

RESOLUTION NO 2026-060

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND SGS CONTRACTING SERVICES, INC., A FLORIDA CORPORATION, FOR UNDERGROUND UTILITY SERVICES AT THE SAINT MARGARETS WASTE WATER TREATMENT FACILITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the “City Purchasing Policies”) of the City of Lake City (the “City”) provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for underground utility services at the Saint Margarets Waste Water Treatment Facility (the “Services”); and

WHEREAS; the City of Ormond Beach, Florida, a Florida municipal corporation (“Ormond Beach”), negotiated a contract with SMS Contracting Services, Inc., a Florida corporation (the “Vendor”) to supply the Services pursuant to RFQ 2025-41; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by Ormond Beach; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with Ormond Beach; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, engaging the Vendor to provide the Services is in the public interest and in the interests of the City; now, therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should

be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

**SGS Contracting Services Inc
PO Box 908
High Springs, FL 32655**

(the "Vendor").

WITNESSETH:

WHEREAS, on **September 17, 2025**, **City of Ormond Beach** (the "Original Procuring Government") awarded **RFQ 2025-41 for Construction Management at Risk Services for Underground Utility Services** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement and Contract") can be viewed in the Procurement department; and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.
2. **General.**
 - a. **Terms of Agreement.** This is a piggyback purchasing *Agreement*. The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:
 - i. All instructions to bidders and general information in the Original Procurement and Contract documents;
 - ii. All special conditions of the Original Procurement and Contract documents;
 - iii. All definitions of terms contained in the Original Procurement and Contract documents;
 - iv. All specifications, scopes of services, and/or descriptions of goods to be sold contained in the Original Procurement and Contract documents;

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- v. All addenda to the Original Procurement and Contract documents;
 - vi. All insurance requirements are outlined in the Original Procurement and Contract documents.
 - vii. All safety requirements outlined in the Original Procurement and Contract documents; and
 - viii. All responses of the Vendor in the Original Procurement and Contract documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

- b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.
- c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the term of the Original Procurement and Contract, **September 16, 2029**. This *Agreement* may be renewed as

provided for in the Original Procurement and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.
5. **Price for Services.** The price for the Vendor's performance of the scope of services or the City's purchase of goods shall be established as set forth in the Original Procurement and Contract documents.
6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.
7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:
 - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.
 - d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.**

8. Liability and Insurance.

- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of

Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

- c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.
- d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

SGS CONTRACTING SERVICES, INC

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

By _____, its

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY
COUNCIL OF THE CITY OF LAKE CITY,
FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

COMPOSITE EXHIBIT "A"
ORIGINAL PROCUREMENT AND CONTRACT



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: **Construction Management at Risk for Underground Utility Services**
RFQ NUMBER: **2025-41**
RFQ DUE DATE & TIME: **Thursday, July 10, 2025 at 2:30 PM**
RFQ OPENING LOCATION: **City Hall Training Room at Ormond Beach City Hall**
PRE-PROPOSAL MEETING: **Tuesday, June 24, 2025 at 10:00 AM, City Hall Training Room**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER/FIRM NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N.: _____

PHONE NUMBER: _____

EMAIL: _____

If returning as a "No Proposal", please state reason (s):

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ RESPONSE FORM

The undersigned SUBMITTER agrees, if this Proposal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Qualifications (RFQ) and to provide all services, as specified or indicated in the RFQ Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER has examined all of the RFQ Documents and of the following Addenda, receipt of which is hereby acknowledged.:

<u>Addendum Date</u>	<u>Addendum Number</u>
_____	_____
_____	_____
_____	_____

This Submittal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; SUBMITTER has not directly or indirectly induced or solicited any other Submitter to submit a false or sham Submittal; SUBMITTER has not solicited or induced any person, firm or a corporation to refrain from bidding; and SUBMITTER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

FIRM NAME: _____

FIRM'S PROFESSIONAL LICENSE NUMBER: _____

SUBMITTER'S NAME: _____
(Typed or Printed)

TITLE: _____

AUTHORIZED SIGNATURE: I, _____
hereby declare that I have read and fully understand the RFQ Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Proposal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

***OMISSION OF A SIGNATURE ON THIS PAGE
MAY RESULT IN REJECTION OF YOUR PROPOSAL.***

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: 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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS/PUBLIC RECORDS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP/RFO: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP/RFO's on-line on the Internet. If you have received a copy of this RFQ from any source other than DemandStar, please be aware that you may not have received the latest version of the RFQ or any related addendums.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualifications (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received by the Purchasing Office after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly. No discussion of the submittals will occur.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFQ tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the City's Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

RESPONSIBILITY DETERMINATION: Pursuant to the provisions of Florida Statutes Chapter 287.05701, the City does not request or consider a vendor's social, political, or ideological interests in making a responsibility determination.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any purchase order or contract issued pursuant to an RFQ and the monies which may become due thereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall

pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of 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 the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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:

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

STATEMENT OF PURPOSE

The City of Ormond Beach, in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking qualified consultants to provide Construction Management at Risk Services for Underground Utility Services. The City is requesting proposals and intends to select qualified firms or individuals for continuing contract services for the City.

Professional Qualifications: Any firm or individual licensed to perform professional underground utility services in the State of Florida, having demonstrable professional experience, and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Proposal.

SCOPE OF SERVICES

The City of Ormond Beach seeks a consultant qualified in underground utility services. For the purposes of the RFQ, underground utility services work includes both new construction as well as repair and rehabilitation of existing underground utility systems. Underground utility systems shall be understood to include stormwater, sanitary sewer, potable water, reclaimed water systems, associated minor incidental mechanical, electrical, and structural elements. Proposals shall include the firm's ability to manage all aspects of underground utility projects and address potential impacts of underground utility work, including, but not limited to, the following elements: associated traffic control, lighting for night work, dewatering, demolition, and restoration of surface features (such as roadways, sidewalks, driveways, curb and gutter, sod, irrigation systems, signage, striping, and other ancillary infrastructure). It shall be further understood that the projects to be completed under this contract may or may not include plans and specifications.

SCHEDULE OF PROPOSAL

June 08, 2025	Advertisement
June 24, 2025 at 10:00 AM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
July 10, 2025, 2:30 PM	Proposals Due - one (1) signed original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive. Both versions must be in the sealed envelope. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174.
July 22 - 24, 2025	Proposal Rankings
September 17, 2025	City Commission Approval of contracts.

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. General

- a. Letter of interest.
- b. Proposer Acknowledgement form & RFQ Response form (2 Pages), completed.
- c. Overview description of the firm and its ability to provide the professional services being applied for.
- d. Provide list of current continuing contracts and contact information for each.
- e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- f. Copy of firm's current Florida Professional License renewal.
- g. Copy of firm's certificate of insurance.
- h. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
- i. Completed Drug-Free Workplace Certification and Affidavits

2. Experience

- a. Provide a brief introduction narrative letter highlighting the qualifications of the firm including legal nature of organization, number of years in business, pertinent capabilities, and experience in contracting and managing municipal projects.
- b. Provide an organizational chart of the firm.
- c. Provide a listing of at least 5 and no more than 10 projects completed by the firm as an Exhibit. Projects are recommended to be varied in nature and costs, and aimed at highlighting the firm's capabilities relevant to underground utility services. Include the following for each project:
 - i. Name and location of the project.
 - ii. The nature of the firm's responsibility on the project.
 - iii. Project owner's representative name, address, telephone and e-mail contact information.
 - iv. Date project was completed or is anticipated to be completed.
 - v. Scope of work of project and cost of project.
 - vi. Firm's project manager and other key professionals involved on the project.

- d. Detailed resumes of key personnel that will be working on projects assigned if contracted with the City.
- e. Provide a list of current construction management contracts (if applicable) that the firm currently has including contact information for each contract.

3. Financial Capability

- a. Provide a summary of the firm's financial resources for the past 3 years (including the latest year audited financial statements and holding company). Provide most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b. Provide proof of financial bonding capacity of the firm by submitting a bonding capacity letter from a State approved Surety Agency.

4. Construction Disputes

- a. Describe and explain any pending litigation, major disputes, contract defaults, liquidated damage claims, and/or claims against your firm in the last 5 years. Limit this information to the office submitting qualifications for this submittal. Name the litigants involved and the month and year the case or claim was filed, venue, and a full description of the claims raised in the litigation. Please provide the name, phone number and email address of a contact person in your organization who can provide additional information or clarify any questions regarding these matters. If there is no litigation pending against your firm, please provide a notarized statement stating this fact.

5. Location

- a. Provide the location of office(s) where the project management team will be located. Firms based within the Ormond Beach Utility Service Area shall receive 15 points. Firms based within Volusia or Flagler County (but outside of the Ormond Beach Utility Service Area) shall receive 10 points. Firms located within 100 miles of Ormond Beach City Hall (but outside of Volusia or Flagler County) shall receive 5 points. All other firms located beyond 100 miles from Ormond Beach City Hall shall receive 0 points.

GENERAL INSTRUCTIONS

- **Inquiries:** Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFQ until seven (7) working days prior to the RFQ due date. Questions received after that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
Purchasing Coordinator
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

The last day to submit questions is July 2, 2025 at 5:00pm.

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- **Proposal Delivery:** Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than July 10, 2025, 2:30 PM. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFQ title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.
- **Addenda and Supplements to the Request for Qualifications (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be provided to each firm that has requested a copy of this document.
- **Rejection Rights:** The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of proposals.

Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

- Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF FIRM

Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:

- General (15 points max)
- Experience (30 points max)
- Financial Capability (20 points max)
- Construction Disputes (20 points max)
- Location (15 points max)

Selection Process: The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act.

A designated selection committee will review and evaluate responses to this RFQ for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than two of the most qualified proposers based on rankings to be considered for continuing contracts. An evaluation form is included in this document for reference purposes. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to select at least three firms for continuing contracts (assuming three or more proposals are received). Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

Evaluation Form
Construction Management at Risk for Underground Utility Services
RFQ 2025-41

Name of Firm: _____

Reviewer: _____

Date: _____

	<u>Points</u>	<u>Score</u>
General (15 pts Max)	_____	_____
Experience (30 pts Max)	_____	_____
Financial Capability (20 pts Max)	_____	_____
Construction Disputes (20 pts Max)	_____	_____
Firm Location (choose most appropriate one):	<u>Enter Points</u>	
1 - Located in Ormond Beach Utility Service Area - 15	_____	_____
2 - Located in Volusia or Flagler County - 10 pts	_____	_____
3 - Located within 100 miles of City Hall - 5 pts	_____	_____
TOTAL POINTS:		_____

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a term of 5 years.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFQ at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFQ with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFQ in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFQ;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.

- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFQ, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's qualifications.

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.

6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. **Hold Harmless and Indemnity**
The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences. Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor,

or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

\$100,000 Each Accident Bodily Injury by Accident
\$100,000 Each Employee Bodily Injury by Disease
\$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

- (b)** Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions

- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract. ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million

Combined Single Limit for Bodily Injury and Property Damage

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an

Excess Liability Policy with a maximum self-insured retention not to exceed \$25,000 per occurrence.

(e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

(f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.
2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.

2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.

3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.

4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.

5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT LITIGATION
STATEMENT

1.

[] To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.

[] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

[] The undersigned firm has had no litigation on any project in the last five (5) years.

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME

AUTHORIZED SIGNATURE

SIGNER'S NAME (PRINT OR TYPE)

TITLE

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
DRUG-FREE WORKPLACE CERTIFICATION

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

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.

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 violation.

Give each employee that engages in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Impose sanctions 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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Name

Signature

Title



AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20____

Signed:

Entity: _____

Name:

Title: _____

STATE OF: _____ COUNTY OF: _____

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

Notary Public, State of Florida at Large:

(seal)

Printed Name/Seal of Notary, Commission and Expiration Date:

My commission expires: _____

This document must be completed and returned with your Submittal

CONSTRUCTION MANAGEMENT CONTRACT

BETWEEN

THE CITY OF ORMOND BEACH

AND

SGS CONTRACTING SERVICES, INC.

FOR

UNDERGROUND UTILITY
CONSTRUCTION MANAGEMENT SERVICES
ON A CONTINUING BASIS

DATE: 09/17/2025

TABLE OF CONTENTS

Section 1	Term and Contract Documents	1
Section 2	Scope of Work.....	2
Section 3	Relationship of Parties.....	3
Section 4	Contract Amount.....	4
Section 5	Cost of the Work.....	5
Section 6	Bonds	9
Section 7	Contract Time and Liquidated Damages	10
Section 8	Exhibits Incorporated.....	12
Section 9	Notices	12
Section 10	Modification	13
Section 11	Successors and Assigns	13
Section 12	Governing Law and Waiver of Jury Trial.....	13
Section 13	Limitation of Remedy and Liability	14
Section 14	No Waiver.....	14
Section 15	Entire Agreement.....	14
Section 16	Severability.....	14
Section 17	Construction	15

EXHIBITS

Exhibit A	General Terms and Conditions
Exhibit B	Supplemental Terms and Conditions
Exhibit C	Insurance Requirements
Exhibit D	Truth-In-Negotiation Certificate
Exhibit E	Florida Public Records Law
Exhibit F	Conflict, Non-Conflict, Litigation Statement
Exhibit G	Verification of Employment Status Using E-Verify System
Exhibit H	Affidavit of Compliance F.S. Contracting with Foreign Entities
Exhibit I	Human Trafficking Affidavit

UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT AGREEMENT

THE CITY OF ORMOND BEACH, FLORIDA, a Florida municipal corporation, whose address is 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174 ("City" or "Owner"), hereby contracts with **SGS CONTRACTING SERVICES, INC.** ("Construction Contractor"), a Florida Profit Corporation, to perform UNDERGROUND UTILITY CONSTRUCTION MANAGEMENT SERVICES ON A CONTINUING BASIS in Ormond Beach, Florida. For each individual construction project (the "Project"), the parties shall agree to the scope (the "Work"), construction cost, and compensation in a separate written WORK AUTHORIZATION.

WHEREAS, Owner requested pursuant to RFQ No. 2025-41 and Florida Statute Section 287.055, Consultants Competitive Negotiations Act and Section 255.103(4), qualifications from qualified firms or individuals interested in performing underground utility construction management services to the City for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million (or such amount as amended by law), and

WHEREAS, Owner received a letter of interest and qualifications from Construction Contractor; and

WHEREAS, Construction Contractor is competent and qualified to furnish services to Owner and desires to provide such services according to the terms and conditions stated herein; and

WHEREAS, Owner and Construction Contractor, for the consideration set forth in each WORK AUTHORIZATION, agree as follows:

Section 1 Term of Continuing Contract and Contract Documents

A. This Agreement, which includes and incorporates the Exhibits described in Section 8 hereof, to perform underground utility construction management services on a continuing basis shall take effect on the date of its execution by the City and shall remain in effect for a period of five (5) years unless terminated by the Owner pursuant to either Section 20 or 21, Exhibit A, General Terms and Conditions, to this Contract.

B. The Contract Documents consist of this Agreement, the Exhibits described in Section 8 hereof, the WORK AUTHORIZATION, and any duly executed and issued addenda, Change Orders, Construction Change Directives, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") being prepared by Owner or outside engineering, architectural, or other professional firm ("Design Professional"), but only after said Construction Documents have been

completed by Design Professional and approved in writing by Owner. All of the foregoing Contract Documents are sometimes referred to herein as the "Contract".

C. Owner shall furnish Construction Contractor with one (1) sealed copy and one (1) reproducible set of the Construction Documents. Any additional copies of Construction Documents, required by Construction Contractor for execution of the Work, shall be made by Construction Contractor from its reproducible set. The reproducible set of the Construction Documents shall be returned to Owner upon final acceptance of the Work or termination of the Contract, whichever occurs first. Provided, however, Owner is furnishing Construction Contractor a reproducible set of Construction Documents for Construction Contractor's convenience and such furnishing by Owner shall not be deemed to be a waiver by Owner or Design Professional of any copyright, patent or license they may have with respect to the Construction Documents. All such copyrights, patents and licenses hereby being expressly reserved by Owner and Design Professional.

Section 2 Scope of Work

The Work to be provided by Construction Contractor pursuant to each WORK AUTHORIZATION shall be performed essentially in two phases, with those phases being Pre-Construction Phase Services and Construction Phase Services.

In certain circumstances, Owner may elect to perform design or plan/specification services in-house as opposed to retaining the services of an outside Design Professional, particularly in smaller construction projects. In this case, the Owner may retain the services of Construction Contractor for construction phase services only, or with limited pre-construction services. **If the City elects to perform design or plan/specification services in-house, all references to Design Professional within this Agreement (for purpose of notices, cooperation between the parties, approvals, or other) shall mean the Owner.**

A. **Pre-Construction Phase Services.** Construction Contractor shall review and comment upon the Construction Documents being developed by Design Professional. The scope of that review shall include, but not be limited to, reviewing those various documents for value engineering and constructability. As the Construction Documents are developed by Design Professional through the various design phases set forth in the Design Professional Services Agreement between Design Professional and Owner ("Design Agreement"), Construction Contractor shall provide Owner with detailed construction cost estimates with respect to those documents. Construction Contractor agrees to attend any and all design and preconstruction conferences and to otherwise assist and cooperate with Design Professional with respect to the design of the Project. Construction Contractor shall provide all other services during the Pre-Construction Phase of the Project as set forth in the Contract Documents.

B. **Construction Phase Services.** After the Construction Documents have been sufficiently completed by Design Professional and approved by Owner for all of the

Work (or such portions thereof as may be designated by Owner in writing), and Owner and Construction Contractor have agreed in writing upon the Guaranteed Maximum Price (GMP) to be paid Construction Contractor and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Contractor shall furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all of the terms and conditions of the Contract Documents. Notwithstanding anything herein to the contrary, as and to the extent expressly directed and authorized by Owner in writing, Construction Contractor shall commence to construct those portions of the Work designated by Owner even though the GMP and/or Contract Time for the entire Work has not yet been agreed to by the parties, so long as they have agreed in writing upon the compensation to be paid Construction Contractor and the performance time for such portion of the Work.

Section 3 Relationship of Parties

A. Construction Contractor covenants with Owner to cooperate with Design Professional; to utilize Construction Contractor's best skill, efforts and judgment in furthering the interest of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and the most expeditious and economical manner, consistent with the interests of Owner. Further, Construction Contractor acknowledges that (i) it has represented to Owner that it has specific expertise in the planning, management and construction of underground public facilities and (ii) that such representation is a material inducement to Owner to enter into this Contract.

B. Wherever the terms of this Contract refer to some action, consent, or approval to be provided by Owner or some notice, report or document is to be provided to Owner, such reference to "Owner" shall mean Owner, City Manager, City Engineer, Public Works Director or Owner's designee (to the extent such designee has been expressly authorized by Owner in writing), unless otherwise stated herein.

C. Owner may utilize the services of a Program Manager to assist it with the management of the design and construction of the Project. In the event Owner does utilize the services of a Program Manager with respect to the Project, Owner shall notify Construction Contractor in writing of such decision and the Program Manager shall be deemed to be an Owner designee as referenced in Paragraph B above. Further, to the extent Construction Contractor is required to name Owner as an additional insured under any insurance policy to be maintained by Construction Contractor pursuant to the terms of the Contract Documents, Construction Contractor shall cause the Program Manager to also be named as an additional insured party under all such policies. If so designated for the Project, Program Manager shall be Owner's representative with respect to the Project, with authority to transmit instructions, receive information, and interpret and define Owner's policies and

decisions with respect to the Work. However, except as may be otherwise expressly authorized in writing by Owner, the Program Manager is not authorized on behalf of Owner to issue any verbal or written orders or instructions to Construction Contractor that would have the effect, or be interpreted to have the effect, of amending or modifying the terms or conditions of the Contract Documents or modifying or amending in any way whatever the: (1) scope or quality of Work to be performed and provided by Construction Contractor as set forth in the Contract Document; (2) the time within which Construction Contractor is obligated to complete the Work; or (3) the amount of compensation Owner is obligated or committed to pay Construction Contractor as set forth in the Contract Documents.

D. For each WORK AUTHORIZATION, Construction Contractor shall designate a Project Manager, with full authority to bind and obligate Construction Contractor on all matters arising out of or relating to the Work or the Contract Documents. Construction Contractor agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the Work and further agrees that the Project Manager shall not be removed or replaced by Construction Contractor without Owner's prior approval, which approval shall not be unreasonably withheld.

Section 4 Contract Amount

In consideration of the full and faithful performance by Construction Contractor of the covenants in this Contract, Owner agrees to pay, or cause to be paid, to Construction Contractor the amounts set forth in each WORK AUTHORIZATION (the "Contract Amount"), in accordance with the terms of this Contract. Each Work Authorization shall contain a detailed description of the work and an itemized description of the costs. Labor costs shall include hourly rates for each professional and estimated hours expended for each phase of services. All unit prices must be described by item and cost per unit.

A. Pre-Construction Phase Services For all Pre-Construction Phase Services, including, but not limited to, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with Design Professional during the various design phases, and preparing cost estimates, Construction Contractor shall receive a fixed amount set forth in each WORK AUTHORIZATION as the total lump sum compensation for its services. Monthly installment payment of the total lump sum compensation shall be based upon the percent completion of the designated portion of the Pre-Construction Services for each particular month and Owner's receipt of Construction Contractor's written invoice for such payment, said invoice to be in a form reasonably acceptable to Owner. The final invoice shall not be submitted until either (i) the WORK AUTHORIZATION is executed for the entire Work, or (ii) the parties fail to reach agreement on the WORK AUTHORIZATION and Owner elects to terminate this Contract as provided in section 4.B hereafter, whichever occurs first.

B. Construction Phase Services With respect to the Construction Phase Services to be provided by Construction Contractor hereunder, Owner shall reimburse Construction Contractor for the Cost of the Work (as that term is defined hereafter), and pay Construction Contractor a Construction Management Fee for the entire Work in a fixed amount set forth in each WORK AUTHORIZATION. The Construction Management Fee shall be Construction Contractor's total compensation for all overhead not reimbursable as Cost of the Work under Section 5.A. below, as well as Construction Contractor's total profit for Construction Phase Services. Construction Contractor agrees to provide Owner with a GMP proposal for the total sum of the Construction Management Fee plus the Cost of the Work within the time frames established by the Master Project Schedule included in each WORK AUTHORIZATION. The GMP proposal shall be based upon the previous cost estimates provided by Construction Contractor as required hereunder. Further, the proposal shall be broken down into the categories and level of detail required by Owner. Construction Contractor agrees that all of its books, records and files, with respect to its development of the GMP price proposal, shall be open to Owner for review and copying. The final GMP shall be mutually agreed upon by Owner and Construction Contractor and shall be set forth in the WORK AUTHORIZATION. Construction Contractor shall provide a detailed breakdown acceptable to Owner of its GMP proposal. For each line item in the GMP, Construction Contractor shall record on the Schedule of Values all variances and deviations between the bid amount originally submitted for that line item and the final line item price incorporated into the GMP. Construction Contractor guarantees that in no event shall the Construction Management Fee and the total Cost of the Work exceed the GMP, as the GMP may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives. In the event Construction Contractor and Owner fail to reach an agreement on the GMP, Owner may elect to terminate the Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre- Construction Phase Services earned through the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed.

Section 5 Cost of the Work

A. Costs to be Reimbursed The term Cost of the Work shall mean all costs necessarily and reasonably incurred by Construction Contractor in the proper performance of the Construction Phase Services portion of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of Owner only after Construction Contractor has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection A:

1. Labor Costs

a. Wages of construction workers directly employed by Construction Contractor to perform the construction of the Work at the Project site or, with Owner's written agreement, at off-site workshops. Costs to be reimbursed will be the actual wages paid to the individuals performing the work.

b. Wages or salaries of Construction Contractor's supervisory and administrative personnel whether stationed at the Project site or offsite, but only for that portion of their time required for the Work and only with Owner's written agreement.

c. Wages and salaries of Construction Contractor's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with Owner's written agreement as in subsection A.1.b above.

d. The parties hereby establish a maximum markup rate for employees at a multiplier of 1.5 times payroll amounts for all labor burden, including all taxes, insurance, contributions, assessments and benefits required by law and collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such markup is to apply only upon those wages and salaries included in the Cost of the Work under subsections A.1.a through A.1.c above, at the actual rates for the markup up to the maximum established herein.

2. Subcontract Costs Payments made by Construction Contractor to subcontractors in accordance with the requirements of the applicable written subcontracts.

3. Cost of Materials and Equipment Incorporated into the Completed Construction.

a. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

b. Costs of materials described in subsection A.3.a, above, in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to Owner at the completion of the Work or, at Owner's option, shall be sold by Construction Contractor; amounts

realized, if any, from such sales, shall be credited to Owner as a deduction from the Costs of the Work.

4. Costs of other materials and equipment, temporary facilities and related items.

a. Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities (including project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by Construction Contractor and only used for Owner's project, which are provided at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Contractor.

b. Rental charges, at standard industry rates for the area, for temporary facilities, machinery, equipment, and hand tools not customarily owned by Construction Contractor and only used for Owner's project at the Project site, whether rented from Construction Contractor or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Contractor or others, shall be subject to Owner's prior written approval.

c. Cost of removal and proper disposal of debris from the Project site.

d. Actual costs for reproduction, telecommunication costs specific to the project, postage and parcel delivery charges at the Project site, and reasonable petty cash expenses of the Project site office.

e. That portion of the reasonable travel and subsistence expenses of Construction Contractor's personnel assigned to the Project site, incurred while traveling outside of Volusia County area in discharge of duties connected with the Work, provided all of such expenses and charges shall be subject to the prior written approval of Owner.

5. Miscellaneous Costs

a. That portion of any separate premiums for (i) bonds directly attributable to this Contract and (ii) any additional insurance coverages which are purchased by Construction Contractor, with Owner's prior written approval, beyond the level of coverage specified herein.

b. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which Construction Contractor is liable.

c. Fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Contractor is required by the Contract Documents to pay.

d. Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Contract.

e. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

6. Other Costs Other costs incurred in the proper performance of the Work in accordance with the Construction Documents if and to the extent approved in advance in writing by Owner.

B. Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items:

1. Salaries and other compensation of Construction Contractor's personnel stationed at Construction Contractor's principal office or offices other than the Project site office, except as otherwise provided in subsection A.1.b above.

2. Expenses of Construction Contractor's principal office and offices other than the Project site office.

3. Overhead and general expenses, except as may be expressly included in subsection A above.

4. Construction Contractor's capital expenses, including interest on Construction Contractor's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in subsection A.4.b above.

6. Costs due to the fault or negligence of Construction Contractor, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

7. Any costs not specifically and expressly described in subsection A above.

8. Costs which would cause the GMP to be exceeded (as the GMP may be adjusted pursuant to the terms herein for Change Order and Construction Change Directive).

C. Discounts, Rebates and Refunds

1. Cash discounts obtained on payments made by Construction Contractor shall accrue to Owner if (i) before making the payment, Construction Contractor included them in an application for payment and received payment therefore from Owner, or (ii) Owner has deposited funds with Construction Contractor with which to make payments; otherwise, cash discounts shall accrue to Construction Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Owner, and Construction Contractor shall make provisions so that they can be secured.

2. Amounts which accrued to Owner in accordance with the provisions of subsection C.1. above shall be credited to Owner as a deduction from the Cost of the Work.

D. Deductions Due to Reduction in Actual Quantities Installed

Construction Contractor's final payment request shall include a summary of all final installed unit quantities. If any quantities installed are less than the amounts stated in the Work Authorization, the Construction Contractor shall deduct the amount for those quantities not incorporated in the work, based on their corresponding unit pricing as described in the Work Authorization.

Section 6 Bonds

A. Per City of Ormond Beach Minimum Insurance Requirements Resolution 2021-144 (and any amendments thereto), when Owner's Construction Budget as set for in each WORK AUTHORIZATION exceeds twenty five thousand dollars (\$25,000.00), Construction Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed by the Owner in the amount of 100% of the total sum of the Owner's Construction Budget for the work as set for in the WORK AUTHORIZATION, the costs of which are to be paid by Construction Contractor. Upon the request of the Contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the Contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00. Construction Contractor shall provide any required bonds within ten (10) business days after execution of a WORK AUTHORIZATION by Owner and Construction Contractor (unless a later submittal is expressly approved in writing by Owner). The

City will record the Bonds in the public records at the Contractor's expense. The Performance and Payment Bonds must comply with the following provisions and must be otherwise acceptable to Owner:

1. The Payment and Performance Bond shall list the Construction Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
2. The Payment and Performance Bond shall be executed pursuant to Section 255.05, Florida Statutes, and be in a form substantially similar to the form set forth in Section 255.05(3), Florida Statutes.
3. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
4. The payment and performance bond shall specifically provide coverage for delay damages due to a default by the Contractor.
5. In lieu of the Payment and Performance Bond, the Construction Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, Florida Statutes.
6. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Construction Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
7. The Construction Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.

Section 7 Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Contract. Contractor shall commence the Pre-Construction Phase Services portion of the Work within five (5) calendar days after execution of the WORK AUTHORIZATION for the Work, unless a later date for commencement of Pre- Construction Phase Services is established in writing by the Owner. Any Work performed by Construction Contractor prior to execution of a WORK AUTHORIZATION shall be at the sole risk of Construction Contractor. The "Construction Phase Commencement Date" shall be established in a Notice to Proceed to be issued by Owner. Construction Contractor

shall commence the Construction Phase Services portion of the Work within five (5) calendar days after the Construction Phase Commencement Date. No portion of the Work, with respect to the Construction Phase Services to be provided hereunder, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is set forth with more specificity in Paragraph B below.

B. Because the Work is to be completed in two phases, the timely completion of the first phase is critical to the timely completion of the second phase and, therefore, completion of the entire Project. Accordingly, Construction Contractor agrees to provide the Pre-Construction Phase Services in accordance with the Master Project Schedule included with each WORK AUTHORIZATION. With respect to the Construction Phase Services, the WORK AUTHORIZATION shall include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Contractor. That Substantial Completion date shall be established in terms of calendar days after the Construction Phase Commencement Date. In the event Construction Contractor and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate the Contract. In the event of any such termination, Construction Contractor shall be entitled to receive that portion of the Contract Amount attributable to the Pre-Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Construction Contractor shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose, and the Design Professional shall certify the date Substantial Completion of the Work is achieved. If Owner has designated portions of the Work to be turned over to Owner prior to Substantial Completion of the entire Work, Design Professional shall certify the date as to when Substantial Completion of such designated portions of the Work have been achieved. The entire Work shall be fully completed and ready for final acceptance by Owner within 60 calendar days after the Substantial Completion date, or within 60 calendar days after Construction Contractor's receipt of the punch list, whichever date occurs last.

C. Owner and Construction Contractor recognize that, since time is of the essence for this Contract, Owner will suffer financial loss if the Work associated with the Construction Phase is not substantially completed or finally accepted within the times specified in the WORK AUTHORIZATION, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public and the citizens of Ormond Beach,

Florida. It is hereby agreed that it is appropriate and fair that Owner receive liquidated damages from Construction Contractor, if Construction Contractor fails to achieve Substantial Completion of the Work within the required Contract Time. Should Construction Contractor fail to substantially complete the Work within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the amounts set forth in each WORK AUTHORIZATION for each calendar day thereafter until Substantial Completion is achieved. Should Construction Contractor fail to satisfy all requirements for final acceptance of the Work as described in Paragraph 22.2 of Exhibit A herein within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, the amounts set forth in each WORK AUTHORIZATION for each calendar day thereafter until the final acceptance requirements are met. Construction Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of Owner's actual damages at the time of contracting if Construction Contractor fails to substantially complete the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the laws of Florida, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. The term "business day" as used herein shall mean all days of the week excluding Saturdays, Sundays and all legal holidays observed by Owner.

Section 8 Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

Exhibit A	General Terms and Conditions
Exhibit B	Supplemental Terms and Conditions
Exhibit C	Insurance Requirements
Exhibit D	Truth-In-Negotiations Certificate
Exhibit E	Florida Public Records Law
Exhibit F	Conflict, Non-Conflict, Litigation Statement
Exhibit G	Verification of Employment Status Using E-Verify System
Exhibit H	Affidavit of Compliance - F.S. Contracting with Foreign Entities
Exhibit I	Human Trafficking Affidavit

Section 9 Notices

A. All notices required or made pursuant to this Contract by Construction Contractor to Owner shall be in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by expedited or overnight mail or package delivery,

(iii) by hand delivery to the appropriate address as herein provided, or (iv) by email with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

City of Ormond Beach
Public Works Department
c/o Utilities Manager
501 North Orchard Street
Ormond Beach, Florida 32174

B. All notices required or made pursuant to this Contract by Owner to Construction Contractor shall be made in writing and may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by expedited or overnight mail or package delivery, (iii) by hand delivery to the appropriate address as herein provided, or (iv) by email with confirmation copy to be mailed. Notices required hereunder shall be directed to the following address:

SGS Contracting Services, Inc.
25613 W US Hwy 27
High Springs, FL 32643

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 10 Modification

No modification or amendment to the Contract shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 11 Successors and Assigns

Subject to other provisions hereof, the Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Contract.

Section 12 Governing Law and Waiver of Jury Trial

The Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER

VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

See further: General Conditions, Section 13 - Claims & Disputes

Section 13 Limitation of Remedy and Liability

Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

Section 14 No Waiver

The failure of Owner to enforce at any time or for any period of time any one or more of the provisions of the Contract shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 15 Entire Agreement

Each of the parties hereto agrees and represents that the Contract comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Contract. This agreement shall also supersede and nullify all terms and conditions of purchase orders issued in conjunction with this agreement to facilitate Owner processing of payments.

Section 16 Severability

Should any provision of the Contract be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 17 Construction

Unless the context of this Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Contract refer to this Contract as a whole and not to any particular provision of this Contract, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Contract and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Contract shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

DATED this 17 day of September, 2025.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Taylor Lochert
Print Name

By: [Signature]
JASON LESLIE
Mayor

Elizabeth Walden
Elizabeth Walden
Print Name

Attest: [Signature]
JOYCE A. SHANAHAN
City Manager

DATED this 21 day of August, 2025.

Witnesses:

SGS CONTRACTING SERVICES, INC.

[Signature]
Matthew Hollingsworth
Print Name

By: [Signature]
SETH SIMMONS
Print Name
PRESIDENT
Title

[Signature]
TIMOTHY N. JONES
Print Name

Attest: [Signature]
Michelle Montgomery
Print Name
Secretary
Title

EXHIBIT A
GENERAL TERMS AND CONDITIONS

TABLE OF CONTENTS

1.	INTENT OF CONTRACT DOCUMENTS	A-1
2.	INVESTIGATION AND UTILITIES.....	A-2
3.	SCHEDULE	A-3
4.	PROGRESS PAYMENTS.....	A-3
5.	PAYMENTS WITHHELD	A-5
6.	FINAL PAYMENT	A-5
7.	SUBMITTALS AND SUBSTITUTIONS.....	A-6
8.	PRE-CONSTRUCTION PHASE SERVICES	A-8
9.	CONSTRUCTION PHASE SERVICES.....	A-9
10.	DAILY REPORTS, RECORD CONTRACT DOCUMENTS & MEETINGS...	A-13
11.	CONTRACT TIME AND TIME EXTENSIONS	A-14
12.	CHANGES IN THE WORK	A-15
13.	CLAIMS AND DISPUTES	A-17
14.	OTHER WORK.....	A-18
15.	INSURANCE.....	A-19
16.	INDEMNIFICATION	A-21
17.	CLEANUP AND PROTECTIONS	A-21
18.	ASSIGNMENT	A-22
19.	PERMITS, LICENSES AND TAXES.....	A-22
20.	TERMINATION FOR DEFAULT	A-23
21.	TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION	A-25
22.	COMPLETION.....	A-25
23.	WARRANTY	A-27
24.	TESTS AND INSPECTIONS	A-28
25.	DEFECTIVE WORK.....	A-29
26.	SUPERVISION AND CONTRACTOR'S REPRESENTATIVE	A-31
27.	PROTECTION OF WORK	A-32
28.	EMERGENCIES	A-32
29.	USE OF PREMISES.....	A-33
30.	SAFETY	A-33
31.	PROJECT MEETINGS	A-35
32.	MATERIAL SAFETY DATA SHEET.....	A-35
33.	AUDITING RIGHTS AND PUBLIC RECORDS.....	A-35
34.	COMPLIANCE WITH LAWS.....	A-36
35.	SUBCONTRACTS	A-36
36.	MARKET ANALYSIS AND SOLICITATION OF BIDS.....	A-39
37.	SECURING AGREEMENT	A-40
38.	PUBLIC ENTITY CRIMES	A-41
39.	EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION	A-41
40.	CHANGED CONDITIONS	A-42

1. INTENT OF CONTRACT DOCUMENTS

1.1 It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. If the Contract Documents include words or terms that have a generally accepted technical or industry meaning, then such words or terms shall be interpreted to have such standard meaning unless otherwise expressly noted in the Contract Documents. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein. Provided, however, in the event the standard specification, manual, code, law or regulation is changed after the WORK AUTHORIZATION has been executed by the parties, Construction Contractor shall be entitled to a Change Order equitably adjusting the Contract Amount and/or Contract Time to the extent such change materially impacts the Contract Time and/or Contract Amount.

1.2 If during the performance of the Work, Construction Contractor discovers a conflict, error or discrepancy in the Contract Documents, Construction Contractor immediately shall report same to Design Professional in writing, and before proceeding with the Work affected thereby, shall obtain a written interpretation or clarification from Design Professional. Prior to commencing each portion of the Work, Construction Contractor shall first take all necessary field measurements and verify the applicable field conditions. After taking such measurements and verifying such conditions, Construction Contractor shall carefully compare such measurements and conditions with the requirements of the Contract Documents, taking into consideration all other relevant information known to Construction Contractor, for the purpose of identifying and bringing to Owner's attention all conflicts or discrepancies with the Contract Documents.

1.3 Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Construction Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon Construction Contractor, as determined by Owner. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES

2.1 Construction Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, legal disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Construction Contractor to acquaint itself with any applicable conditions shall not relieve Construction Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2 Construction Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Construction Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Construction Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Construction Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

2.3 If during the performance of the Work, Construction Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Construction Contractor is legally liable, causes a disruption to any Utilities service to other facilities or customers within the Project area, Construction Contractor shall take all actions necessary and required to immediately restore such Utilities service. If Construction Contractor fails to take such immediate actions Owner shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by Owner as a result thereof shall be reimbursed to Owner by Construction Contractor within five (5) business days of written demand for same from Owner.

2.4 Construction Contractor shall be required to "hand dig" and expose all existing utilities at appropriate intervals including telephone, wireless, cable, gas lines, reclaimed water, water mains, force mains or other underground utilities a minimum of 48 hours in advance of the pipe laying or excavation.

3. SCHEDULE

3.1 Owner shall provide and maintain an overall milestone schedule for the Project which not only includes the Pre-Construction Phase and Construction Phase Services to be provided by Construction Contractor hereunder, but also shall include Design Professional's performance schedules (Master Project Schedule, included with each WORK AUTHORIZATION). The Master Project Schedule may be updated from time to time as required by the Owner.

3.2 For each WORK AUTHORIZATION, Construction Contractor shall prepare and provide the various schedules set forth in Exhibit B to the Agreement. Said schedules shall incorporate the milestones in the Master Project Schedule, and shall be updated by Construction Contractor monthly, or as often as is specified in Exhibit B to the Agreement. Construction Contractor's submittal of satisfactory schedules and updates thereto and Owner's acceptance of same shall be a condition precedent to Owner's obligation to pay Construction Contractor.

4. PROGRESS PAYMENTS

4.1 Construction Contractor's monthly Applications for Payment shall be in such form and contain such detail and backup as Owner reasonably may require. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Pre-Construction Phase Commencement Date.

4.2 At the time it submits its first monthly Application for Payment to Owner following GMP approval, Construction Contractor also shall submit to Owner and Design Professional, for their review, an updated Schedule of Values based upon the GMP proposal; in a format prescribed by the Owner, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated GMP amount and as approved by Owner, shall be used as the basis for Construction Contractor's monthly Applications for Payment thereafter. This revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Design Professional along with a completed and notarized copy of the Application for Payment form prescribed by the Owner.

4.3 If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, all of which shall be subject to Owner's satisfaction. Owner has the discretion whether or not to pay for such unincorporated materials.

4.4 Construction Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional each month for Work

performed during the previous month, not less than five (5) business days prior to the deadline for submission identified in the Owner's published payment processing schedule. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Invoices received after each month's deadline shall be considered for payment as part of the next month's application. Within five (5) business days after receipt of each Application for Payment, Design Professional shall submit to Owner a Certificate for Payment in the amount recommended by Design Professional as being due and owing Construction Contractor. Owner shall pay Construction Contractor that portion of Design Professional's Certificate for Payment which Owner approves as being due and owing Construction Contractor in accordance with the Owner's published payment processing schedule.

4.5 Owner shall retain ten percent (10%) of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment, until fifty percent completion of the Work. Upon fifty percent completion of the Work, the amount of retainage thereafter withheld by Owner from subsequent payment shall be reduced to 5% of that portion of the gross amount (less reimbursable items) of each monthly payment request certified by Design Professional and approved by Owner for payment unless Construction Contractor has elected to withhold a higher amount from subcontractors as allowed by law, in which case the higher amount shall be retained by Owner. Upon achieving fifty percent (50%) completion of the Work, and when requested by the Contractor, the Owner may release half of the amount previously retained. Owner reserves the right, at its sole discretion, to further reduce the amounts retained on any subsequent monthly payment request prior to final payment. Provided, however, nothing in this Section 4.5 shall preclude or limit the Owner's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law.

4.6 When requested by the Contractor, the Owner may authorize final payment to subcontractors who have satisfactorily completed their respective portion of the Work, provided that such Work has been accepted by the Contractor and the Design Professional as complete, and provided that the necessary releases, lien wavers and surety consents have been provided. Such payments shall not diminish or qualify the contractor's obligation to complete the Work within the Contract Time.

4.7 Contractor shall pay its Subcontractors for all work satisfactorily completed on the Project, regardless of any other debts, claims or back-charges that may be owed by Subcontractors to Contractor on other projects. Provided the Subcontractor has satisfactorily performed its work on the Project, Contractor shall not be entitled to use funds otherwise due the Subcontractor from one project as a set off against claims, debts or back-charges that may be owed by Subcontractor to Contractor on other construction projects.

4.8 Monthly payments to Construction Contractor shall in no way imply approval or acceptance of Construction Contractor's work.

4.9 Each Application for Payment shall be accompanied by a Release and Affidavit, in the form prescribed by the Owner showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. Owner shall not be required to make payment until and unless the affidavit is furnished by Construction Contractor. Further, if Construction Contractor is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which Owner has paid Construction Contractor, Construction Contractor agrees to refund such money to Owner.

5. PAYMENTS WITHHELD

5.1 Design Professional shall review each Application for Payment submitted by Construction Contractor and shall make recommendations to Owner as to the proper amounts, if any, which may be owed Construction Contractor under the Application for Payment. Design Professional's payment recommendation shall be evidenced by a Certificate for Payment issued by Design Professional to Owner. All Certificates for Payment are subject to Owner's review and approval. Both Design Professional and Owner shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Contractor in an Application for Payment, or rescind any amount previously certified and approved in a Certificate for Payment, and Owner may withhold any payments otherwise due Construction Contractor under this Contract or any other agreement between Owner and Construction Contractor, to the extent it is reasonably necessary, to protect Owner from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against Owner attributable to the fault or neglect of Construction Contractor; (c) Construction Contractor's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Contractor's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Contractor. Owner shall have the right, but not the obligation, to take any corrective action Owner deems appropriate to cure any of the above noted items, at Construction Contractor's expense, if such items are not cured by Construction Contractor to Owner's reasonable satisfaction within five (5) days after Construction Contractor's receipt of written notice from Owner.

6. FINAL PAYMENT

6.1 Owner shall make final payment to Construction Contractor within sixty (60) calendar days after the Work is finally accepted by Owner in accordance with

Paragraph 22.2 herein, provided that Construction Contractor first, and as an explicit condition precedent to the accrual of Construction Contractor's right to final payment, shall have furnished Owner with the following:

6.1.1 a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit prescribed by the Owner as of the date of this agreement;

6.1.2 a duly executed copy of the surety's consent to final payment;

6.1.3 evidence of payment to all subcontractors and suppliers in a form and containing such detail as may be required by Owner;

6.1.4 an accounting in a form acceptable to Owner of the use of funds allocated for General Condition work items;

6.1.5 such other documentation that may be required by the Contract Documents or Owner.

6.2 Construction Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Contractor against Owner arising out of this Contract pursuant to the WORK AUTHORIZATION or otherwise relating to the Project for which final payment is made, except those identified in writing by Construction Contractor as unsettled in the final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Construction Contractor hereunder or to the recovery of damages for defective Work not discovered by Owner or Design Professional at the time of final inspection, and/or payment.

7. SUBMITTALS AND SUBSTITUTIONS

7.1 Construction Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Construction Contractor shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to Design Professional for review and action. Design Professional will transmit them back to Construction Contractor who will then issue the submittals to the affected subcontractor for fabrication or revision. Construction Contractor shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. Construction Contractor shall request Design Professional to make interpretations of the drawings or specifications requested of it by the subcontractors. Construction Contractor shall advise Design Professional in writing which submittals or requests for clarification have the greatest urgency; the

purpose being to enable Design Professional to prioritize requests coming from Construction Contractor. Construction Contractor shall advise Owner and Design Professional in writing when timely response is not occurring on any of the above.

7.2 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner and Design Professional if sufficient information is submitted by Construction Contractor to allow Owner and Design Professional to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Construction Contractor. All such requests, to the extent possible, should be submitted by Construction Contractor to Design Professional prior to the setting of the GMP.

7.3 If Construction Contractor wishes to furnish or use a substitute item of material or equipment, Construction Contractor shall make application to Design Professional for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Design Professional in evaluating the proposed substitute. Design Professional may require Construction Contractor to furnish at Construction Contractor's expense additional data about the proposed substitute.

7.4 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Construction Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional, if Construction Contractor submits sufficient information to allow Design Professional to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Design Professional shall be the same as those provided herein for substitute materials and equipment.

7.5 Design Professional shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional and Owner shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without Owner's and Design Professional's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. Owner may require Construction Contractor to furnish at Construction Contractor's expense a special performance guarantee or other surety with respect to any substitute. If Owner rejects the proposed substitute, at Owner's discretion, Owner may require Construction Contractor to reimburse Owner for the charges of Design Professional and Design Professional's consultants for evaluating the proposed substitute.

8. PRE-CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following review and commentary services, in addition to any other Pre-Construction Phase Services required by the terms of this Contract:

8.1 Review, Recommendations and Warranty: Construction Contractor shall familiarize itself thoroughly with the evolving civil, electrical and structural plans and specifications and shall follow the development of design from Schematic Pre-Construction Phase through Construction Documents Phase (as those phases are defined in the Design Agreement and as the timing of the WORK AUTHORIZATION allows). Construction Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Design Professional and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed and early completion of the Work. Construction Contractor shall furnish pertinent information as to the availability of materials and labor that will be required. Construction Contractor shall submit to Owner and Design Professional such comments as may be appropriate concerning construction feasibility and practicality. Construction Contractor shall call to Owner's and Design Professional's attention any defects in the design, drawings and specifications or other documents of which it is aware. Construction Contractor shall prepare estimates of the construction cost utilizing the unit quantity survey method in a format prescribed by the Owner.

8.2 Review Reports: Within ten business (10) days after receiving the documents produced by Design Professional, Construction Contractor shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 8.1 above and on factors set out in Paragraphs 8.3 and 8.4 below. Within the same ten (10) day period, Construction Contractor shall submit to Owner, with copies to Design Professional, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Construction Contractor may deem appropriate, and all actions taken by Design Professional with respect to same, any comments Construction Contractor may deem to be appropriate with

respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

AT THE TIME THE GMP IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE WORK AUTHORIZATION, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE. FURTHER, THE CONSTRUCTION CONTRACTOR SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME.

8.3 Long Lead Procurement: Construction Contractor shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with Design Professional concerning same. When each item is identified, Construction Contractor shall notify prospective subcontractors, Owner and Design Professional of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Construction Contractor shall keep itself informed of the progress of the respective subcontractors or suppliers manufacturing or fabricating such items, and revise the Construction Schedule when required as a result of delays in delivery. Delays in delivery time for long lead procurement items will not entitle Construction Contractor to a time extension for completion of the Project.

8.4 Interfacing:

8.4.1 Construction Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and are sequenced to maintain completion of all Work on schedule.

8.4.2 Without assuming any design responsibilities of Design Professional, Construction Contractor shall include in the reports required under Paragraph 8.2 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Professional may arrange for necessary corrections.

9. CONSTRUCTION PHASE SERVICES

Construction Contractor shall provide the following services in addition to any other Construction Phase Services required by the terms of this Contract:

9.1 Construction Contractor shall arrange for all job-site facilities as required by Owner and necessary to enable Construction Contractor and Design Professional to

perform their respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the establishment of the GMP.

9.1.1 Tangible personal property, otherwise referred to as job-site facilities, include, but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Work. The method of acquiring such job-site facilities shall be evaluated based on their cost over the life of the Project. Construction Contractor shall present its evaluation with recommendation to Owner for approval.

9.1.2 When Construction Contractor wishes to supply job-site facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in subparagraph 9.1.1 above. If leasing is found to be the least expensive approach, then it may lease such job-site facilities from its own equipment pool at a price not greater than the lowest of three (3) lease proposals obtained by Construction Contractor.

9.1.3 For all such job-site facilities purchased, which may become the property of Owner at the conclusion of the Work, Construction Contractor shall maintain ownership responsibilities of such facilities until final acceptance of the Work. Reimbursement for cost of such equipment will be made at the conclusion of the Work at the documented purchase price. At that time, Construction Contractor shall provide Owner with a complete inventory for each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number and condition. Where said equipment has a title, said title shall be properly transferred to Owner or to its designee.

9.1.4 Construction Contractor is responsible for proper care and maintenance of all equipment while in its control. At the time of transfer to Owner, Owner may refuse acceptance of the equipment if Owner determines, in its sole discretion, that the equipment has not been properly cared for by Construction Contractor or that such acquisition would not otherwise be in the best interest of Owner. In such event, Construction Contractor will be reimbursed for such item in accordance with Section 5 of the Agreement.

9.2 Construction Contractor's administration of the Work shall include the following:

9.2.1 Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

9.2.2 Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

9.2.3 Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

9.2.4 Provide labor relations management for a harmonious, productive Project.

9.3 Construction Contractor also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

9.3.1 Job Meetings: Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Construction Contractor shall arrange and conduct regular monthly Project status meetings with Design Professional and Owner. Construction Contractor shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Construction Contractor shall identify the party or parties responsible for following up on any problems, delay items or questions, and Construction Contractor shall note the action to be taken by such party or parties. Construction Contractor shall revisit each pending item at each subsequent meeting until resolution is achieved.

9.3.2 Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Design Professional of such submittals for action, and closely monitor their review process.

9.3.3 Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for Construction Contractor and all subcontractors and maintain a material and equipment expediting log.

9.3.4 Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

9.3.5 Document Interpretation: Refer all questions for interpretation of the Contract Documents to Design Professional in writing.

9.3.6 Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner and Design Professional, including information on subcontractors' Work, and the percentage of completion. Keep

a daily log available to Owner, Design Professional, and any permitting authority inspectors.

9.3.7 Subcontractors Progress: Prepare periodic punch lists for the Work, including work of subcontractors', identifying unsatisfactory or incomplete items and schedules for their completion.

9.3.8 Substantial Completion: Pursuant to the provisions of Paragraph 22.1 of these General Terms and Conditions, ascertain when the Work or designated portions thereof are ready for Design Professional's Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Construction Contractor and reviewed and supplemented by Design Professional, prepare a schedule for their completion indicating completion dates for Owner's review.

9.3.9 Final Completion: Monitor the completion of the Work and provide notice to Owner and Design Professional when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner, through Design Professional, all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books.

9.3.10 Start-Up: With Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing.

9.3.11 Record Drawings: Pursuant to the terms of Paragraph 10.2 hereafter, Construction Contractor shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Construction Contractor into the final record drawings.

9.4 Construction Contractor shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records. The Project files and records shall be available at all times to Owner and Design Professional or their designees for reference, review or copying.

9.5 Construction Contractor shall provide the following services with respect to the Work, to facilitate the smooth, successful and timely completion of the Project:

9.5.1 Construction Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to Owner in such a manner as to promote their usability. Construction Contractor shall provide Owner's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training may

be video taped by Owner for subsequent presentation to Owner's operations and maintenance personnel.

9.5.2 Construction Contractor shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.

10. DAILY REPORTS, RECORD CONTRACT DOCUMENTS AND MEETINGS

10.1 Construction Contractor shall prepare, maintain and submit to Design Professional and Owner, for their review and approval, the various logs, reports, and schedules set forth in Exhibit B to the Agreement. Construction Contractor's complete performance of its obligation to prepare, maintain and submit those logs, reports, and schedules is a condition precedent to Owner's obligation hereunder to make any payments to Construction Contractor. These logs, reports and schedules shall not constitute nor take the place of any notice required to be given by Construction Contractor to Owner or Design Professional pursuant to the Contract Documents.

10.2 Construction Contractor shall maintain in a safe place at the Project site one record copy and one permit set of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Design Professional, in good order and annotated to show all changes made during construction. The record Contract Documents shall be continuously updated by Construction Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Contractor shall certify the accuracy of the updated record Contract Documents. As a condition precedent to Owner's obligation to pay Construction Contractor, Construction Contractor shall provide evidence, satisfactory to Owner and Design Professional, that Construction Contractor is fulfilling its obligation to continuously update the record Contract Documents. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Owner and Design Professional for reference. Upon completion of the Work and as a condition precedent to Construction Contractor's entitlement to final payment, the record Contract Documents shall be delivered to Design Professional by Construction Contractor for Owner.

10.3 Construction Contractor shall advise Owner, its representatives and Design Professional of their requested or required participation in any meeting or inspection giving each written notice at least 48 hours prior to the meeting or inspection.

11. CONTRACT TIME AND TIME EXTENSIONS

11.1 Construction Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Construction Contractor or anyone for whom Construction Contractor is liable. Unless expressly noted otherwise in the Contract Documents, Construction Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Section 14 herein.

11.2 Should Construction Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, unusually severe weather conditions by comparison with the ten-year Volusia County, Florida, average not reasonably anticipatable, Construction Contractor shall notify Owner and Design Professional in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Contractor may have had to request a time extension.

11.2.1 Owner shall have the right, at any time, whether or not Construction Contractor is behind schedule, to order Construction Contractor to accelerate its Work. In the event that Owner orders Construction Contractor to accelerate its Work and Construction Contractor (i) is not behind schedule and (ii) believes that acceleration will increase the cost of performance, Construction Contractor, shall be required to submit a Claim for increase pursuant to Section 13 of this Agreement. Any such claim shall be based exclusively and solely on actual and direct increased field costs associated with the acceleration.

11.3 If Construction Contractor encounters on the Project site any materials reasonably believed by Construction Contractor to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Construction Contractor immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by Construction Contractor or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time

and Construction Contractor shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material.

11.4 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which Owner and Design Professional may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any rights to damages or additional compensation from Owner unless specifically provided for in this paragraph. If the Contractor is delayed at any time in the progress of the work due to causes outside of its control, or the control of its subcontractors or suppliers, the Construction Contractor may submit a change order requesting an extension of the Contract Time in accordance with the procedure established in this agreement. The Construction Contractor warrants by execution of the Contract that the Construction Contractor has accounted for and anticipated foreseeable delays and that the work can be completed within the Contract Time. Any delay shall be deemed to be the fault of Contractor, unless a change in the Contract Time for the delay has been approved through a Change Order. Any extension of the Contract Time shall be net of any foreseeable delays or other delays attributable to the Contractor. No extension of the Contract Time shall increase the Contract Sum unless and until the Construction Contractor demonstrates to the satisfaction of the Owner that the Substantial Completion will be delayed beyond a date selected for Substantial Completion in this Contract. For each day Substantial Completion is so delayed as a result of an approved extension of the Contract Time, on grounds other than adverse weather conditions, Construction Contractor shall be entitled to a proportional increase in the allowance for general conditions and the corresponding increase in the Contract Sum, but no more. Construction Contractor agrees and warrants that it waives all other damages or costs that it may incur as a result of delay to its performance other than specifically set forth in this paragraph. The Contract Sum shall not be increased as a result of extension of the Contract Time to the extent the extension of time results from adverse weather conditions or any other cause outside the control of the Owner.

12. CHANGES IN THE WORK

12.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, but in no event more than fourteen (14) days after its receipt of such notification (unless Owner has agreed in writing to a longer period of time), Construction Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by Design Professional that will not result in an increase in compensation or adjustment to the Contract Time, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Construction Contractor for any increased compensation or adjustment to the Contract Time without such written order. NO OFFICER, EMPLOYEE OR AGENT OF OWNER IS AUTHORIZED TO DIRECT ANY EXTRA OR CHANGED WORK ORALLY.

12.2 A Change Order shall be prepared by Construction Contractor, reviewed by Design Professional and Owner, and executed promptly by the parties after an agreement is reached between Construction Contractor and Owner concerning the requested changes. Construction Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Construction Contractor shall mutually agree.

12.3 If Owner and Construction Contractor are unable to agree on a Change Order for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

12.4 In the event a requested change is approved by Owner which results in either an increase or decrease to the Contract Amount, a Change Order shall be issued which increases or decreases the GMP by the amount of Construction Contractor's actual and reasonable direct Cost of the Work (including bond premiums).

12.5 Notwithstanding any provision herein to the contrary, the amounts for combined overhead and profit for Change Orders and Construction Change Directives are as follows:

1. For the Contractor, for Work performed by the Contractor's own forces or increases in any bond premiums; a percentage of the cost equal to that used to establish the Construction Contractor's fee.
2. For the Contractor, for Work performed by the Contractor's Subcontractor; a percentage of the amount due the Subcontractor equal to that used to establish the Construction Contractor's fee.
3. For each Subcontractor or Sub-subcontractors involved, the Work performed by that Subcontractor or Sub-subcontractor's own forces; ten percent (10%) of the cost.
4. For each Subcontractor, the Work performed by the Subcontractor's Sub-subcontractor's; five percent (5%) of the amount due the Sub-subcontractor.
5. No further tiering of the Sub-subcontractors will be allowed mark-up for overhead and profit.
6. Cost to which overhead and profit is to be applied shall be determined in accordance with Section 5 of this Agreement.
7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accomplished by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the

manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

12.6 Owner shall have the right to conduct an audit of Construction Contractor's books and records, as well as those of its subcontractors and suppliers, to verify the accuracy of Construction Contractor's claim with respect to Construction Contractor's costs associated with any Change Order or Construction Change Directive.

12.7 Design Professional may direct Construction Contractor to make nonmaterial changes to the Work, so long as such changes do not require or result in any adjustment to the Contract Amount, Contract Time or Project quality, and are generally within the scope of the Work. All such changes must be evidenced by a written order from Design Professional to Construction Contractor, with a copy to Owner. Construction Contractor shall comply with all such orders.

12.8 When the GMP includes an Owner's Contingency Allowance, changes in the work may be authorized as a Contingency Adjustment. The procedures for Contingency Adjustments are the same as for Change Orders and Construction Change Directives, except that no increase or decrease to the GMP results. Costs for Contingency Adjustments shall not include amounts for Contractor's overhead and profit or adjustments to the Contractor's fee. If Owner and Construction Contractor are unable to agree on a Contingency Adjustment for the requested change, Construction Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Construction Change Directive. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Construction Contractor disagrees with Owner's adjustment determination, Construction Contractor must make a claim pursuant to Section 13 of these General Conditions or else be deemed to have waived any claim it might otherwise have had on that matter.

13. CLAIMS AND DISPUTES

13.1 The term "Claim" as used herein shall mean any and all demands made by one party hereunder against the other party, whether such demand be for money, time or the assertion of any right or obligation that arises out of the Contract Documents.

13.2 Initial notice of Claims by Construction Contractor shall be made in writing to Owner and Design Professional within fourteen (14) calendar days after the first day of the event giving rise to such Claim or else Construction Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to Owner and Design Professional within thirty (30) calendar days after the occurrence of the event, unless Owner grants additional time in writing, or else Construction Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with the provisions of Paragraph 12.5 hereof.

13.3 Construction Contractor shall proceed diligently with its performance as directed by Owner, regardless of any pending Claim, unless otherwise agreed to by Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

13.4 Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

13.5 Any litigation between Owner and Construction Contractor (which term for the purposes of this subparagraph shall include Construction Contractor's surety), whether arising out of any Claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Owner and Construction Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Venue of any such litigation between Owner and Construction Contractor shall lie and be only in the appropriate State courts of the State of Florida's Seventh Judicial Circuit in and for Volusia County, Florida. Construction Contractor consents and submits to the jurisdiction of any such court and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

14. OTHER WORK

14.1 Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Construction Contractor prior to starting any such other work. If Construction Contractor believes that such performance will involve additional expense to Construction Contractor or require additional time, Construction Contractor shall send written notice of that fact to Owner and Design Professional within seven (7) calendar days of being notified of the other work. If Construction Contractor fails to send the above required seven (7) calendar days' notice, Construction Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

14.2 Construction Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional

work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Construction Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Construction Contractor shall be responsible for all damage to the work of others caused by the performance of its Work. Further, Construction Contractor shall not in any way cut or alter the work of others without first receiving the written consent of that other person and Design Professional.

14.3 If any part of Construction Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or Owner), Construction Contractor shall inspect and promptly report to Design Professional in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Such report must be made within seven (7) calendar days of the time Construction Contractor first became aware of the delay, defect or deficiency or by the scheduled commencement of Construction Contractor's dependent Work, whichever occurs first. Construction Contractor's failure to report within the allotted time will constitute an acceptance of the other work as fit and proper for integration with Construction Contractor's Work.

15. INSURANCE

15.1 During the term of this Agreement Construction Contractor shall provide, pay for, and maintain, with companies satisfactory to Owner, the types of insurance described on Exhibit C and as described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. Simultaneously with the execution and delivery of each WORK AUTHORIZATION by Construction Contractor and prior to execution of the Work, Construction Contractor has delivered to Owner properly executed Certificates of Insurance, using the standard Accord form, evidencing the fact that Construction Contractor has acquired and put in place the insurance coverages and limits required hereunder. In addition, certified, true and exact copies of all insurance policies required shall be provided to Owner, on a timely basis, if requested by Owner. These Certificates and policies shall contain provisions that thirty (30) days written notice by registered or certified mail shall be give Owner of any cancellation, intent not to renew (except for non-payment of premium which shall be ten (10) days), or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions. Construction Contractor shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverages or limits received by Construction Contractor from its insurers, and nothing contained herein shall relieve Construction Contractor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by it hereunder, Construction Contractor shall immediately take steps to have the aggregate limit reinstated. All insurance coverages of Construction Contractor shall

be primary to any insurance or self-insurance program carried by Owner applicable to the Project.

15.2 All insurance coverages of Construction Contractor shall be primary to any insurance or self-insurance program carried by Owner applicable to this Project, and the "Other Insurance" provisions of any policies obtained by Construction Contractor shall not apply to any insurance or self-insurance program carried by Owner applicable to the Project.

15.3 The acceptance by Owner of any Certificate of Insurance for the Project evidencing the insurance coverages and limits required in this Agreement does not constitute approval or agreement by Owner that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

15.4 Before starting and until completion of all services required pursuant to each WORK AUTHORIZATION, Construction Contractor shall procure and maintain insurance of the types and to the limits specified in Exhibit C, "Insurance Requirements", which is attached hereto and made a part hereof. Construction Contractor shall require each of its subcontractors to procure and maintain, until the completion of that subcontractor's services, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirement for the subcontractor is expressly waived in writing by Owner. It is the Contractor's explicit responsibility to ensure all subconsultant(s) and/or subcontractor(s) comply with these insurance requirements.

15.5 If any insurance provided pursuant to this Agreement expires prior to the completion of the services required hereunder, renewal Certificates of Insurance and, if requested by Owner, certified, true copies of the renewal policies, shall be furnished to Owner fifteen (15) days prior to the date of expiration.

15.6 Should at any time Construction Contractor not maintain the insurance coverages required in this Agreement, Owner may cancel the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge Construction Contractor for such coverages purchased. If Construction Contractor fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due Construction Contractor under this Agreement. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of Owner to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

15.7 Construction Contractor, its subconsultants and Owner shall waive all rights against each other for damages covered by insurance to the extent insurance proceeds are paid and received by Owner, except such rights as they may have to the proceeds of such insurance held by any of them.

15.8 All insurance companies from whom Construction Contractor obtains the insurance policies required hereunder must meet the minimum requirements provided by City of Ormond Beach Resolution.

16. INDEMNIFICATION

16.1 To the maximum extent permitted by Florida law, Construction Contractor shall defend, indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Construction Contractor or from personal injury, property damage, direct or indirect damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Construction Contractor or anyone employed or utilized by the Construction Contractor in the performance of this Agreement.

16.2 The duty to defend under this Article 16 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Construction Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Construction Contractor. Construction Contractor's obligation to indemnify and defend under this Article 16 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

17. CLEANUP AND PROTECTIONS

17.1 Construction Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Contractor fails to keep the Project site clean, Owner has the right, after providing a twenty-four (24) hour written notice, to perform any required clean up and to back charge Construction Contractor for the costs of such clean up. At the completion of the Work, Construction Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean.

17.2 Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Contractor to condition at least equal to that existing at the time of Construction Contractor's commencement of the Work.

18. ASSIGNMENT

18.1 Construction Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of Owner. If Construction Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Construction Contractor all of the obligations and responsibilities that Construction Contractor has assumed toward Owner.

19. PERMITS, LICENSES AND TAXES

19.1 All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Construction Contractor. Permits and licenses to be acquired by Construction Contractor with the assistance of Design Professional include, but are not limited to, building, site, and utility permits, as well as all Health Department permits required for the construction or relocation of water and/or sanitary sewer lines and facilities, to the extent such water and/or sewer work is included in this Contract. If Construction Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Construction Contractor shall bear all costs arising therefrom. All costs incurred by Construction Contractor with respect to performing its obligations under this Paragraph 19.1 shall be considered a direct cost item and shall be considered reimbursable as Cost of the Work as provided for in the Agreement. Owner shall fully cooperate with Construction Contractor where necessary. Construction Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

19.2 Construction Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Additionally, Construction Contractor shall comply with and fully implement the sales tax savings program with respect to the Work, as set forth below in Paragraph 19.3.

19.3 OWNER DIRECT PURCHASE

19.3.1 Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project, Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Construction Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order to maximize cost savings for the Project. Unless directed otherwise in writing by Owner, Construction Contractor shall prepare requisitions to vendors selected by Construction Contractor for all purchases of materials and equipment exceeding five thousand dollars (\$5,000), for execution by Owner. Construction Contractor shall allow two weeks for execution of all such purchase orders by Owner, except that Owner is under no obligation to execute purchase orders unless and until Construction Contractor has processed

deductive Change Orders in amounts equal to or exceeding the cumulative total of purchases executed or requested. Prior to its first application for payment and processing of any requisitions by Owner, Construction Contractor will process one (1) deductive Change Order under the Agreement for the entire estimated amount of Owner Direct Purchases, inclusive of sales taxes. Should at any time the cumulative amount of requisitions requested by Construction Contractor exceed the amount of deductive Change Orders previously processed, an additional deductive Change Order shall be required prior to the processing of additional requisitions. Prior to the final payment, a final reconciliation of the Owner Direct Purchases will be performed and such deductive Change Order will be prepared for the Owner's review and approval.

19.3.2 With respect to all direct purchases by Owner, Construction Contractor shall remain responsible for coordinating, ordering, inspecting, accepting delivery, storing, handling, installing, warranting and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Construction Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant this section shall be included within and covered to the same extent as all other warranties provided by Construction Contractor pursuant to the terms of the Contract Documents. Owner shall assign to Construction Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner.

20. TERMINATION FOR DEFAULT

20.1 Construction Contractor shall be considered in material default of the Contract and such default shall be considered cause for Owner to terminate the Contract, in whole or in part, as further set forth in this Article, if Construction Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as provided for in the Contract Documents; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work contrary to the requirements of the Contract; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) fails to promptly pay its subcontractors and suppliers; or (11) materially breaches any other provision of the Contract Documents.

20.2 If Owner determines that Construction Contractor is in default under this Contract, Owner shall notify Construction Contractor in writing of Construction Contractor's default(s). If Owner determines that Construction Contractor has not

remedied and cured the default(s) or established a mutually agreeable plan with the Owner to cure the default(s) within seven (7) calendar days following receipt by Construction Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against Construction Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Construction Contractor's right to proceed under the Contract, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Construction Contractor, take assignments of any of Construction Contractor's subcontracts and purchase orders that Owner may designate, and complete all or any portion of Construction Contractor's Work by whatever means, method or agency which Owner, in its sole discretion, may choose. In making either the initial determination that Construction Contractor is in default under this Contract or the subsequent determination that Construction Contractor has failed to satisfactorily cure its default, Owner may rely solely upon Design Professional's certification to Owner that in Design Professional's opinion Construction Contractor is in default or has failed to satisfactorily cure its default.

20.3 If Owner deems any of the foregoing remedies necessary, Construction Contractor agrees that it shall not be entitled to receive any further payments until after the Work is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Design Professional and attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the unpaid balance of the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Construction Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by Owner to complete the Work, Construction Contractor shall not be entitled to any portion of such excess, except for the unpaid portion of the Construction Management Fee earned and the Cost of Work incurred prior to Construction Contractor's right to continue performance under this Contract being terminated. Any amounts to be paid to Owner by Construction Contractor pursuant to this Paragraph 20.3 shall be certified by Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

20.4 The liability of Construction Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder. Further, in the event Owner has exercised its right to terminate due to Construction Contractor's default,

Construction Contractor shall be prohibited from bidding or otherwise seeking additional work from Owner in accordance with Owner's then current debarment policy.

20.5 If, after notice of termination of Construction Contractor's right to proceed pursuant to this Article, it is determined for any reason that Construction Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Construction Contractor provided herein, then such termination shall be deemed a termination for Owner's convenience and Construction Contractor's remedies against Owner shall be the same as and limited to those afforded Construction Contractor under Paragraph 21.1 below.

21. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

21.1 Owner shall have the right to terminate this Contract or individual WORK AUTHORIZATION without cause upon seven (7) calendar days written notice to Construction Contractor. In the event of such termination for convenience, Construction Contractor's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Construction Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

21.2 Owner shall have the right to suspend all or any portions of the Work upon giving Construction Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Construction Contractor's sole and exclusive remedy shall be to seek an extension to the Contract Time in accordance with the procedures set forth in the Contract Documents. In no event shall Construction Contractor be entitled to any additional compensation or damages except as otherwise expressly provided for in the Contract Documents. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, Construction Contractor shall have the right to terminate the Contract with respect to that portion of the Work which is subject to the ordered suspension.

22. COMPLETION

22.1 When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Construction Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Said written notice from Construction Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Construction Contractor. Within a reasonable time thereafter, Owner, Construction Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of

completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Construction Contractor in writing giving the reasons therefore. In such case, Construction Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Construction Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Contractor and include a final punch list of items to be completed or corrected by Construction Contractor before final payment. Such final punch list shall be in compliance with the Contract Documents and all applicable laws. Accordingly, Design Professional shall provide the final punch list to Construction Contractor within seven calendar days after Construction Contractor has achieved Substantial Completion. Construction Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Construction Contractor to complete all the Work required under this Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall have the right to exclude Construction Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion (or Partial Substantial Completion), but Owner shall allow Construction Contractor reasonable access to complete or correct items on the final punch list.

22.2 When Construction Contractor believes it has fully performed all of the Work, including all punch list items, Construction Contractor shall deliver to Owner a written affidavit certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be delivered to Owner by Construction Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Construction Contractor has completed the entire Work, Design Professional shall promptly issue a Certificate of Final Completion, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Construction Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Construction Contractor submits: (1) the final Release and Affidavit in the form prescribed by Owner, (2) consent of surety to final payment, and (3) if

required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied that all requirements of the Contract Documents have been met, neither the final payment nor the retainage shall become due and payable.

23. WARRANTY

23.1 Construction Contractor shall obtain and assign to Owner all express warranties given to Construction Contractor by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Construction Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Construction Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Construction Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Contractor shall reimburse Owner for all costs and expenses incurred by Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Construction Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Construction Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Construction Contractor), improper operation by Owner (unless such operations were performed in accordance with the

directions from Construction Contractor), or normal wear and tear under normal usage.

24. TESTS AND INSPECTIONS

24.1 Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Construction Contractor shall provide proper, safe conditions for such access. Construction Contractor shall provide Design Professional, Owner's Uniform Building Construction Inspector or any other entity with responsibility for inspection of the work with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.

24.2 If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Construction Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.

24.3 If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Construction Contractor and without obtaining the written concurrence from Design Professional or other applicable entity with responsibility for inspection of the work, such Work must, if requested by Design Professional or inspection entity, be uncovered for observation. Such uncovering shall be at Construction Contractor's expense unless Construction Contractor has given Design Professional and the applicable inspection entity 48 hour's written notice of Construction Contractor's intention to cover the same and has requested written concurrence by Design Professional and the inspection entity and Design Professional or the inspection entity has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from Design Professional or the inspection entity, such Work must, if requested by Design Professional or the inspection entity, be uncovered for Design Professional's or the inspection entities observation and be replaced at Construction Contractor's sole expense.

24.4 Owner shall charge to Construction Contractor and may deduct from any payments due Construction Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly requested by Owner and Construction Contractor was on schedule. Such overtime work consists of any work during the construction period beyond the

regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

24.5 Neither observations by Design Professional or Owner, nor inspections, tests or approvals by others shall relieve Construction Contractor from Construction Contractor's obligations to perform the Work in accordance with the Contract Documents.

24.6 Construction Contractor is responsible, without reimbursement from Owner, for re- inspection fees and costs, to the extent such re-inspections are due to the fault or neglect of Construction Contractor.

25. DEFECTIVE WORK

25.1 Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Construction Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Construction Contractor shall bear all direct and indirect costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner and Design Professional harmless for same.

25.2 If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others, Construction Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Construction Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Construction Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

25.3 Owner shall have the right to order Construction Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Construction Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Construction Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's

benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Construction Contractor or any other person.

25.4 Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Construction Contractor shall bear all direct and indirect costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Construction Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.

25.5 If Construction Contractor fails, within a reasonable time after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Construction Contractor fails to perform the Work in accordance with the Contract Documents, or if Construction Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Construction Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Construction Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Construction Contractor's services related thereto, take possession of Construction Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Construction Contractor but which are stored elsewhere. Construction Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph. All direct and indirect costs of Owner in exercising such rights and remedies shall be charged against Construction Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct and indirect costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

26. SUPERVISION AND CONTRACTOR'S REPRESENTATIVE

26.1 Construction Contractor is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. Construction Contractor is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Unless otherwise authorized in writing by the Owner, Construction Contractor shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to Owner and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Construction Contractor. All communications given to the representative shall be as binding as if given to Construction Contractor. Owner shall have the right to direct Construction Contractor to remove and replace its Project representative or any other employee of Construction Contractor or any employee of any subcontractor from the Project, with or without cause.

26.2 Construction Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of Construction Contractor to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Construction Contractor shall provide no less than those personnel during the respective phases of construction that are set forth in each WORK AUTHORIZATION. Construction Contractor shall not change any of those persons identified in each WORK AUTHORIZATION unless mutually agreed to in writing by Owner and Construction Contractor. In such case, Owner shall have the right to approve the replacement personnel.

26.3 Construction Contractor shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and Design Professional. Owner and Design Professional may attend meetings between Construction Contractor and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of Construction Contractor to administer the subcontracts.

26.4 Construction Contractor shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to Construction Contractor. Construction Contractor shall develop and maintain a program, acceptable to Owner and Design Professional, to assure quality control of the Work. Construction Contractor shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Construction Contractor shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between Construction Contractor and Design

Professional over the acceptability of the Work, Owner, in its discretion, shall have the right to determine the acceptability.

26.5 Construction Contractor shall not employ on the Project any person who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct, nor permit any subcontractor to assign any employee of it to the Project who has been convicted of a felony or misdemeanor-level criminal charge regarding sexual abuse or misconduct.

27. PROTECTION OF WORK

27.1 Construction Contractor shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Substantial Completion is achieved. If Construction Contractor or anyone for whom Construction Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Construction Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Construction Contractor.

27.2 Construction Contractor shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.

27.3 Construction Contractor shall not permit any unsafe loading of any structure at the Project site, nor shall Construction Contractor subject any part of the Work or adjacent property to any forces that will endanger it.

27.4 Construction Contractor shall not disturb any benchmark established by Owner with respect to the Project. If Construction Contractor, or its subcontractors, agents or anyone for whom Construction Contractor is legally liable, disturbs Owner's benchmarks, Construction Contractor shall immediately notify Owner and Design Professional. Owner shall have the benchmarks reestablished and Construction Contractor shall be liable for all costs incurred by Owner associated therewith.

28. EMERGENCIES

28.1 Construction Contractor shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Construction Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Construction Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a

Change Order shall be issued to document the consequences of the changes or variations. If Construction Contractor fails to provide the forty-eight (48) hour written notice noted above, Construction Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Construction Contractor is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury or property damage.

29. USE OF PREMISES

29.1 At all times during the performance of the Work, Construction Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Construction Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Construction Contractor is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.

29.2 Except as required by the Contract Documents or otherwise required in order for Construction Contractor to satisfy its safety and security obligations under the Contract Documents, Construction Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.

29.3 Construction Contractor acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Contractor shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.

30. SAFETY

30.1 Construction Contractor is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is Construction Contractor's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. Construction Contractor shall develop and implement, in accordance with the requirements of the Contract Documents, a safety plan for the Work.

30.2 Construction Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of Owner and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules and regulations. Construction Contractor shall notify owners of adjacent property and of

any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Construction Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

30.3 At all times during the performance of the Work at the Project site, Construction Contractor shall have designated, and located on a full time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce Construction Contractor's safety program at the Project site. Construction Contractor hereby designates its superintendent as that safety representative. Construction Contractor may designate by written notice to Owner another individual, reasonably acceptable to Owner, who shall be Construction Contractor's safety representative at the Project site.

30.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Construction Contractor, as well as those of all subcontractors and those of any other person or entity for whom Construction Contractor is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

30.5 Construction Contractor acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Construction Contractor shall comply with the following:

30.5.1 All Owner facilities are smoke free. Smoking is strictly prohibited;

30.5.2 Construction Contractor shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;

30.5.3 All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;

30.5.4 All Employees shall at all times comply with OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

30.5.5 All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;

30.5.6 When requested, Construction Contractor shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

30.5.7 At all times Construction Contractor shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

31. PROJECT MEETINGS

31.1 Prior to the commencement of Work, Construction Contractor shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, Construction Contractor shall attend any and all meetings convened by Owner or Design Professional with respect to the Project, when directed to do so by Owner or Design Professional. Construction Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or Design Professional.

32. MATERIAL SAFETY DATA SHEET

32.1 If any chemicals, materials, or products containing toxic substances, as defined by Chapter 442, Florida Statutes or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by Construction Contractor or any of its subcontractors, Construction Contractor shall provide to Design Professional and Owner a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

33. AUDITING RIGHTS AND PUBLIC RECORDS

33.1 Construction Contractor shall keep all records and supporting documentation which relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Contract or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Contractor shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. Owner, any duly authorized agents or representatives of Owner, and the public shall have the right to inspect and copy all of Construction Contractor's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Contractor shall cooperate in any audit, inspection, or copying of the documents under this agreement as provided by Chapter 119 Florida Statutes and as provided by Exhibit E to this agreement. Access, inspection, copying and auditing rights shall survive the termination of this Contract.

33.2 If at any time, Owner conducts such an audit of Construction Contractor's records and documentation and finds that Construction Contractor overcharged Owner, Construction Contractor shall pay to Owner the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 6% annum). If the Overcharged Amount is equal to or greater than \$10,000.00, Construction Contractor shall pay to Owner the Overcharged Amount and the Audit Amount which is defined as the total aggregate of Owner's reasonable audit costs incurred as a result of its audit of Construction Contractor. Owner may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Contractor with regard to the Project or under any other agreement between Construction Contractor and Owner. If such amounts owed Construction Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Contractor hereby acknowledges and agrees that it shall pay such remaining amounts to Owner within seven (7) business days of its receipt of Owner's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

33.3 This Article 33, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

34. COMPLIANCE WITH LAWS

34.1 Construction Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If Construction Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Design Professional in writing.

34.2 For federally funded projects, Construction Contractor must comply with all federal rules and regulations.

35. SUBCONTRACTS

35.1 Construction Contractor shall review the design and shall determine how it desires to divide the sequence of construction activities. Construction Contractor will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner and Design Professional for their review and approval. Construction Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

35.2 A subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Construction Contractor. Construction Contractor shall be solely responsible for and have control over the subcontractors. Construction Contractor shall negotiate all Change Orders, Construction Change Directives, Field Orders and Request for Proposals, with all affected subcontractors and shall review the costs of those proposals and advise Owner and Design Professional of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of each Change Order from Owner.

35.3 Construction Contractor shall not enter into a subcontract with any subcontractor, if Owner reasonably objects to that subcontractor. Construction Contractor shall not be required to contract with anyone it reasonably objects to. At the time Construction Contractor executes the WORK AUTHORIZATION, Construction Contractor shall also submit to Owner a complete list of the names, addresses, licensing information and phone numbers of all subcontractors Construction Contractor intends to use for each portion of the Work. The list of subcontractors cannot be modified, changed, or amended without prior written approval from Owner, whose approval shall not be unreasonably withheld. Construction Contractor shall continuously update that subcontractor list, so that it remains current and accurate throughout the entire performance of the Work. As part of the Project document file to be maintained by Construction Contractor at the Project site, Construction Contractor shall keep on file a copy of the license for every subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts between Construction Contractor and its subcontractors shall be in writing and are subject to Owner's approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Construction Contractor to the same extent Construction Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Contractor to Owner at the election of Owner upon termination of Construction Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the subcontractor except workman's compensation, (5) assign all warranties directly to Owner, (6) identify Owner as an intended third-party beneficiary of the subcontract, and (7) incorporate Exhibit C into all of its subcontracts. Construction Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 35.3 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

35.4 The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In

addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years.

35.5 Unless otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

35.5.1 LIMITATION OF REMEDIES - NO DAMAGES FOR DELAY

That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by Owner or Design Professional or attributable to Owner or Design Professional and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

35.5.2 The subcontract shall require the subcontractor expressly agree that the foregoing subsection 35.5.1 constitutes its sole and exclusive remedies for delays and changes in the Work and thus eliminates any other remedies or claim for increase in the subcontract price, damages, losses or additional compensation. Further, Construction Contractor shall incorporate terms of the above paragraph in all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

35.5.3 Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to Construction Contractor within the time and in the manner in which Construction Contractor must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

35.6 When Construction Contractor submits its GMP proposal to Owner, Construction Contractor also shall identify in writing those portions of the Work it intends to perform with its own employees. Any and all work to be self-performed by Construction Contractor must be approved in writing by Owner in its sole discretion prior to commencement of such work.

36. MARKET ANALYSIS AND SOLICITATION OF BIDS

36.1 The purpose of this Paragraph is to insure that Construction Contractor makes a genuine effort to stimulate subcontractor interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. At all times Owner shall have access to and the right to require copies of all correspondence, records, files and other bid documents (including all bid responses) with respect to the bidding process. Further, Construction Contractor shall notify Owner of the date, time and place of all bid openings and Owner shall have the right to attend any and all such bid openings. All bid openings shall be conducted in Ormond Beach, Florida.

36.1.1 Construction Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Work. Construction Contractor shall make an analysis as necessary to (i) determine and report on availability of labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (ii) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of Work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the Contract Time.

36.1.2 As various bid packages are prepared for bidding, Construction Contractor shall submit to Owner and Design Professional in a manner suitable to Owner a list of potential bidders for their review and approval. Construction Contractor shall be responsible for promoting and encouraging bid competition.

36.1.3 Construction Contractor shall carry out an active program of stimulating interest of qualified subcontractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project. As part of his program, Construction Contractor shall conduct an information meeting for prospective subcontractors in conjunction with the Owner, not less than thirty (30) days prior to the solicitation of bids.

36.2 Construction Contractor shall prepare invitations for bids and all other appropriate bid documents for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities.

36.2.1 Except as hereafter provided in Paragraph 36.5, all subcontracts are to be awarded to the lowest responsive and responsible bidder.

36.2.2 Subcontracts not exceeding \$5,000.00 may be awarded based upon verbal quotes. Subcontracts over \$5,000.00 and up to \$75,000.00 must be awarded by either written quote or bid. Construction Contractor shall obtain a minimum of at least three (3) verbal or written bids, as applicable, on all such

subcontracts. All such quotes received by Construction Contractor shall be entered on a tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comments prior to Construction Contractor awarding the subcontract.

36.2.3 Subcontracts exceeding \$75,000.00 must be solicited by public bidding. Bids must be advertised for at least three (3) consecutive weeks prior to the established bid opening time and date, unless a shorter solicitation period is authorized in writing by the Owner. All such bids must be in writing and shall be received and opened in the manner and at the location, date and time established in the bid documents. All such bids received by Construction Contractor shall be entered on a bid tabulation sheet and a copy of both the bids and the tabulation sheet shall be sent to Owner and Design Professional for their review and comment prior to Construction Contractor awarding the subcontract.

36.3 As part of its bid preparation, Construction Contractor shall review the specifications and drawings prepared by Design Professional. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by Construction Contractor shall be brought to the attention of Owner and Design Professional in written form.

36.4 For each subcontract that exceeds \$75,000, Construction Contractor shall, unless waived in writing by Owner, conduct a pre-bid conference with prospective bidders and a pre- award conference with the apparent successful bidder. Design Professional and Owner shall be invited to all such meetings. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, Construction Contractor shall transmit these to Design Professional in writing and upon receiving clarification or correction in writing from Owner or Design Professional shall issue an addendum to the bidding documents to all of the prospective bidders.

36.5 Notwithstanding the provision above requiring award of subcontracts to the lowest responsive and responsible bidder, Construction Contractor may award a subcontract to someone other than the lowest responsive and responsible bidder provided Construction Contractor has first received Owner's express written consent to such award. Owner's consent to any such award will be at Owner's sole discretion. Whenever Construction Contractor wishes to award a subcontract to someone who is not the lowest responsive and responsible bidder, Construction Contractor must notify Owner in writing, setting out in detail the reasons and justifications for the suggested award.

37. SECURING AGREEMENT

37.1 Construction Contractor warrants that Construction Contractor has not employed or retained any company or person, other than a bona fide employee

working solely for Construction Contractor, to solicit or secure this Contract and that Construction Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Construction Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Construction Contractor shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit D. Construction Contractor's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

38. PUBLIC ENTITY CRIMES

38.1 By its execution of this Agreement, Construction Contractor acknowledges that it has been informed by OWNER of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

39. EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION

39.1 In performing all services to be provided hereunder, Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Construction Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Construction Contractor shall post in conspicuous places, available to all employees and applicants for employment notices setting forth the terms of this Equal Employment Opportunity Non-Discrimination Clause and stating that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex or national origin.

40. CHANGED CONDITIONS

40.1 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably should not have been discovered by Construction Contractor as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Contractor shall provide Owner with prompt written notice thereof before conditions are disturbed and in no event later than seven (7) calendar days after first observance of such conditions. Owner and Design Professional shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Contractor's cost of, or time required for, performance of any part of the Work, Owner will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Contractor as part of its investigative services, and that no change in the terms of the Contract is justified, Owner shall so notify Construction Contractor in writing, stating its reasons. Claims by Construction Contractor in opposition to such determination by Owner must be made within seven (7) calendar days after Construction Contractor's receipt of Owner's written determination notice. If Owner and Construction Contractor cannot agree on an adjustment to the Contract Amount or Contract Time, the dispute resolution procedure set forth in the Contract Documents shall be complied with by the parties.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B SUPPLEMENTAL TERMS AND CONDITIONS

1. Construction Schedule: Construction Contractor shall prepare and submit to Owner and Design Professional, for their review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 1.3 below. The approved Construction Schedule shall be attached to the WORK AUTHORIZATION. The Construction Schedule shall be integrated into the Master Project Schedule included in the WORK AUTHORIZATION and as subsequently updated.

1.1 Following development and approval of the Construction Schedule as aforesaid, Construction Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to Owner in duplicate. No additional compensation will be due Construction Contractor for making such updates. Failure of Construction Contractor to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for Owner to find Construction Contractor in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to Construction Contractor until a schedule or schedule update acceptable to Owner is submitted.

1.2 Schedule Format: The Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time. Further, the Construction Schedule shall incorporate and be based upon the Project milestone dates set forth in the Master Project Schedule included with each WORK AUTHORIZATION.

1.3 The construction time for the Work, or any milestone, shall not exceed the specified Contract Time. Logic or activity durations shall be revised in the event that any milestone or Contract completion date is exceeded in the schedule.

1.4 Float is defined as the amount of time between when an activity "can start" (the early start) and when an activity "must start" (the late start). It is understood by Owner and Construction Contractor that float is a shared commodity, not for the exclusive use or financial benefit of either party. Either party has the full use of the float until it is depleted.

1.5 Schedule Update Requirements: Construction Contractor shall update the schedules monthly to show actual, current progress. The updates shall include:

1.5.1 Dates of activities' actual starts and completions.

1.5.2 Percent of Work remaining for activities started but not completed as of the update date.

1.5.3 At Owner's request, a bar chart comparison of the updated schedule to the initial schedule. This diagram shall show actual and planned performance dates for all completed activities.

1.5.4 All update information shall be an accurate representation of the actual Work progress.

2. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of Owner's request. The Recovery Schedule shall describe in detail Construction Contractor's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

3. Change Orders: When a Change Order is proposed, Construction Contractor must identify all logic changes as a result of the Change Order. Construction Contractor shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, Construction Contractor will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to Construction Contractor's work. No separate payment will be made.

END OF SUPPLEMENTAL TERMS AND CONDITIONS

EXHIBIT C
INSURANCE REQUIREMENTS

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.

5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include at a minimum, the following, or substantially similar, provisions:

1. Hold Harmless and Indemnity

The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees,

or anyone else employed or utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this provision.

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

4. Service Bond

For Service-related contracts only, the City may require the Contractor to secure a service bond with a minimum \$25,000 coverage limit for the period of the service agreement. The service bond covers dishonest acts of the contractor's employees against the City. A copy of the bond shall be provided to the City when the agreement commences.

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith, temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include and not limited to the following:

- (a)** Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

- \$100,000 Each Accident Bodily Injury by Accident
- \$100,000 Each Employee Bodily Injury by Disease
- \$500,000 Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such

contractor be covered by workers' compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises, Operations, Products and Completed Operations
- b. Owners' & Contractors' Protective
- c. Products & Completed Operation
- d. Explosion, Collapse & Underground Conditions
- e. Blanket Contractual Liability
- f. Personal Injury Liability
- g. Broad Form Property Damage Endorsement, including Completed Operations
- h. Independent Contractors
- i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- j. Pollution Liability (if applicable)
- k. Asbestos Abatement (if applicable)
- l. Fire Damage Liability

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less and not limited to the following amounts:

Limits (not less than)

- \$1 Million Each Occurrence
- \$2 Million General Aggregate
- \$1 Million Aggregate Products & Completed Operations

NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy

per contract) or an endorsement allocating an aggregate limit per location or specified project.

- (c) Automobile Liability Insurance is required if an Automobile(s) is used in the performance of the contract.

ISO Symbol 1 (Any Auto), or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
-------------	--

- (d) Excess Liability

For contracts \$250,000 or greater an Excess Liability Policy of at least but not limited to \$1,000,000 in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention not to exceed \$25,0000 per occurrence.

- (e) Builder's Risk

Contractor shall purchase Builder's Risk Insurance for any contracts that are deemed to be vertical construction on an All-Risk policy, and shall also include coverage for wind, hail, and named storm. Limits of coverage shall be at least and not limited to the value of the project.

- (f) Professional Liability, Malpractice and/or Errors and Omissions

The Contractor shall purchase and maintain professional liability, malpractice, or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as is available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made coverage.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key

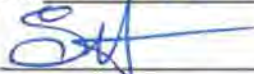
Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carrier; written confirmation is required.
3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

END OF INSURANCE REQUIREMENTS

EXHIBIT D
TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, the undersigned hereby certifies that wage rates and other factual unit costs supporting the compensation for the underground utility construction management services of CONTRACTOR to be provided under this Agreement are accurate, complete and current as of the time of contracting.

CONTRACTOR: SCS CONTRACTING SERVICES, INC.
By: 
Print Name: SETH SIMMONS
Title: PRESIDENT
Date: 8/21/2025

**EXHIBIT E
FLORIDA PUBLIC RECORDS LAW**

Construction Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the Construction Contractor or keep and maintain public records required by the City to perform the service. If the Construction Contractor transfers all public records to the City upon completion of the contract, the Construction Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Construction Contractor keeps and maintains public records upon the completion of the contract, the Construction Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

(e) Failure of the Construction Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Construction Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

EXHIBIT F
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

- To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

2.

- The undersigned firm has had no litigation on any project in the last five (5) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

SGS CONTRACTING SERVICES, INC.

COMPANY NAME



AUTHORIZED SIGNATURE

SETH SIMMONS

NAME (PRINT OR TYPE)

PRESIDENT

TITLE


08/21/2025

DATE

**EXHIBIT G – VERIFICATION OF EMPLOYMENT
USING E-VERIFY SYSTEM**

1. Undersigned firm warrants it **IS** currently registered with the U.S. Department of Homeland Security's E-Verify system, **and** is compliant with the requirements of Sections 448.09 and 448.095, *Florida Statutes*.
2. Undersigned firm warrants it **has not** had any contracts terminated as a result of violations of Sections 448.09 or 448.095, *Florida Statutes*, that prohibit it from contracting with a public agency.
3. Undersigned firm warrants that if it enters into an agreement with a subcontractor, an express provision shall be included in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify employment eligibility of all new employees hired by the subcontractor during the contract term.
4. Undersigned firm understands that any subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and the contractor understands it shall maintain any such affidavits for the duration of the contract, and the contract with the subcontractor must be immediately terminated if the City has a good faith belief that the subcontractor knowingly violated Section 448.09 (1), *Florida Statutes*.
5. Undersigned firm understands that in the event the City has a good faith belief that the contractor has knowingly violated Section 448.09 (1), *Florida Statutes*, the City shall terminate the contract, and the contractor may not be awarded a public contract for a period of at least one (1) year after the date of termination. The contractor may be held liable for any additional costs incurred by the City as a result of termination of the contract.

SGS CONTRACTING SERVICES/INC.
COMPANY NAME


AUTHORIZED SIGNATURE

SETH SIMMONS
NAME (PRINT OR TYPE)

PRESIDENT
TITLE

8/21/2025
DATE

EXHIBIT H - AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- Affiant is the PRESIDENT of SGS CONTRACTING SERVICES, INC.
(Title) (Business Name)
which does business in the State of Florida, hereinafter called the "Entity".
- Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1) (c), Florida Statutes.
- The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
- Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
- Entity is not owned or controlled by the government of a foreign country of concern.
- For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: AUGUST 21, 2025 Signed: [Signature]

Title: PRESIDENT Print Name: SETH SIMMONS

Entity: SGS CONTRACTING SERVICES, INC.

STATE OF: FL COUNTY OF: ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of AUGUST, 2025, by SETH SIMMONS and who:

is personally known to me; or has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large: _____ (seal)
Printed Name/Seal of Notary, Commission

My commission expires: 6-28-26



This page must be completed & notarized.

EXHIBIT I - HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA

COUNTY OF ALACHUA

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is SETH SIMMONS. I am over the age of Twenty-One years old. I am the PRESIDENT of SCS CONTRACTING SERVICES, INC., a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Date: August 21, 2025 Signature: [Signature]

Print Name: SETH SIMMONS

Title: PRESIDENT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of August, 2025, by SETH SIMMONS and who:

Is personally known to me; or has produced _____ as identification.

Notary Public, State of Florida at Large: [Signature] (seal)
Printed Name/Seal of Notary, Commission

My commission expires: 6-28-26

This page must be completed & notarized.



EXHIBIT "B"
INSURANCE REQUIREMENTS

The certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury, please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.