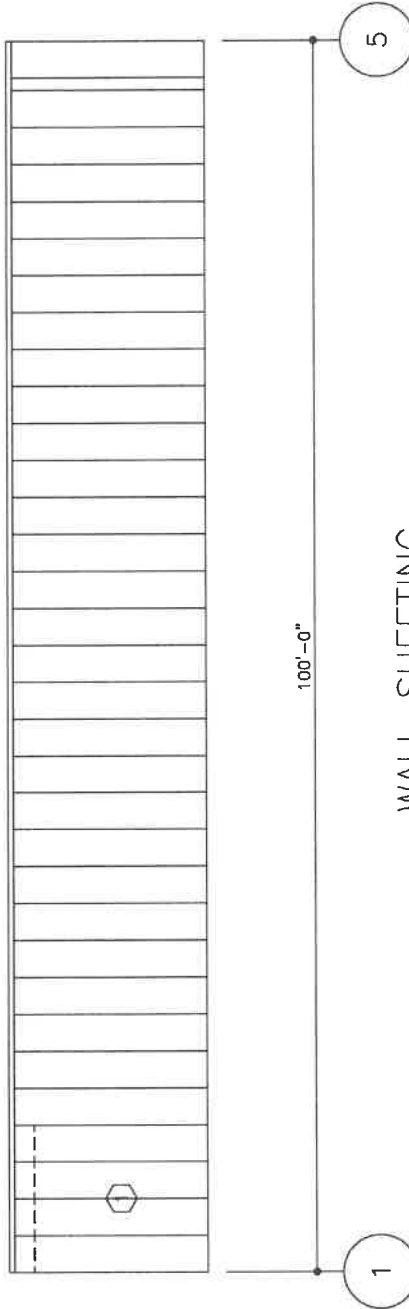
EXHIBIT "A" to Construction Agreement
3/6/2012 2:10:14 PM
DO NOT USE FOR
FINAL CONSTRUCTION





FRAMED OPENING SCHEDULE						
ID NUMBER	QTY	SIZE		OPENING INFO		
		WIDTH	HEIGHT	LOCATED	TYPES	
1	1	4'-0"	6'-2"			BOUL UP
						ETIO

PANELS: 26 GA. CLASSIC WALL - COLOR: UNDEFINED



PROJECT NAME:	DUNDUEE UTILITIES BUILDING
DUNDUEE, FL	
CUSTOMER:	
CERTIFIED INDUSTRIAL MAINTENANCE	
MILBERRY, FL	

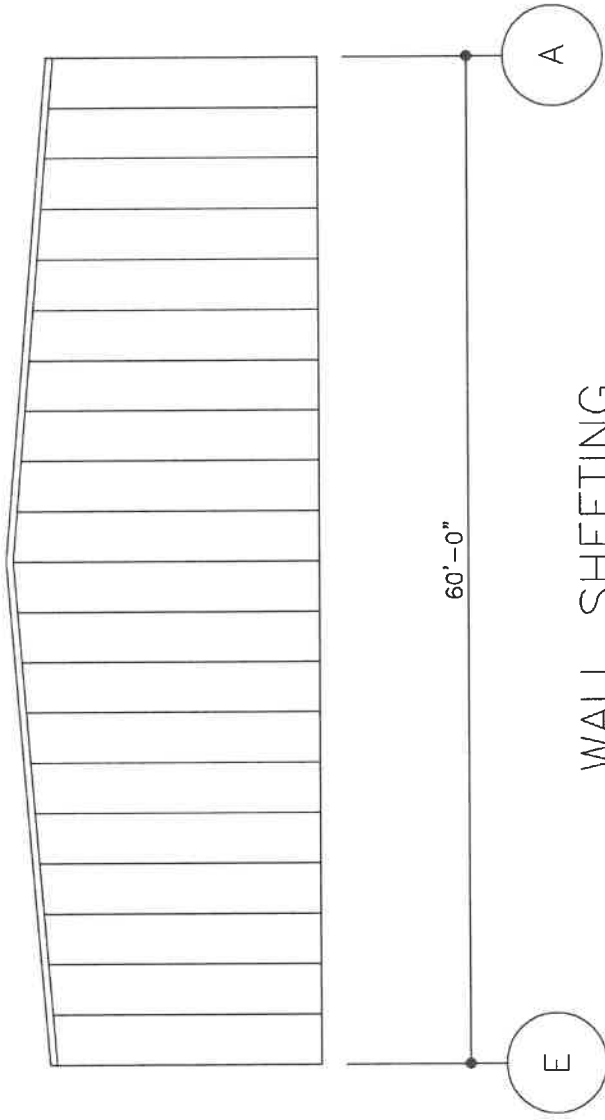
09-21-11

SET NO:

WS2

BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WATFORD, WY. W47 8JG
PHONE: (246) 857-7881 FAX: (246) 857-7544
PO BOX 1008, WATFORD RD, SHARPSBURG, SC 29580
PHONE: (803) 548-2100 FAX: (803) 548-2121
600 APACHE TRAIL, TERRELL, TX 75150
PHONE: (972) 544-5407 FAX: (972) 524-5417
1000 WATERWAY LANE, HIGHLAND CITY, UT 84302
PHONE: (435) 918-3100 FAX: (435) 918-3101

EXHIBIT "A" PM 2:10:14 3/6/2012
to Construction Agreement
DO NOT USE FOR
FINAL CONSTRUCTION
ERT EZ WALL SHEETING ELEVATIONS



WALL SHEETING
 PANELS: 26 GA. CLASSIC WALL - COLOR: UNDEFINED

DO NOT USE FOR
FINAL CONSTRUCTION

BERT EZ ANCHOR BOLT PLAN

NUCOR BUILDING SYSTEMS GROUP
200 INDUSTRIAL PARKWAY, MATTHEWS, NC 28105
PHONE: (704) 837-7200 FAX: (704) 837-7204
PO BOX 1004, 200 WESTMORE RD, SANDEE, NC 28130
PHONE: (704) 838-3100 FAX: (704) 838-3101
1000 WATERWAY BLVD, BIRMINGHAM CITY, UT 84322
PHONE: (435) 819-3100 FAX: (435) 819-3101

NUCOR BUILDING SYSTEMS GROUP
200 INDUSTRIAL PARKWAY, MATTHEWS, NC 28105
PHONE: (704) 837-7200 FAX: (704) 837-7204
PO BOX 1004, 200 WESTMORE RD, SANDEE, NC 28130
PHONE: (704) 838-3100 FAX: (704) 838-3101
1000 WATERWAY BLVD, BIRMINGHAM CITY, UT 84322
PHONE: (435) 819-3100 FAX: (435) 819-3101

PROJECT NAME:
DUNDEE UTILITIES BUILDING

DATE: 09-21-11

QUOTE NUMBER:
AB1

SHEET NO.:



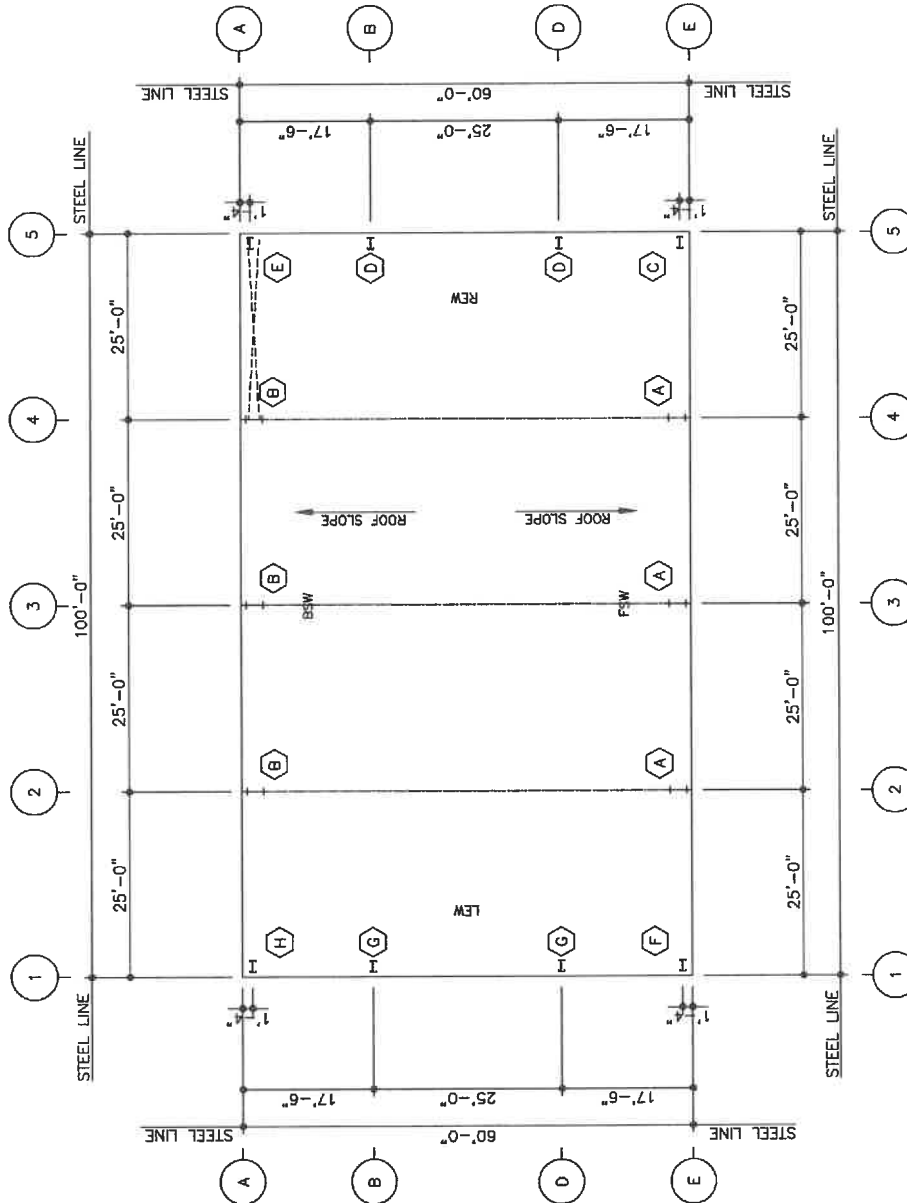
ANCHOR BOLT PLAN

- GENERAL NOTES:**
1. THE SPECIFIED ANCHOR ROD DIAMETER ASSUMES F1554 GRADE 36 UNLESS NOTED OTHERWISE. ANCHOR ROD STRENGTH REQUIREMENTS SET FORTH ON THESE DRAWINGS MAY BE UTILIZED AT THE DISCRETION OF THE FOUNDATION DESIGN ENGINEER. ANCHOR ROD EMBEDMENT LENGTHS SHALL BE DETERMINED BY THE FOUNDATION DESIGN ENGINEER.
 2. NUCOR BUILDING SYSTEMS IS NOT RESPONSIBLE FOR THE PROJECT FOUNDATION DESIGN. THE FOUNDATION DESIGN IS THE RESPONSIBILITY OF A REGISTERED PROFESSIONAL ENGINEER, FAMILIAR WITH LOCAL SITE CONDITIONS.
 3. ALL ANCHOR RODS, FLAT WASHERS FOR ANCHOR RODS, EXPANSION BOLTS, AS WELL AS ALL CONCRETE/MASONRY EMBED PLATES ARE NOT BY NUCOR BUILDING SYSTEMS. THIS DRAWING IS NOT TO SCALE.
 4. FINISHED FLOOR ELEVATION = 100'-0" UNLESS NOTED OTHERWISE.
 5. "SINGLE" GEE COLLUMNS SHALL BE ORIENTED WITH THE ANCHOR BOLTS TOWARD THE LOW GAGE UNLESS NOTED OTHERWISE.

- CROSS BRACING
BOTTOM OF BASEPLATE
ELEV. = 100'-0"
AT FINISHED FLOOR

ANCHOR BOLT SCHEDULE			
QUANTITY	SIZE	PROJECTION	
56	3/4"	3" FROM BOTTOM OF BASE PLATE	
0	1"	3" FROM BOTTOM OF BASE PLATE	
0	1 1/4"	3" FROM BOTTOM OF BASE PLATE	

THE ANCHOR BOLT SETTINGS SHOWN ON THESE DRAWINGS NOT ONLY INDICATE WHERE THE ANCHOR BOLTS ARE TO BE PLACED, BUT ALSO INDICATE THE BOLT PATTERNS TO BE FOLLOWED. IT IS ESSENTIAL THAT THESE BOLT PATTERNS BE FOLLOWED. IN THE EVENT THAT THE ANCHOR BOLT SETTINGS DIFFER FROM THE ARCHITECTURAL FOUNDATION PLANS, NUCOR MUST BE CONTACTED IMMEDIATELY, BEFORE CONCRETE IS PLACED.





FX

SHEET NO.

09-21-11

QUOTE NUMBER

DUNDEE, FL

CUSTOMER

CERTIFIED INDUSTRIAL MAINTENANCE

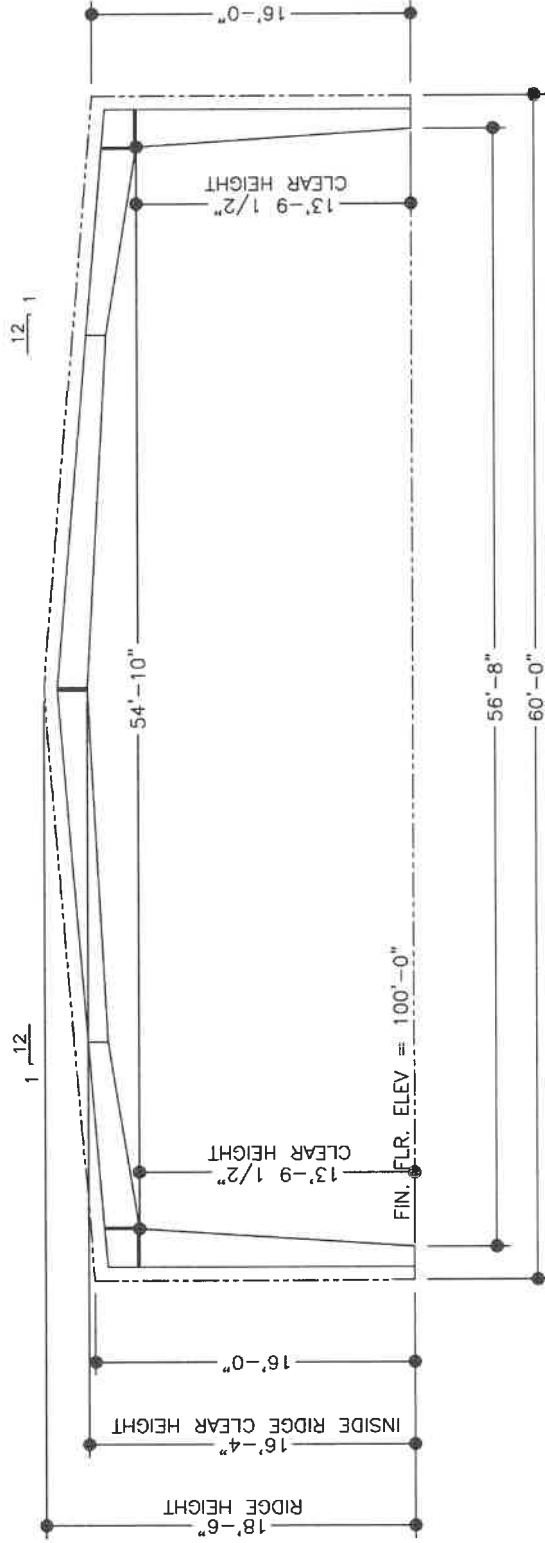
DUNDEE UTILITIES BUILDING

NUCOR

BUILDING SYSTEMS GROUP

500 INDUSTRIAL PARKWAY, WAREHOUSING, IN 46053
PHONE: (317) 837-7881 FAX: (317) 837-7384
PO BOX 1004, 300 WESTSTONE RD, SHARPSVILLE, IN 46380
PHONE: (317) 837-7881 FAX: (317) 837-7384
600 APACHE TRAIL, TOMBALL, TX 77316
PHONE: (281) 594-5402 FAX: (281) 594-5417
1000 WATERWAY LANE, GRIFFIN, GA 30202
PHONE: (404) 819-3100 FAX: (404) 819-3101

BERT EZ FRAME CROSS SECTIONS
DO NOT USE FOR
FINAL CONSTRUCTION
3/6/2012 2:10:14 PM
EXHIBIT "A" to Construction Agreement



FRAME @ LINE(S) 2-4

BUILDING: DUNDEE-UTILITIES-BLOG

*ALL CLEAR DIMENSIONS ARE SUBJECT TO CHANGE AT TIME OF FINAL DESIGN,
UNLESS NOTED OTHERWISE IN THE SPECIAL USER NOTES SECTION.



RF1

SHEET NO.

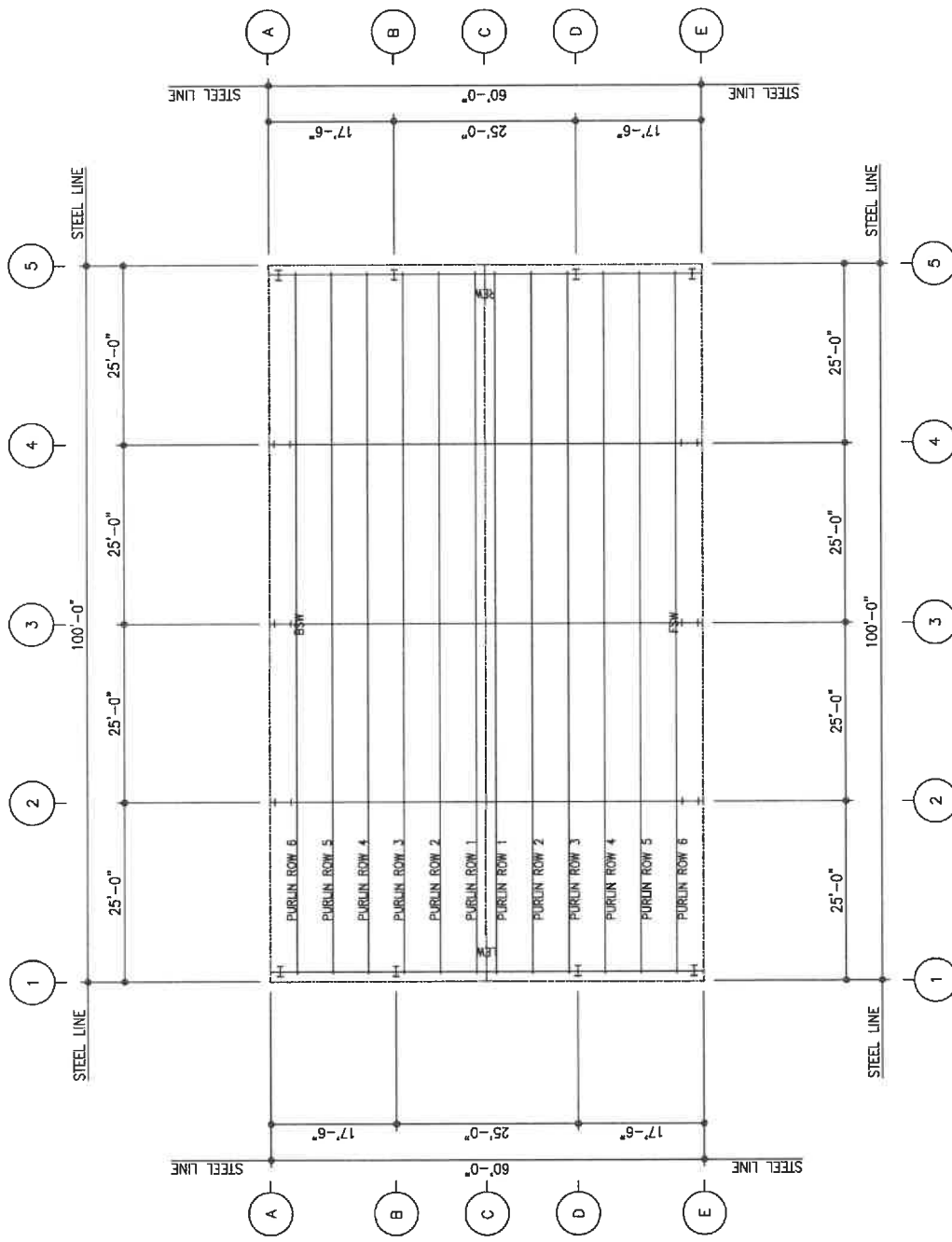
09-21-11

QUOTE NUMBER

DUNDEE UTILITIES BUILDING
DUNDEE, FL
CUSTOMER
CERTIFIED INDUSTRIAL MAINTENANCE
MILBERRY, FL

NUCOR BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WATERLOO, IN 46784
PHONE: (317) 837-7291 FAX: (317) 837-7284
PO BOX 1000, 200 WESTSTONE RD, SUMMIT, SC 29160
PHONE: (803) 888-2100 FAX: (803) 888-2121
800 WYCHIE TRAIL, TERRELL, TX 75760
PHONE: (972) 584-5402 FAX: (972) 584-5417
1000 WATSON LANE, BROWNSVILLE, TX 77802
PHONE: (409) 819-3100 FAX: (409) 819-3101

BERT EZ ROOF FRAMING PLAN
DO NOT USE FOR
FINAL CONSTRUCTION
3/6/2012 2:10:14 PM
EXHIBIT "A" to Construction Agreement



DUNDEE UTILITIES BLDG ROOF FRAMING PLAN

PURLIN SCHEDULE		
ROW	DISTANCE FROM RIDGE	ROW/DISTANCE FROM RIDGE
1	1'-4"	1 1'-4"
2	6'-4"	2 6'-4"
3	11'-4"	3 11'-4"
4	16'-4"	4 16'-4"
5	21'-4"	5 21'-4"
6	26'-4"	6 26'-4"

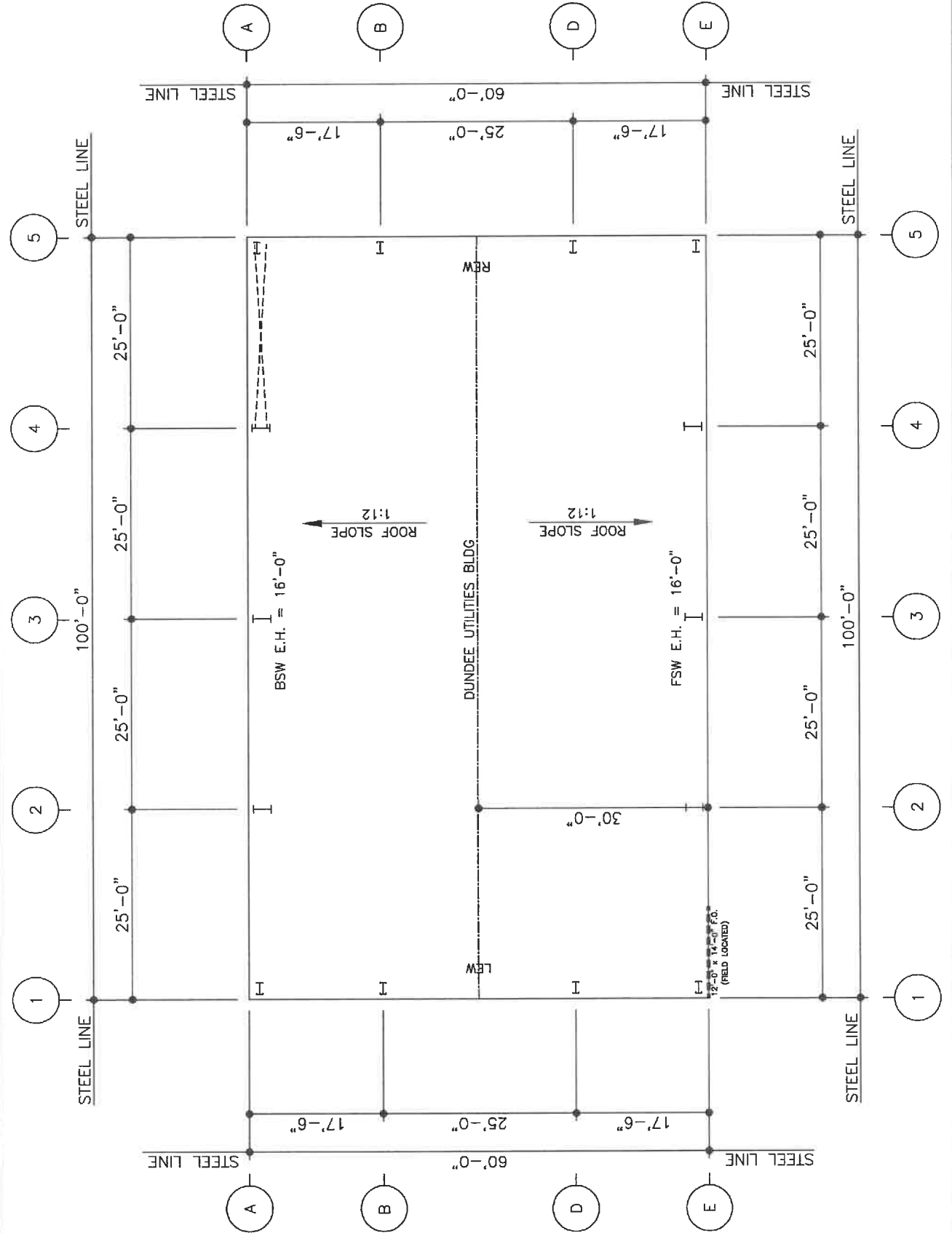
DO NOT USE FOR
FINAL CONSTRUCTION
BERT EZ FLOOR PLAN

NUCOR BUILDING SYSTEMS GROUP
300 INDUSTRIAL PARKWAY, WHITEHALL, PA 15885
PHONE: (814) 837-7281 FAX: (814) 837-7284
PO BOX 1006, 300 WESTON RD., SHARPSVILLE, SC 29585
PHONE: (803) 669-2100 FAX: (803) 669-2121
800 PACIFIC TRAIL, TOMBALL, TX 77550
PHONE: (281) 824-5407 FAX: (281) 824-5417
1000 WATKINS LANE, BIRMINGHAM CITY, UT 84302
PHONE: (435) 919-3100 FAX: (435) 919-3101

NUCOR
DUNDEE UTILITIES BUILDING
DUNDEE, FL
CUSTOMER: DUNDEE UTILITIES BUILDING
CERTIFIED INDUSTRIAL MAINTENANCE
MULBERRY, FL

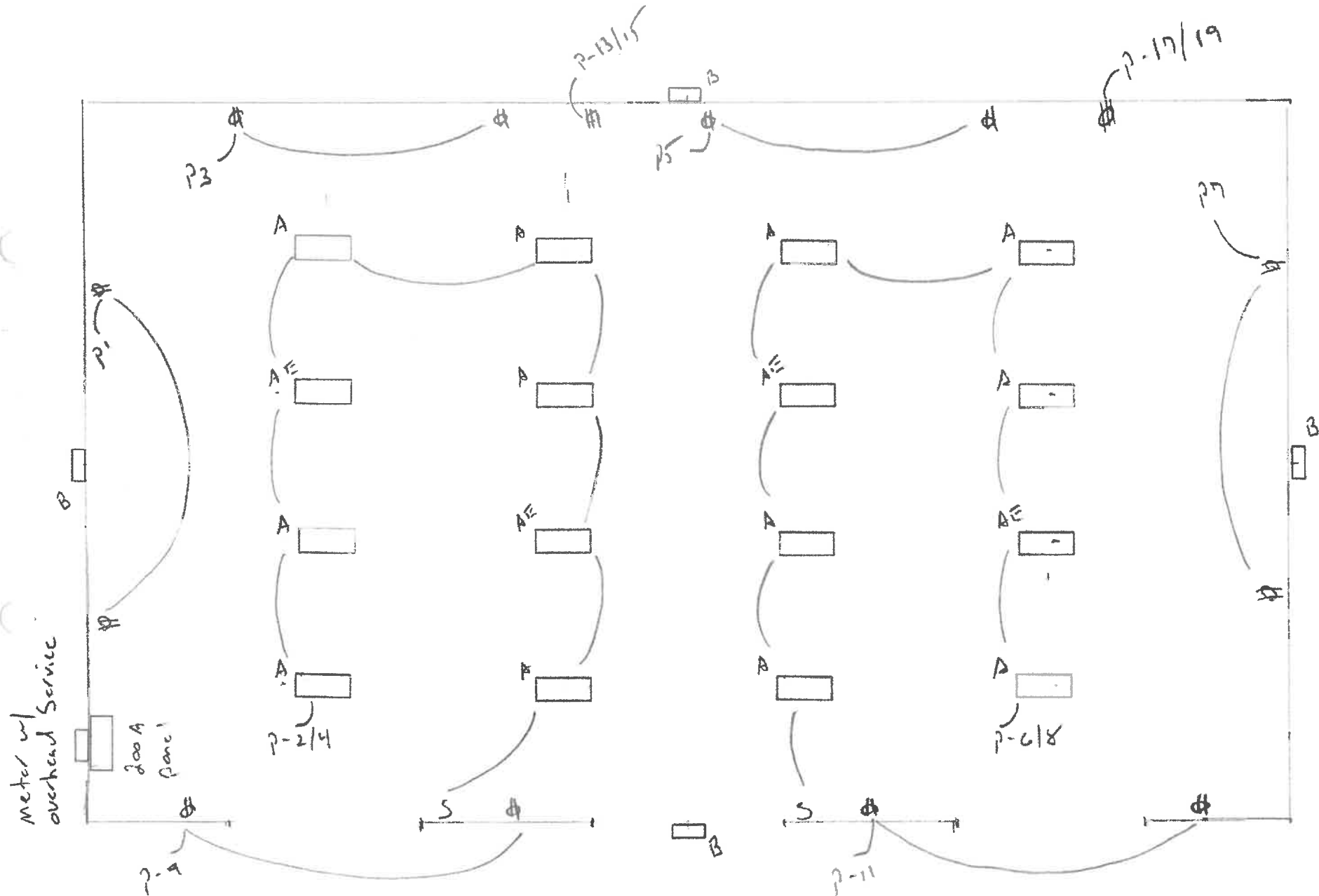
PROJECT NUMBER: 09-21-11
SHEET NO: FP1

NUCOR



RFP 22-01 PUBLIC WORKS BARN EXTENSION
ADDENDUM 2

EXISTING BUILDING- ELECTRICAL



AEI Electrical Construction, Inc.
P.O. Box 7456
Lakeland, FL, 33807
(863) 619-6909

Panel Name: **P**

Manufacturer: **Square D Main Breaker**

Voltage: **120/240 VAC 1PH 4W**

Phase: **1**

Cabinet: **NEMA 1**

Line to Line V: **240**

AIC Rating: **10,000**

Amperage: **200 A**

LOAD (VA)

LOAD (VA)

LGT	A/C	HEAT	RCPT	MISC	Poles	Amps	LOCATION	CKT	A	B	CKT	LOCATION	Amps	Poles	LGT	A/C	HEAT	RCPT	MISC
			360		1	20	Warehouse	1	##		2	High Bays	20	2	1296				
			360		1	20	Warehouse	3	##		4				1296				
			360		1	20	Warehouse	5	##		6	High Bays	20	2	1296				
			360		1	20	Warehouse	7	##		8				1296				
			360		1	20	Warehouse	9	##		10	Wall Packs	20	2	800				
			360		1	20	Warehouse	11	##		12				800				
				4800	2	50	Welder	13	##		14								
				4800				15	##		16								
				3000	2	30	Compressor	17	##		18								
				3000				19	##		20								
								21	##		22								
								23	##		24								
								25	##		26								
								27	##		28								
								29	##		30								
								31	##		32								
								33	##		34								
								35	##		36								
								37	##		38								
								39	##		40								
								41	##		42								

CONNECTED LOAD SUMMARY (VA)

DEMAND LOAD SUMMARY

PHASE	A	B	TOTALS	D.F.	COMMENTS	LOAD
LGT	3392	3392	6784	1.25		8480 VA
A/C	0	0	0	1.00	USE THE LARGER OF A/C OR HEAT	0 VA
HEAT	0	0	0	1.00		0 VA
RCPT	1080	1080	2160	1.00	0.5 D.F. for load>10KVA	2160 VA
MISC	7800	7800	15600	1.00		15600 VA
TOTAL CONNECTED LOAD PER PHASE				TOTAL DEMAND LOAD: 26240 VA		
				TOTAL DEMAND CURRENT: 109.33 AMPS		
PHASE A	12272 VA		102.27 AMPS			
PHASE B	12272 VA		102.27 AMPS			

Proudly submitted by:
SEMCO Construction, Inc.
205 Century Blvd
Bartow, FL 33830



RFP# 22-01

**THE TOWN OF DUNDEE, FLORIDA
PUBLIC WORKS BUILDING EXTENSION**

Submitted to:
The Town of Dundee, Florida
Attention: Town Manager
202 East Main Street
Dundee, FL 33838

Addendum No. 1 & No. 2 Received and Acknowledged



**RFP# 22-01
The Town of Dundee, Florida
Public Works Building Extension**

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5% Bid Bond

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PEMB Diagrams and Designs Details

Rigid Frame Elevations

Framing Finish Message

Affidavit Certification Immigration Laws

Certification of Drug-Free Workplace

Non-Collusion Affidavit of Bidder

Sales Tax Savings Form



BID FORM

RFP 22-01

FY 2021 – 2022 public works building extension

RETURNDATE: FEBRUARY 18, 2022 at 12:00pm

RETURN TO: Office of the Town Clerk
Attn: RFP 22-01
Town of Dundee
P.O. Box 1000
202 East Main Street
Dundee, Florida 33838

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1. 6,000 SF PEMB	1 ea.	1 ea.	\$309,750.00	\$309,750.00
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			TOTAL (\$)	

Bid Alternate

ITEM	QTY	UNIT	UNIT COST (\$)	TOTAL COST (\$)
1.				
2.				

ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:

Company Submitting Bid: SEMCO Construction, Inc.

Company Address: 205 Century Blvd.

Company City: Bartow State: Florida Zip: 33830

Company Phone Number: 863-533-7193 Fax Number 863-533-3376

Authorized Representative:

Signature:  Date: February 18, 2022

Print Name: Jennifer Hall Phone Number: 863-533-7193 ext. 222

Title: Executive Vice President

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

SEMCO Construction, Inc.

SURETY:

Liberty Mutual Insurance Company

OWNER:

Town of Dundee
202 East Main Street
Dundee, FL 33838

BOND AMOUNT: Five percent of bid amount (5%)

PROJECT:

RFP 22-01 Public Works Building Extension

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom 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.

Signed and sealed this 10 day of February 2022


(Witness)


(Witness)


(Principal)

(Title)

(Surety)

(Title)

Taylor Wagner, Attorney-in-Fact







EXHIBIT "B"

to Construction Agreement

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8201369**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Daniel F. Wagner, Taylor Wagner

all of the city of Lakeland state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of February, 2022.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

EXHIBIT "B"
to Construction Agreement

This document is a part of the contract between the parties and is subject to the terms and conditions of the contract.

WITNESSED BY THE SIGNATURE OF THE PARTIES

POWER OF ATTORNEY

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC



NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

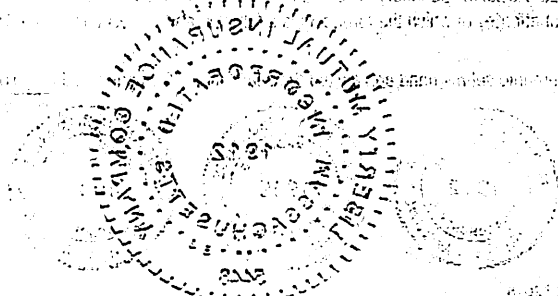
NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC



NOTARY PUBLIC



Ron DeSantis, Governor

Halsey Beshears, 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

LOCKE, CARL EDWARD JR

SEMCO CONSTRUCTION INC
205 CENTURY BLVD
BARTOW FL 33830

LICENSE NUMBER: CGC040492

EXPIRATION DATE: AUGUST 31, 2022

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2021

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

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

PRODUCER Baldwin Krystyn Sherman Partners LLC Middle Market Lakeland FL 33801 License#: L002281 SEMCON-01		CONTACT NAME: Angel McGhee PHONE (A/C No. Ext): 18632843105 FAX (A/C No.): 863-682-6292 E-MAIL ADDRESS: Angel.McGhee@Bks-partners.com													
INSURED SEMCO Construction, Inc. 205 Century Blvd. Bartow FL 33830-7705		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : Westfield Insurance Company</td> <td>NAIC # 24112</td> </tr> <tr> <td>INSURER B : Bridgefield Employers Insuranc</td> <td>10701</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Compan</td> <td>36940</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : Westfield Insurance Company	NAIC # 24112	INSURER B : Bridgefield Employers Insuranc	10701	INSURER C : Travelers Property Casualty Co	25674	INSURER D : Indian Harbor Insurance Compan	36940	INSURER E :		INSURER F :	
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INSURER D : Indian Harbor Insurance Compan	36940														
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 883023252

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CMM5025462	10/1/2021	10/1/2022	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$ 500,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$ 2,000,000</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> <input checked="" type="checkbox"/> PIP		CMM5025462	10/1/2021	10/1/2022	<table border="1"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td>\$</td> </tr> <tr> <td>PIP</td> <td>\$ 10,000</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
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PIP	\$ 10,000																			
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP7S003550-21-NF	10/1/2021	10/1/2022	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 9,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>\$ 9,000,000</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$ 9,000,000	AGGREGATE	\$ 9,000,000		\$								
EACH OCCURRENCE	\$ 9,000,000																			
AGGREGATE	\$ 9,000,000																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		83034747	10/1/2021	10/1/2022	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT		\$ 1,000,000																		
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																		
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																		
A D	Rented or Leased Equipment Professional/Pollution		CMM5025462 PEC0058487	10/1/2021 1/30/2021	10/1/2022 1/30/2022	<table border="1"> <tr> <td>\$300,000 Limit \$1,000,000 Limit Pollution</td> <td>\$500 Deductible \$25,000 Retention \$10,000 Retention</td> </tr> </table>	\$300,000 Limit \$1,000,000 Limit Pollution	\$500 Deductible \$25,000 Retention \$10,000 Retention												
\$300,000 Limit \$1,000,000 Limit Pollution	\$500 Deductible \$25,000 Retention \$10,000 Retention																			

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

CERTIFICATE HOLDER

CANCELLATION

City of Dundee 202 East Main ST Dundee FL 33838 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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W-9
Form
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SEMO Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

205 Century Blvd

6 City, state, and ZIP code

Bartow, FL 33830

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 1 5 7 0 0 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 9.28.21

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)

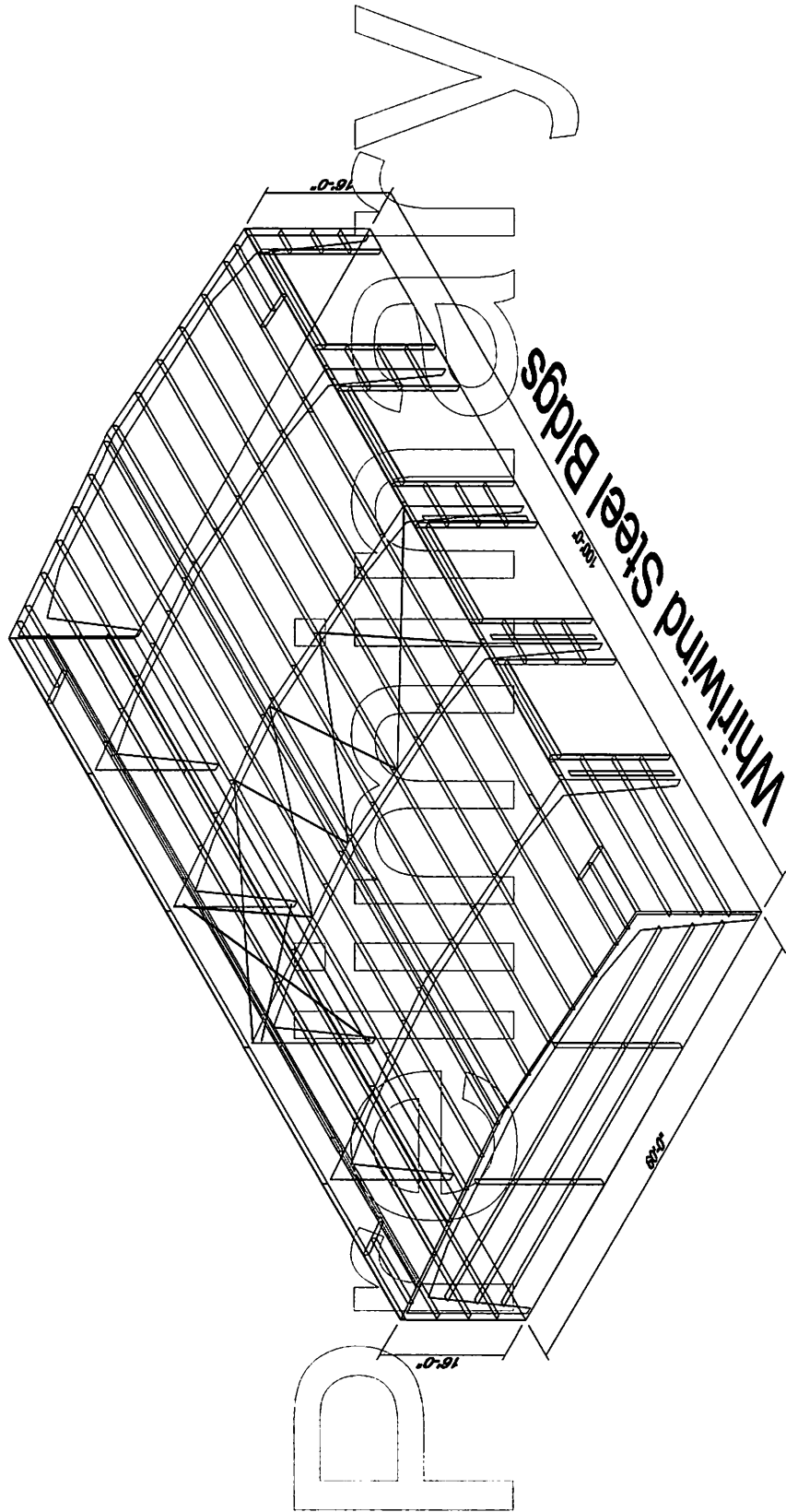
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (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)

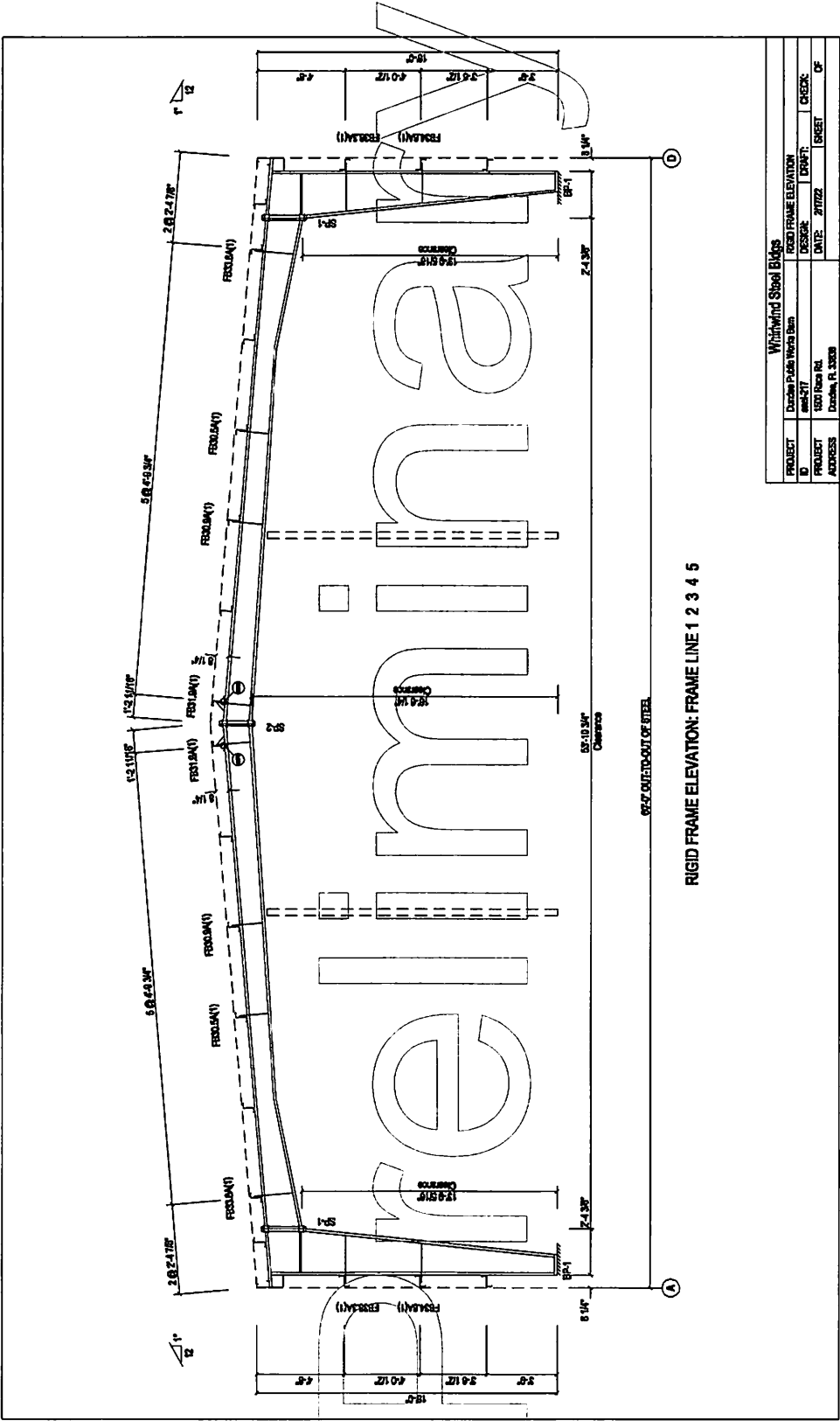
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.

EXHIBIT – A
1500 race road public works building

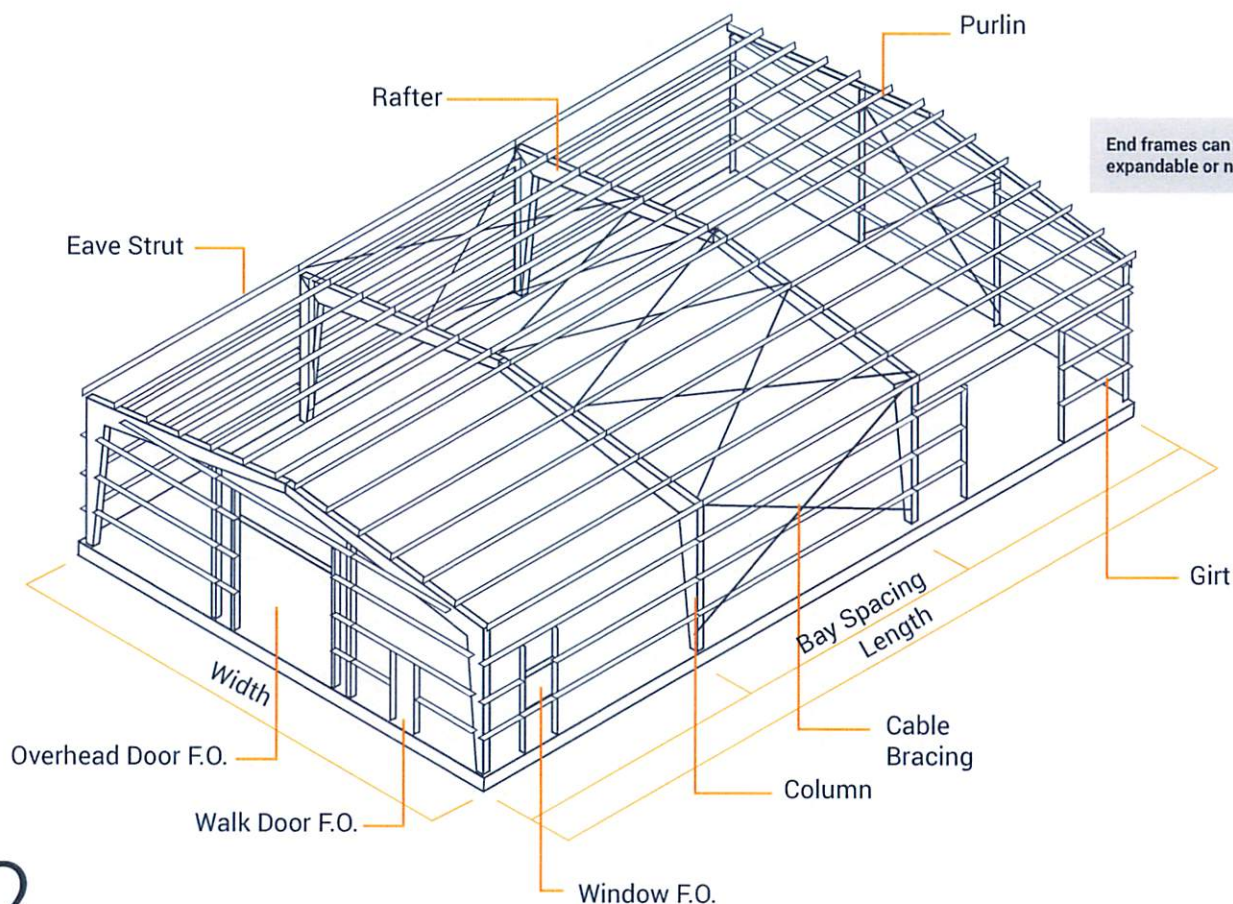






01 PRE-ENGINEERED METAL BUILDINGS

The unique benefits of pre-engineered metal buildings are well known to contractors, erectors, architects and the people who use and work in these buildings. Experience counts when it comes to designing and manufacturing a metal building, and making sure the work is done in a timely and economical manner. That's why Whirlwind Steel has been the partner of choice on over 240,000 projects during our 65 years as a family run business. And we understand how important it is that everyone involved with a metal building project have a basic understanding of how our pre-engineered metal buildings work.

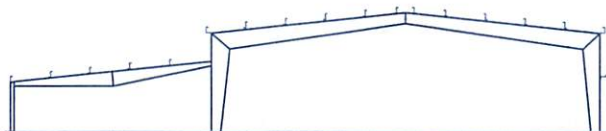


02 FRAME TYPES

Welded framing ensures the strongest and most durable structure. A sample of the most common frame types are described below. An important feature of a pre-engineered metal building is the flexibility to mix and match these frames to create custom designs for most applications.

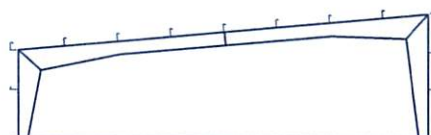
WELDED RIGID FRAME WITH OPTIONAL LEAN-TO

Rigid Frame buildings provide for the widest possible spans without using interior columns. The use of tapered members ensures the most economical frame structure. Additionally, a Lean-To can be attached to a Rigid Frame structure and is perfect for adding office space, or expanding existing structures.

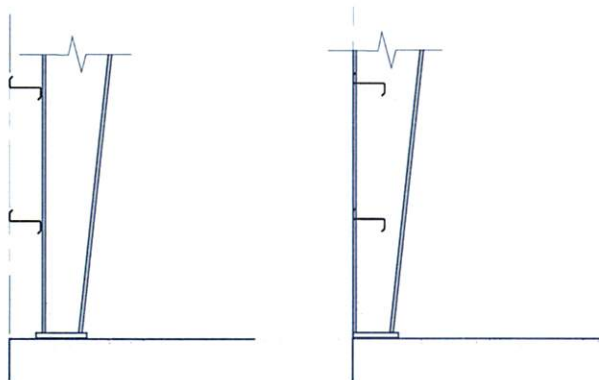


SINGLE SLOPED WELDED RIGID FRAME

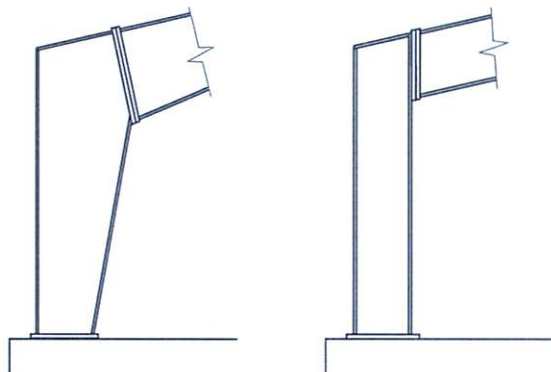
Where drainage restrictions are a design issue, such as strip centers and shopping malls, a Single Sloped Rigid Frame is the perfect solution. Options include straight columns that can also be used for interiors.



BY-PASS VS. FLUSH GIRT

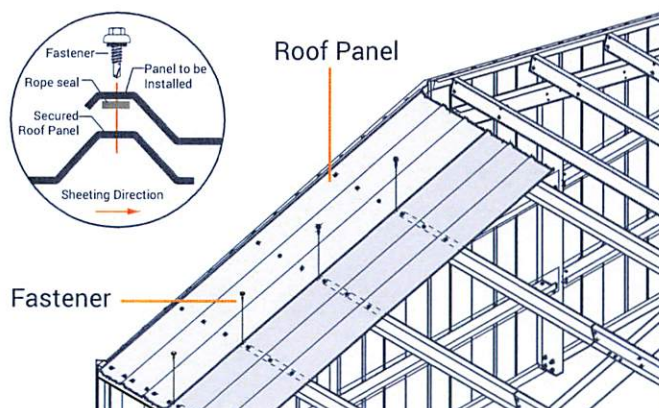
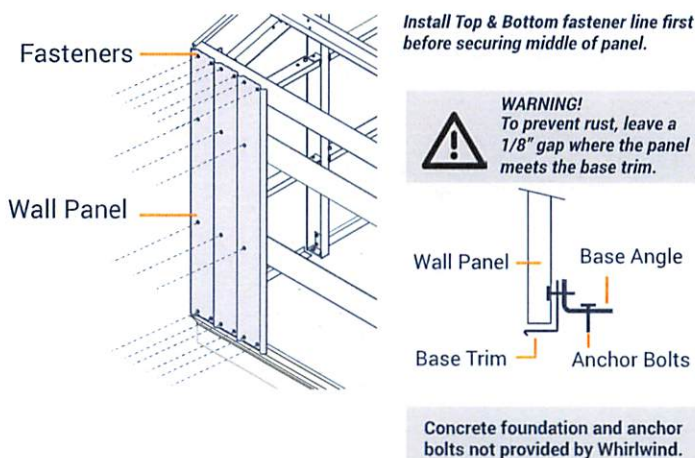


TAPERED VS. STRAIGHT COLUMN



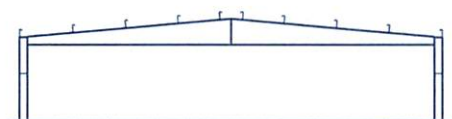
ROOF & WALL PANELS

One of our most popular and flexible panel choices, Whirlwind Steel's Super Span X, can be used for both wall and roofing applications. Super Span X gives you a full line of trim, hardware and accessories to customize your metal building project. Whirlwind Steel offers the industry standard steel gauges, 26 and 24, in a variety of colors that provide the highest quality paint finishes. We also offer both heavier and lighter gauges when called for, just ask your sales manager for other options. Depending on your choice of products, warranties are available for up to 40-years.



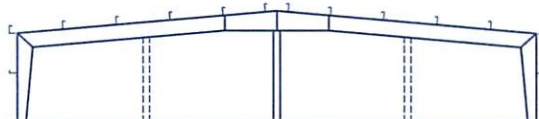
WELDED TAPERED BEAM

Tapered Beam buildings provide for maximum floor space and offer options to reduce the cost of the foundation. The straight sidewalls allow for easy installation of interior finish-out. Tapered Beam offers a perfect mix of flexibility and economy for your building project.



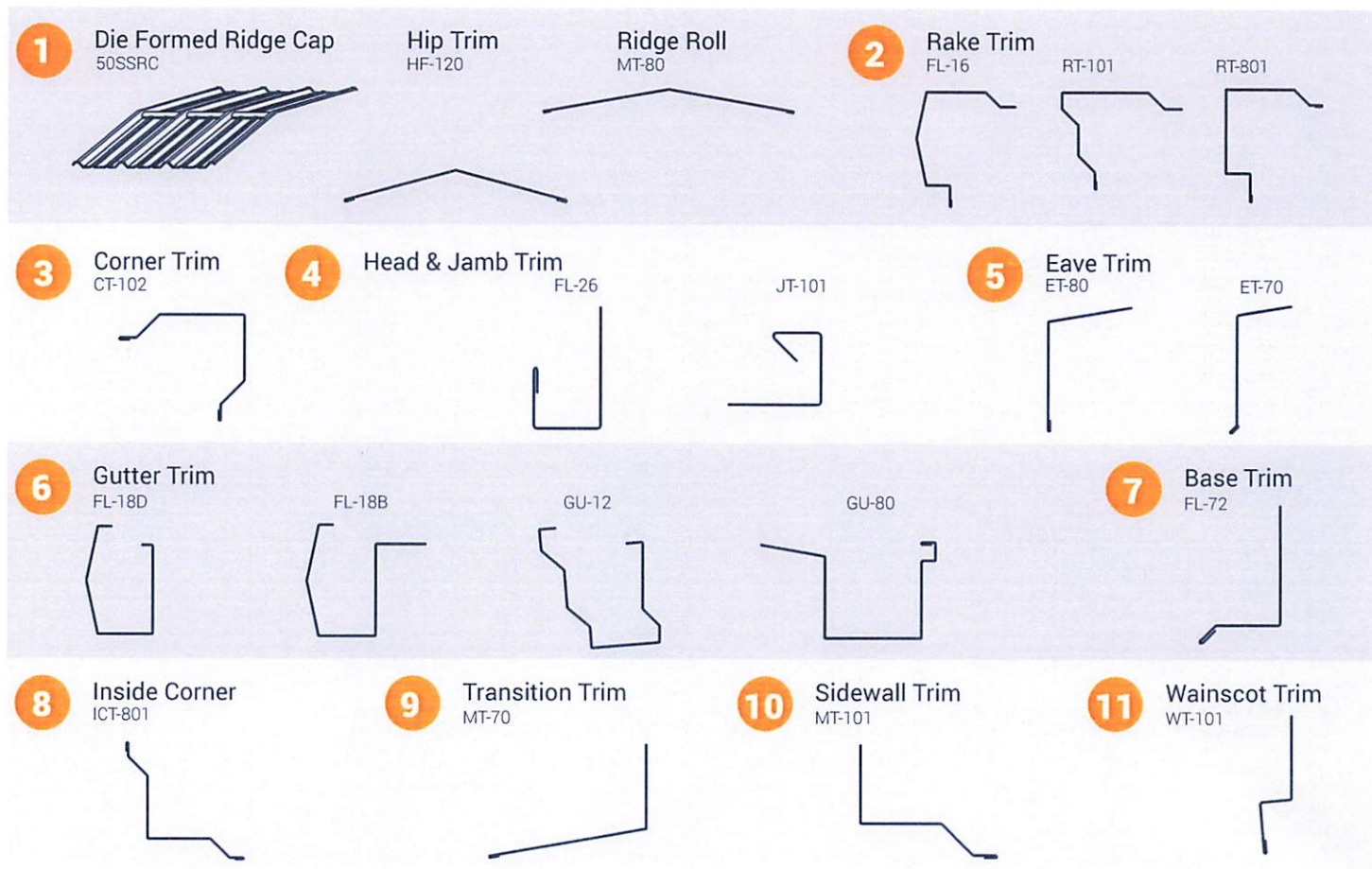
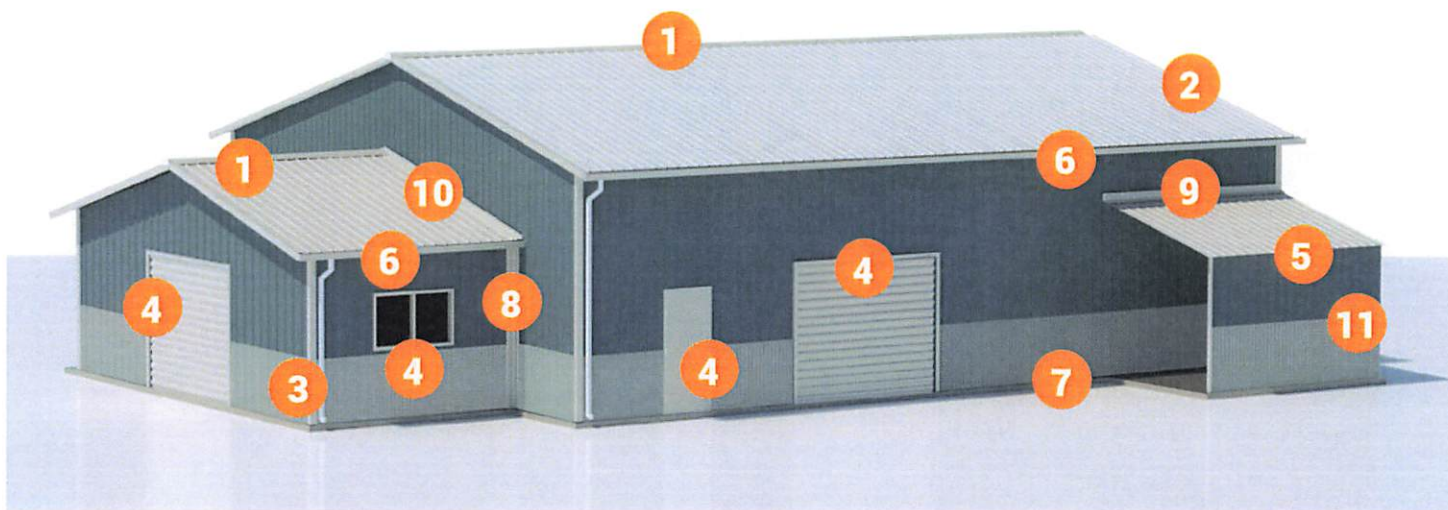
COLUMN AND BEAM

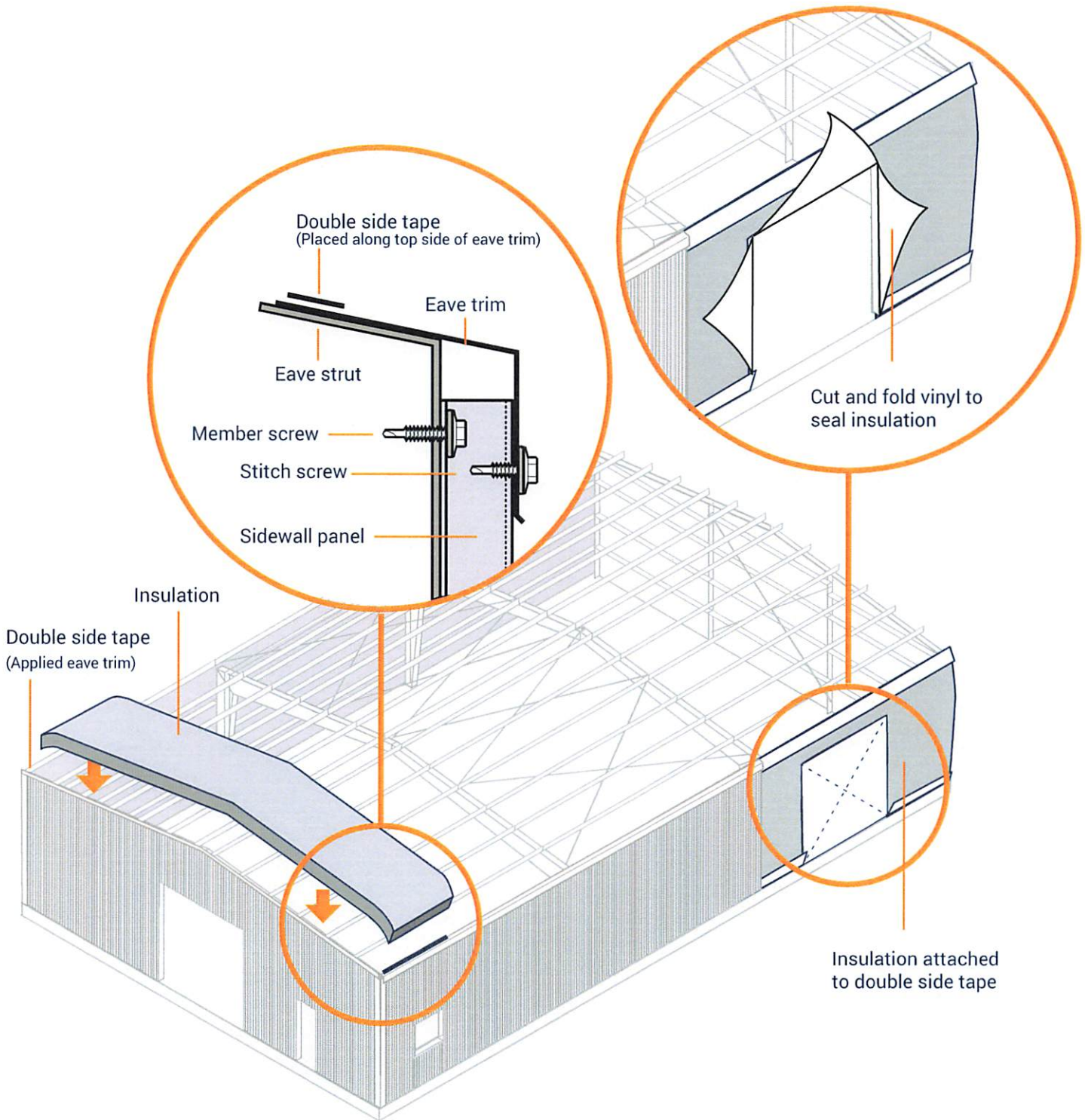
When you need to maximize the width of a project Column and Beam frames are a great solution. With or without interior columns, these frames can be used in conjunction with bar joist roof purlins to create column-free interior areas.



03 TRIM

Whirlwind gives you a full line of trim, hardware and accessories to customize your metal building project. Featuring a wide selection of colors, you'll find no one offers a better selection of trim – from the ground to the roof ridge – to finish your building design just the way you want. In fact, the trim displayed here is only a very small selection of our extensive offering of trim conditions.





Whirlwind Steel has partnerships with name brand suppliers of metal building insulation that have the experience and service capabilities to meet our customers' needs. Our customers can also choose to work directly with insulation manufacturers. The coordination between Whirlwind and outside vendors should be carefully discussed with your sales manager to ensure there are no delays at the job site when construction starts on your pre-engineered metal building.

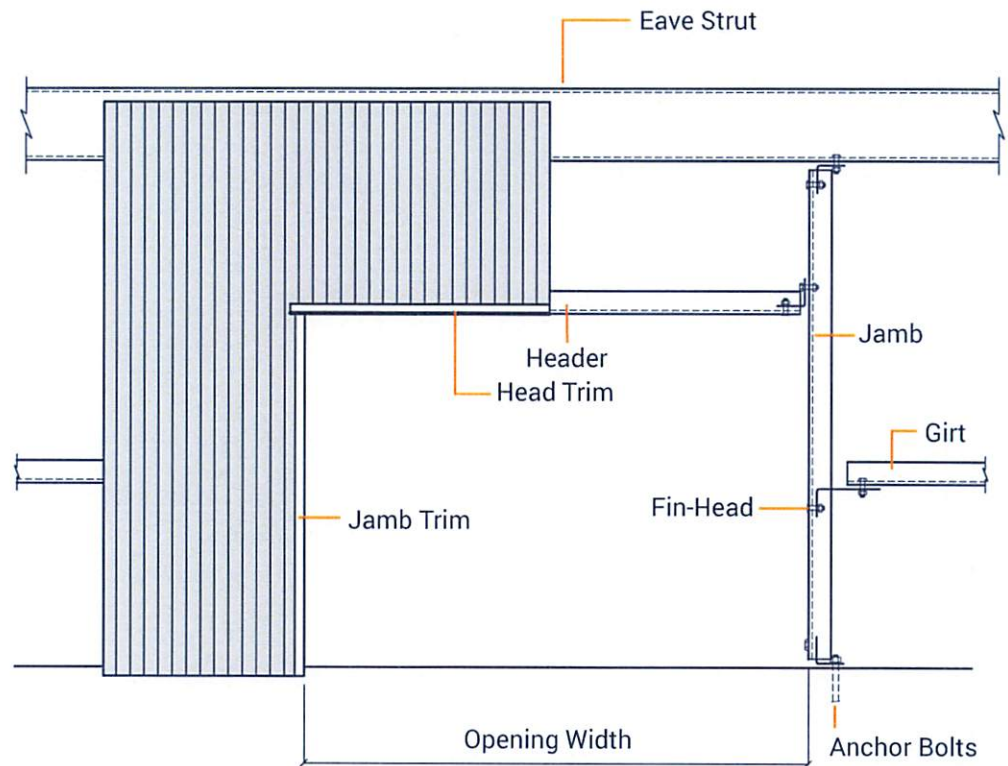
05 FRAMED OPENINGS

OVERHEAD DOORS ROLL UP DOORS AND WALK DOORS

Overhead and Roll Up doors come in a variety of heights and widths requiring careful planning. Overhead and Roll-up doors need extra headroom to accommodate doors that are either rigid or flexible. Additionally, mechanical doors often require additional headroom to allow for motors and other accessories.

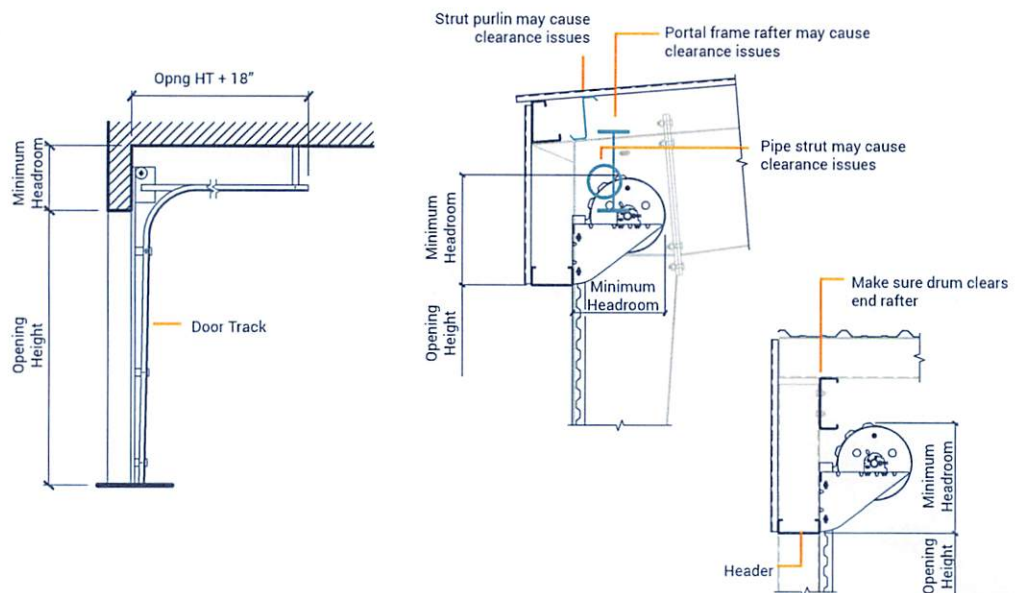
While Whirlwind Steel does not manufacture doors, we can provide a variety of solutions based on your needs. It is important to note that metal buildings should use steel reinforced commercial doors and not those typically found in residential construction. This also applies to both manual and electrical roll up and overhead doors. All doors, whether provided by Whirlwind or supplied by our clients, should be discussed early in the design process.

OVERHEAD / ROLL UP DOORS



Concrete foundation and anchor bolts not provided by Whirlwind.

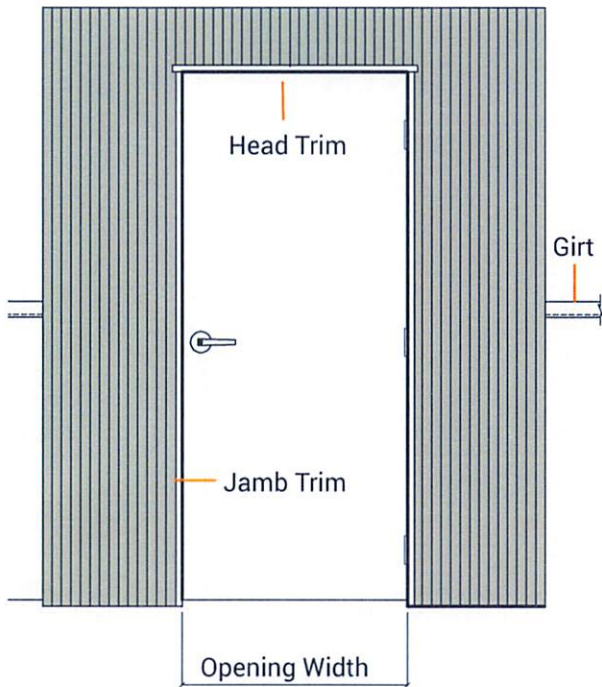
HEADROOM CLEARANCES



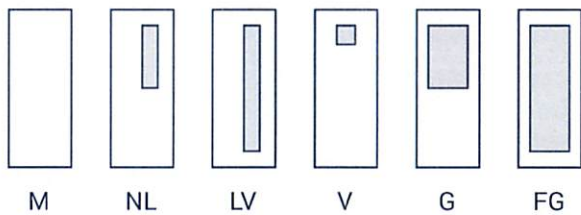
WINDOWS

Window openings can be created using both traditional and custom shapes in most any size. Like doors, though Whirlwind Steel does not manufacture windows we can provide a variety of solutions based on your needs. Or, you can arrange to supply windows and frames. There can be many decisions to consider early in the design process and the help of our experienced sales managers will be important to getting your building project done right and on time.

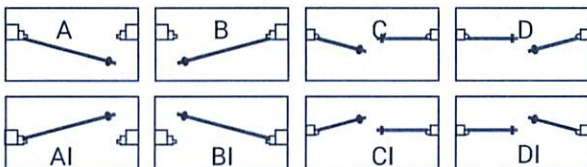
WALK DOORS



WALK DOOR OPTIONS

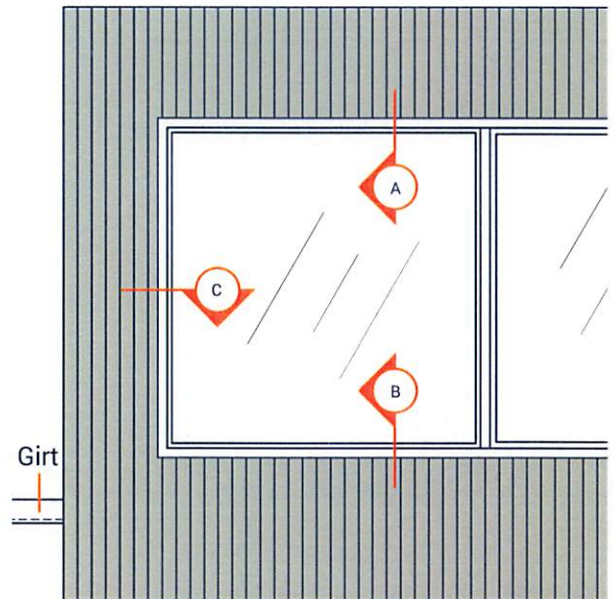


Window shown in gray.

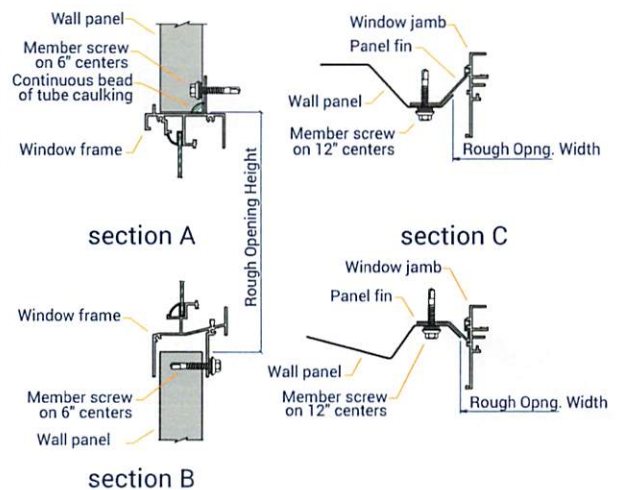


OUTSIDE OF BUILDING

WINDOWS



WINDOW CROSS SECTION



AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

THE TOWN OF DUNDEE, FLORIDA, WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) AND/OR SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE TOWN OF DUNDEE, FLORIDA, MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE TOWN OF DUNDEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name SEMCO Construction, Inc.

Signature 

Date: February 18, 2022

Printed Name Jennifer Hall

Title Executive Vice President

PRIVATE PROVIDER FIRM _____

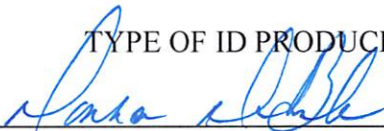
THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

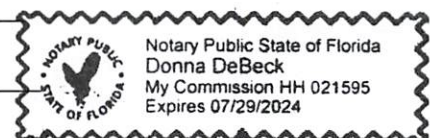
SWORN TO AND SUBSCRIBED BEFORE ME THIS 18th DAY OF February, 20 22

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ☒ Produced I.D. _____

TYPE OF ID PRODUCED N/A

SIGN: 

PRINT: Donna DeBeck



CERTIFICATION OF DRUG-FREE WORKPLACE

I Jennifer Hall ("Undersigned"), certify that:

- (1) Undersigned is Executive VP (insert job title) and duly authorized to act on behalf of the Contractor SEMCO Construction, Inc that submitted the attached bid.
- (2) Undersigned acknowledges that Preference shall be given to businesses with drug-free workplace programs.
- (3) Undersigned acknowledges that whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the Town for the Purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
- (4) In order to have a drug-free workplace program, a business shall:
 - (a) 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.
 - (b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - (c) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
 - (d) In the statement specified in subsection (a), 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 of the Florida Statutes 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.
 - (e) 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.
 - (f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The Undersigned, as the person authorized to sign this CERTIFICATION OF DRUG-FREE
WORKPLACE, does hereby certify that the Contractor, SEMCO Construction, Inc.

_____, acknowledges, understands, and complies fully with the above requirements.

DATE: February 18, 2022 NAME OF ENTITY: SEMCO Construction, Inc.

PHONE/FAX: 863-533-7193 / 863-533-3376

ADDRESS: 20 Century Blvd.

Bartow, FL 33830

SIGNATURE:  _____

PRINT NAME: Jennifer Hall

NONCOLLUSION AFFIDAVIT OF BIDDER

State of Florida

County of Polk

I Jennifer Hall ("Affiant"), being first duly sworn, deposes and says that:

- (1) Affiant is Executive VP (insert job title) of SEMCO Construction, Inc. (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida COUNTY OF Polk

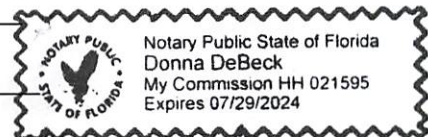
SWORN TO AND SUBSCRIBED BEFORE ME THIS 18th DAY OF February, 2022

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME ☒ Produced I.D. _____

TYPE OF ID PRODUCED N/A

SIGN: Donna DeBeck

PRINT: Donna DeBeck



RFP #22-01

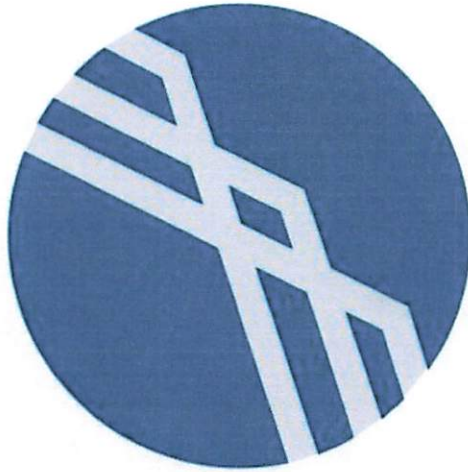
SALES TAX SAVINGS FORM

CONTRACT NUMBER: _____

NAME OF PROJECT: Public Works Building Extension

MATERIALS	(1) Amount in Contract	(2) Sales Tax	(3) Net Amount
PEMB	\$81,158.00	\$5,300.00	\$75,858.00
Concrete	\$22,470.00	\$1,470.00	\$21,000.00

- (1) This is the amount to be deducted from contract by change order.
- (2) The amount of the sales tax included in the material purchase line item supplied by the Contractor.
- (3) The amount to be used by the Town to make the material purchase per the Contractor's stated quantities.



SEMCO

CONSTRUCTION, INC.

TRADITIONAL FOUNDATION. VISIONARY BUILDING.

205 Century Blvd., Bartow, FL 33830

863-533-7193 Office

863-533-3376 Fax

www.semcoconstruction.com