

## **INSTALLATION, REMOVAL, & DELIVERY OF CONCRETE AGREEMENT PIGGYBACK CONTRACT – SABOUNGI CONSTRUCTION**

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the “CITY”), and Saboungi Construction, Inc., a Florida Profit Corporation (“CONTRACTOR”).

WHEREAS, CONTRACTOR is currently under written contract with Volusia County, for Installation, Removal, & Delivery of Concrete, under terms and conditions specified therein; and

WHEREAS, the CITY is in need of Installation, Removal, & Delivery of Concrete; and

WHEREAS, the CITY desires to have CONTRACTOR perform such services, subject to the terms and conditions of the above-referenced Contract with the specific exceptions noted herein, in general accordance with CONTRACTOR’s contract with Volusia County referenced above; and

WHEREAS, CONTRACTOR is willing to perform the Installation, Removal, & Delivery of Concrete under such terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

**1. Scope of Service.** CONTRACTOR will Installation, Removal, & Delivery of Concrete. The work is more fully described in the written contract between CONTRACTOR and Volusia County (hereinafter the Installation, Removal, & Delivery of Concrete, “Contract”), attached hereto and incorporated herein by reference as Exhibit A.

**2. Contract Term/Renewal.** The Initial Term of this Agreement will commence on the Effective Date (which is the date last signed below) and end on 12/10/2022. The CITY will have the option to renew this Agreement for up to 2 terms of 1 year each by giving CONTRACTOR written notice. Such notice must be provided at least 60 days prior to the end of the Initial Term unless waived by CONTRACTOR.

**3. Payment and Billing.** Payment will be based on the unit prices set forth in the Installation, Removal, & Delivery of Concrete Contract, Exhibit B.

**4. Incorporation of Contract; Exceptions.** All other terms and conditions of the Installation, Removal, & Delivery of Concrete Contract will apply to this Agreement, except to where such terms and conditions conflict with the provisions herein. These exceptions to the terms and conditions include the following:

(a) All references to “Supplier,” “Vendor,” “Contractor,” and similar terms in the Volusia County Contract will be deemed to refer to CONTRACTOR.

(b) All references within the Installation, Removal, & Delivery of Concrete Contract to specific names or titles of officers/departments/divisions, or to specific locations (such as for delivery of goods, receipt of CONTRACTOR invoicing, etc.), not specifically corrected in this

Agreement, will be deemed to refer to the equivalent CITY officers/departments/divisions, and CITY locations, as hereafter designated by the CITY's Designated Representative.

(c) The person identified below for receipt of notices to the CITY or his or her designee will be the CITY's Designated Representative in all matters arising under this Agreement, except as specifically provided otherwise in this Agreement.

(d) CITY shall provide CONTRACTOR a copy of CITY's sales tax exempt certificate.

(e) CITY does not have a debarment/suspension requirement or procedure as referenced in the part of the Volusia County Contract titled "certification regarding debarment." All references to debarment, suspension, or termination as referenced in said part of the Installation, Removal, & Delivery of Concrete Contract are hereby waived. Such waiver does not alter or diminish CITY's right to suspend or terminate CONTRACTOR as provided below.

**5. Standard of Performance.** In addition to any standards of performance or warranties set forth in the Volusia County Contract, CONTRACTOR affirms that CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

## **6. Public Records.**

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida's Public Records Law, ch. 119, Florida Statutes, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone) 386 671-8023  
(Email) clerk@codb.us  
(Address) 301 S. Ridgewood Avenue  
Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

**7. Notices.** All notices, requests, demands and other communications required under this Agreement will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If to City, to: Andrew Holmes  
Public Works Director  
Daytona Beach Public Works  
950 Bellevue Avenue #100  
Daytona Beach, FL 32114  
Fax: (386) 671-5913

If to CONTRACTOR, to:

Mike Saboungi, President  
Name and Title  
290 A N. US 1  
Street Address, no PO Box  
Ormond Beach, FL 32174  
City, State, Zip  
Fax: 386-673-4189

## **8. Termination.**

(a) The CITY may by written notice to CONTRACTOR terminate this Agreement, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONSULANT at least 30 day's advance notice of termination. This Agreement will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Agreement will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by the CITY or by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**9. Suspension of Services.** If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

**10. Indemnification.** CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or use by CONTRACTOR in the performance of this Agreement. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

**11. Insurance.** CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. The City shall be exempt from,

and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor or sub-contractor providing such insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

*(a) Coverage and Amounts.*

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) Automobile Liability Insurance, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Agreement.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) *Proof of Insurance.* CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Agreement. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) *Cancellation; Replacement Required.* CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) *Termination of Insurance.* CONTRACTOR may not cancel the insurance required by this Agreement until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Agreement and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) *Liabilities Unaffected.* CONTRACTOR's liabilities under this Agreement will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Agreement will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Agreement.

**12. Disputes.** If a dispute exists concerning this Agreement, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) *Negotiations.* A Party will request in writing that a meeting be held between representatives of each Party within 14 Calendar Days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in

good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) *Non-Binding Mediation.* Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Agreement prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

**13. Additional Provisions.** The following additional provisions apply:

(a) CONTRACTOR will comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY's cost.

(b) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the CITY.

(c) This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Agreement and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Agreement; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(d) The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(e) JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(f) Except where specifically provided herein, in case of litigation between the Parties concerning this Agreement, each party will bear all of its litigation costs, including attorney's fees.

(g) A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Agreement imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(h) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements, or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

*(Remainder of page intentionally left blank. Agreement continues on following page.)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

**THE CITY**

**CONTRACTOR**

By: \_\_\_\_\_  
Derrick L. Henry, Mayor

Attest: \_\_\_\_\_  
Letitia LaMagna, City Clerk

Date: \_\_\_\_\_

By: M. Sabounji

Printed Name: Mike Sabounji

Title: President

Date: 2/26/2020

Approved as to legal form:

By: \_\_\_\_\_  
Robert Jagger, City Attorney



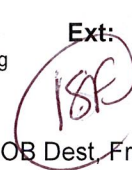
# Master Agreement

NO. 750 32443 - 1

TERM: 2020-01-06 to 2023-01-05

Page 1 of 2

Date Issued: 01/13/2020

<b>Vendor contact:</b> <b>Name:</b> MIKE SABOUNGI, PRES <b>Phone:</b> 386-672-2077 <b>Ext.:</b> <b>E-mail:</b> mike@saboungiconstruction.com		<b>County contact:</b> <b>Name:</b> BENJAMIN BARTLETT <b>Phone:</b> 386-822-6422 <b>Ext.:</b> 20470 <b>E-mail:</b> bbartlett@volusia.org		<b>Bill To:</b> <b>County of Volusia</b> AS REQUIRED BY USING DEPARTMENT  VOLUSIA COUNTY, FL 32720	
<b>Vendor Name:</b> SABOUNGI CONSTRUCTION, INC.  290 A NORTH U.S. HIGHWAY 1  ORMOND BEACH, FL 32174-4504		<b>Vendor No.</b> SAC69860000		<b>Ship To:</b> AS REQUIRED BY USING DEPARTMENT  VOLUSIA COUNTY, FL 32720	
<b>Solicitation Number:</b> 19-B-156IF/7275  <b>Award Date:</b>  <b>Award Authorization:</b> COUNCIL		<b>Purchasing</b> INGA FEGLEY <b>Phone:</b> 386-626-6623 <b>E-mail:</b> ifegley@volusia.org <b>Ext:</b>  <b>Payment Terms:</b> Net 45 Days, FOB Dest, Freight allowed			
<b>Document Description:</b> Installation, Delivery, and Removal of Concrete					

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	91430	EA	PER ATTACHED PRICE SHEET. NOTE: WORK ANTICIPATED TO EXCEED \$10,000 PER PROJECT SHALL REQUIRE THREE (3) QUOTES AMONG THE AWARDED CONTRACTORS. USE MA FOR PROJECTS LESS THAN \$10,000. ANY PROJECT MORE THAN \$50,000 WILL REQUIRE A FORMAL SOLICITATION AND COUNTY COUNCIL APPROVAL.	0.000000



Pam Wilsky, CPPO, CPPB  
Interim Purchasing & Contracts Director

County of Volusia  
Sales Tax Exemption Number  
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Concrete Installation, Removal, & Delivery  
Piggyback Contract 19-B-156IF-Saboungi  
Page 10 of 48

# Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or [purchasing@volusia.org](mailto:purchasing@volusia.org).

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

**SUBMIT TO:**

**COUNTY OF VOLUSIA  
PURCHASING & CONTRACTS  
123 W. INDIANA AVE., RM. 302  
DELAND, FL 32720-4608**

AN EQUAL OPPORTUNITY EMPLOYER



# INVITATION TO BID

[www.volusia.org/purchasing](http://www.volusia.org/purchasing)

**CONTACT PERSON:**

Inga Fegley ..... 386-626-6623

Email: ..... ifegley@volusia.org

DELAND: ..... 386-736-5935

DAYTONA BEACH: ..... 386-257-6000

NEW SMYRNA BEACH: ..... 386-423-3300

**TITLE:**

**Installation, Delivery, and Removal of Concrete**

**NUMBER:**

**19-B-156IF**

**SUBMITTAL DEADLINE:**

**Thursday, October 3,  
2019,  
at 3:00 p.m., EST**

DO NOT RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.5, *DELIVERY OF BIDS*

**PRE BID DATE, TIME AND LOCATION:**

A pre-bid conference will be held at the Road and Bridge Barn located at  
2560 W. State Road 44, DeLand, Florida, at 9:00 a.m., EST, Thursday,  
September 12, 2019

*SUBMITTALS RECEIVED AFTER  
ABOVE DATE AND TIME WILL NOT  
BE CONSIDERED*

FIRM'S NAME:

MAILING ADDRESS:

CITY – STATE – ZIP:

E-MAIL ADDRESS:

PHONE NUMBER:

FAX NUMBER:

The vendor acknowledges that information provided in  
this Bid is true and correct and agree to all terms and  
conditions contained in this Bid and related Exhibits.

x

Authorized Signature

Date

Printed Name

Title

FEDERAL I.D. or SOCIAL SECURITY NUMBER:

## THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

**CONTENT OF INVITATION/RESPONSE:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements of Exhibit I "GENERAL CONDITIONS AND INSTRUCTIONS."

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The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Installation, Delivery, and Removal of Concrete** for the County of Volusia, Florida.

## **1.0 TECHNICAL SPECIFICATIONS**

### **1.1 Quality Assurance and Quality Requirements**

- A. Quality shall be in accordance with the applicable sections of the 2019 edition of the Florida Department of Transportation (FDOT) Design Manual and the FY 2019-20 edition of the FDOT Standard Plans for Road Construction or specifications herein.
- B. Submittals, approved by the County, shall be required for all materials and equipment incorporated into the work. Materials and equipment requiring submittals would include, but are not limited to, concrete mix design, reinforcing steel, ADA Detectable Warning Mats, etc.
- C. All sidewalks, driveways and curb ramps shall be constructed to meet current ADA design standards. A County Inspector shall inspect all concrete formwork prior to the contractor placing concrete. Any sidewalk or curb ramp not constructed in accordance with ADA design standards shall be removed and replaced at the expense of the Contractor.

### **1.2 Project Execution:**

#### **A. Traffic Control:**

- 1. Contractor shall maintain two-way traffic and access to business and residences at all times. Proper Temporary Traffic Control (TTC) devices shall be used to direct vehicle and pedestrian traffic around construction areas. All TTC devices shall be in accordance with the TTC requirements in latest edition of the FDOT Standard Plans (Index 102) and the latest edition of the MUTCD.
- 2. Contractor personnel shall wear high-visibility apparel which meets the requirements of the International Safety Equipment Association (ISEA) and the American national Standards Institute (ANSI) for "High Visibility Safety Apparel" and labeled as ANSI/ISEA 107-2004 or 107-2010 while working within public rights-of-ways.
- 3. All costs associated with Temporary Traffic Control and Maintenance of Traffic (MOT) shall be included in the unit prices for all work items. The following tasks/items will be excluded from this requirement:
  - a. Portable Changeable Message Boards (Provided by County)
  - b. Lane Closures lasting longer than 60 continuous minutes (Paid under a separate pay item)
  - c. Road closures requiring a detour (Provided by County)
- 4. When the Contractor is performing a lane closure operation, the Contractor shall have FDOT certified TTC/MOT staff on site for setup and flagging.
- 5. All lane closures and road closures shall not be implemented without prior approval of County staff.

**B. Concrete Installation:**

1. All pay items for concrete installation to include the following:
  - a. The addition, removal and disposal of and temporary backfill material for formwork.
  - b. Erosion Control measures as necessary due to existing field conditions.
  - c. Valve box, manhole and meter box adjustments.
  - d. Capping and repairing irrigation systems damaged during construction.
  - e. Root removal.

**C. Site Control:**

1. All damaged concrete to be repaired shall be saw cut prior to removal to provide an undamaged, perpendicular and clean vertical edge. There will be no additional payment for saw cutting sidewalk.
2. Contractor is responsible to have all existing utilities located prior to commencing any construction activities.
3. Protection of concrete during curing will be the responsibility of the Contractor. All concrete shall be cured per FDOT requirements.
4. Construction debris will not be allowed to accumulate and must be removed daily if a safety hazard exists as determined by the County Inspector. Contractor to keep the work areas clean and organized to the greatest extent possible. All construction debris, equipment and materials shall be removed from the right-of-way immediately upon completion of the work. The Contractor shall confine their work materials, debris and equipment to within the County rights-of-ways, easements or private property with owner and County staff approval.

**D. Project Locations:**

1. When calculating minimum quantities and short load charges for a project with multiple separate work locations, the maximum distance allowed between the furthest work locations shall be 2,000 linear feet as measured by the travel path of a concrete truck. Multiple work locations within this 2,000 foot limit will be considered one (1) project and those quantities will be added together to determine the total project quantity for work items and if the short load charge applies.
2. If a project is continuous, the 2,000 linear foot maximum will not apply.
3. The unit prices provided by the Contractor will be applicable to any project within Volusia County issued by the County under this contract.

**1.3 Pay Items:**

- A. Removal of Existing Concrete Sidewalk & Driveways (4-inch thick): Contractor to remove and dispose of existing concrete pavement that is 4-inches thick or less, to facilitate the installation of the proposed sidewalk, curb ramps and/or driveway aprons. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per square yard (SY) of concrete pavement removed.

- B. Removal of Existing Concrete Sidewalk & Driveways (6-inch thick): Contractor to remove and dispose of existing concrete pavement that is greater than 4-inches thick and less than or equal to 6-inches thick, to facilitate the installation of the proposed sidewalk, curb ramps and/or driveway aprons. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per square yard (SY) of concrete pavement removed.
- C. Removal of Existing Concrete Curb & Gutter (All Types): Contractor to remove and dispose of existing concrete curbing and curb & gutter of all types to facilitate the installation of the proposed sidewalk, curb ramps and/or driveway aprons. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per linear foot (LF) of concrete curb & gutter removed.
- D. Removal of Existing Miscellaneous Concrete: Contractor to remove and dispose of existing miscellaneous concrete. Miscellaneous concrete includes, but is not limited to, concrete pavement greater than 6-inches thick, curb, gutter, retaining walls, headwalls, etc. This pay item includes all necessary saw cuts required to provide an undamaged, perpendicular and clean vertical edge. Payment for this item will be per cubic yard (CY) of concrete pavement removed.
- E. Clearing and Grubbing: Contractor to clear, grub and excavate all vegetative material, roots and soil to a maximum depth of 6-inches as necessary to facilitate the installation of the proposed sidewalk and/or driveway aprons. This includes the disposal of the removed material. This pay item does not include the removal of trees or tree stumps. Tree and tree stump removal will be addressed by others. Payment for this item will be per square yard (SY) of area cleared.
- F. Regular Excavation: This item consists of all excavation greater than 6-inches in depth needed to facilitate the installation concrete pavement and structures. Payment for this item will be per cubic yard (CY) of fill (Bank Measure).
- G. Embankment: This item consists of any fill material brought on site necessary to provide a complete project. Fill material shall be compacted to 98% density and shall be clean and free of organics, large rocks and vegetative material and shall be of a quality acceptable to the County Inspector. This item does not include the removal and disposal of temporary backfill necessary for concrete formwork. Payment for this item will be per cubic yard (CY) of fill (Truck Measure).
- H. Type F Concrete Curb & Gutter (Less than 50 Linear Feet): Contractor to install FDOT Type F Concrete Curb & Gutter as needed or as directed by County Staff. All Type F Concrete Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this

project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type F Curb & Gutter when the total quantity of all types of curb and gutter on the project is less than 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.

- I. Type F Concrete Curb & Gutter (Greater than or equal to 50 Linear Feet): Contractor to install FDOT Type F Concrete Curb & Gutter as needed or as directed by County Staff. All Type F Concrete Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type F Curb & Gutter when the total quantity of all types of curb and gutter on the project is greater than or equal to 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.
- J. Concrete Drop Curb & Gutter (Less than 50 Linear Feet): Contractor to install FDOT Concrete Drop Curb & Gutter as needed or as directed by County Staff. All Concrete Drop Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Concrete Drop Curb & Gutter when the total quantity of all types of curb and gutter on the project is less than 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.
- K. Concrete Drop Curb & Gutter (Greater than or equal to 50 Linear Feet): Contractor to install FDOT Concrete Drop Curb & Gutter as needed or as directed by County Staff. All Concrete Drop Curb & Gutter to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used

on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type F Curb & Gutter when the total quantity of all types of curb and gutter on the project is greater than or equal to 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.

- L. Type D Concrete Curb (Less than 50 Linear Feet): Contractor to install FDOT Type D Concrete Curb as needed or as directed by County Staff. All Type D Concrete Curb to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type D Curb when the total quantity of all types of curb and gutter on the project is less than 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.
- M. Type D Concrete Curb (Greater than or equal to 50 Linear Feet): Contractor to install FDOT Type D Concrete Curb as needed or as directed by County Staff. All Type D Concrete Curb to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 520-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for Type D Curb when the total quantity of all types of curb and gutter on the project is greater than or equal to 50 linear feet. Payment for this item will be per linear foot (LF) of curb installed.
- N. 4-inch thick Concrete Sidewalk (Less than 90 Square Yards): Contractor to install 4-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi "Regular Mix" concrete in place of a "FDOT" mix concrete for use on projects let under this contract. All concrete

mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 4-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is less than 90 square yards. Payment for this item will be per square yard (SY) of 4-inch sidewalk installed.

- O. 4-inch thick Concrete Sidewalk (Greater than or equal to 90 Square Yards): Contractor to install 4-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi "Regular Mix" concrete in place of a "FDOT" mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 4-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is greater than or equal to 90 square yards. Payment for this item will be per square yard (SY) of 4-inch sidewalk installed.
- P. 6-inch thick Concrete Sidewalk (Less than 90 Square Yards): Contractor to install 6-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi "Regular Mix" concrete in place of a "FDOT" mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 6-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is less than 90 square yards. Payment for this item will be per square yard (SY) of 6-inch sidewalk installed.
- Q. 6-inch thick Concrete Sidewalk (Greater than or equal to 90 Square Yards): Contractor to install 4-inch thick concrete sidewalk along the proposed pathway. All sidewalk to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-001, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within

Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. The contractor shall substitute a 3,000 psi "Regular Mix" concrete in place of a "FDOT" mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. This pay item is to be used for 6-inch thick Concrete Sidewalk when the total quantity of all types of sidewalk on the project is greater than or equal to 90 square yards. Payment for this item will be per square yard (SY) of 6-inch sidewalk installed.

- R. Miscellaneous Concrete Class I: Contractor to install miscellaneous concrete structures with Class I (3,000 psi) concrete as directed by County staff. Miscellaneous concrete structures to consist of, but are not limited to, gravity walls, drainage flumes, end walls, concrete pavement greater than 6-inches thick. This pay item shall include all formwork necessary to install the miscellaneous concrete structure. Placement of reinforcing steel to be paid under a separate line item. All concrete mix designs used for this pay item shall be approved by County Staff prior to use on a project. Payment for this item will be per cubic yard (CY) of miscellaneous concrete installed.
- S. Miscellaneous Concrete Class II: Contractor to install miscellaneous concrete structures with Class I (4,500 psi) concrete as directed by County staff. Miscellaneous concrete structures to consist of, but are not limited to, gravity walls, drainage flumes, end walls, concrete pavement greater than 6-inches thick. This pay item shall include all formwork necessary to install the miscellaneous concrete structure. Placement of reinforcing steel to be paid under a separate line item. All concrete mix designs used for this pay item shall be approved by County Staff prior to use on a project. Payment for this item will be per cubic yard (CY) of miscellaneous concrete installed.
- T. Fibermesh Additive: County staff may request Fibermesh be added to the concrete mix for various projects. This pay item includes only the cost to add Fibermesh to concrete used in sidewalks, driveways, curbing or miscellaneous concrete structures. All concrete mix designs used for this pay item shall be approved by County Staff prior to use on a project. Payment for this item will be the additional cost to add Fibermesh per cubic yard (CY) of concrete that includes the Fibermesh additive.
- U. Reinforcing Steel for Miscellaneous Concrete: When necessary for miscellaneous concrete structures or as directed by County staff, the Contractor will provide and install reinforcing bars, wires, and mesh for a project as directed by County staff. This pay item shall include all items necessary to provide a complete installation. These items to include, but are not limited to, stirrups, ties, spacers, etc. Payment for this item will be by the pound (LB) of steel installed.
- V. Concrete ADA Curb Ramp: Contractor to install 6-inch thick concrete ADA Curb Ramps as directed by County staff. All ADA Curb Ramps are to be installed per the FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-002, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall

be the target. The contractor shall substitute a 3,000 psi "Regular Mix" concrete in place of a "FDOT" mix concrete for use on projects let under this contract. All concrete mix designs used on this project shall be approved by County Staff prior to use on this project. Any curbing or curb & gutter necessary to complete the Curb Ramp is excluded from this pay item and will be paid under the appropriate curb pay item. Payment for this item will be per square yard (SY) of 6-inch thick ADA curb ramp installed.

- W. Surface Applied ADA Detectable Warnings: Contractor to install surface applied ADA Detectable Warnings at all ADA Curb Ramps in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 522-002, Dated 2019, except as amended herein. All references to adjusted pay factors in the FDOT specifications are removed. Certain aspects of contractor quality control that relate to the contractual obligations should be between contractor and the "County of Volusia" as opposed to between contractor and "FDOT". Where reference is made to "Engineer" or "Department", the word "County" or "County Representative" as applicable shall be substituted. Where reference is made to specifications within Division I of the FDOT Standard Specs, this contract and its appropriate sections shall be the target. All ADA detectable warning mats used on this project shall be included on the current FDOT Approved Product List and shall be approved by County staff prior to use. Payment for this item will be per square foot (SF) of ADA detectable warnings installed.
- X. Performance Turf (Bahia Sod): Contractor to install Bahia Sod in all disturbed areas in accordance with FDOT Standard Specifications for Road and Bridge Construction (Section 570), Dated 2019. Payment for this item will be per square yard (SY) of sod installed.
- Y. Performance Turf (St. Augustine - Floratam): Contractor to install St. Augustine (Floratam) sod in all disturbed areas in accordance with FDOT Standard Specifications for Road and Bridge Construction (Section 570), Dated 2019. Payment for this item will be per square yard (SY) of sod installed.
- Z. Single Post Sign (Relocate): Contractor to relocate existing sign posts as necessary or as directed by County staff in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction dated 2019. Payment for this item will be per each (EA) sign relocated.
- AA. Short-Load Trip Charge (Projects less than 10 CY of Concrete): This pay item includes only the cost associated with projects that utilize less than 10 total cubic yards of concrete for a specific concrete mix. Payment for this item will be per each (EA) concrete mix that is less than 10 cubic yard on a project.
- BB. Temporary Traffic Control for Lane Closure with Flaggers: This pay item includes the cost of setting up and maintaining the Temporary Traffic Control (TTC) for lane closures with flaggers that last more than 60 continuous minutes. All TTC operations will be setup and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 102 Series, Dated 2019. Payment for this item will be per day (DAY) the lane closure is utilized.

CC. Temporary Traffic Control for Lane Closure without Flaggers: This pay item includes the cost of setting up and maintaining the Temporary Traffic Control (TTC) for lane closures without flaggers that last more than 60 continuous minutes. All TTC operations will be setup and maintained in accordance with FDOT Standard Specifications for Road and Bridge Construction (Standard Specs), Dated 2019 and the FDOT Standard Plans for Road Construction Index 102 Series, Dated 2019. Payment for this item will be per day (DAY) the lane closure is utilized.

#### **1.4 Exhibits**

**A. Exhibit I General Conditions**

**B. Exhibit II Insurance**

#### **1.5 Attachments**

**C. Attachment A – Pricing Sheet**

#### **2.0 SPECIAL CONDITIONS**

##### **2.1 Bid Closing Date**

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Thursday, October 3, 2019. Bids received after this time will not be considered.

##### **2.2 Proposed Schedule**

08/25/19 ..... Invitation to Bid Available  
09/12/19 ..... Pre-bid Conference  
09/19/19 ..... Last Day to Receive Written Questions  
10/03/19 ..... Bid Closing Date

##### **2.3 Point of Contact**

All inquiries regarding this solicitation shall be directed to the procurement analyst in charge of this project as listed below:

Inga Fegley, Senior Procurement Analyst  
Telephone: ..... 386-626-6623  
Fax: ..... 386-736-5972  
E-mail: ..... ifegley@volusia.org

##### **2.4 Questions, Exceptions, and Addenda**

It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named above in section 2.3 who shall be the official point of contact for this Bid.

Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at [www.volusia.org/bidlist](http://www.volusia.org/bidlist). Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation.

## 2.5 Delivery of Bids

### **DO NOT RESPOND TO THIS SOLICITATION ON LINE**

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida  
Purchasing and Contracts Office, Room 302  
123 West Indiana Avenue, 3rd floor  
DeLand, Florida 32720-4608  
Mark package(s) "**Bid # 19-B-156IF, Installation, Delivery, and Removal of Concrete**"

**Note:** Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Bids mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Section 2.1. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

## 2.6 Pre-bid Conference

- A. A pre-bid conference will be held at the Road and Bridge Barn located at 2560 W. State Road 44, DeLand, Florida, at 9:00 a.m., EST, Thursday, September 12, 2019. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf).

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

## 2.7 Bid Submittal Form

- A. See *Submittal Requirements* for complete details.
- B. Each Bidder shall submit FOUR (4) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
  - **Two (2)** hard copies marked "COPY"
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPIES; return only the pages that require signatures or information as detailed in Section 4.0.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive. Do not send confidential information, proprietary information, or trade secrets.

The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 5.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

## 2.8 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- A. Proper submittal of ALL documentation as required by this Bid. (Responsive)
- B. The greatest benefits to Volusia County as it pertains to: (Responsible)
1. Total Cost;
  2. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
  3. All technical specifications associated with this Bid;
  4. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared

to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

## **2.9 Local Preference Availability**

This is not funded by monies that prohibit the local preference provision and local preference does apply per Exhibit I, General Conditions and Instructions section 10. Local Preference.

## **2.10 Payment Terms**

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

## **2.11 Award Term**

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

## **2.12 Price Redeterminations**

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract

became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.12 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.
- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.
  - 1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

- D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.
- E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “Concrete Contractors, Nonresidential Building Work – PCU23811X23811X”, as published by the Bureau of Labor Statistics.
- F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=	.....	\$200.50
Base index PPI	=	.....	- \$179.20
PPI increase dollars	=	.....	\$21.30

PPI increase percentage ( $\$21.30 \div \$179.20 = .1189$ ).....11.9%

Unit cost of the service is	.....	\$100.00
30% of \$100.00 is directly attributed to the redetermination category....		\$30.00
\$30.00 × 11.9%	=	.....\$3.57
New unit price for the product/service is ( $\$100 + \$3.57$ ).....		\$103.57

- G. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.12, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.12 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section 2.12, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

## **2.13 Compliance with Federal Transit Administration Regulations**

COMPLIANCE WITH REGULATIONS: Contractor(s) must be in compliance with applicable Federal Transit Administration (FTA) regulations as indicated in the FTA Master Agreement and Best Practices Procurement Manual, Florida Statutes, Chapter 427, part 1, and the Florida Department of Transportation Rule Chapter 14-90.

Contractor(s) shall provide all requested information for State and Federal Reporting requirements in a timely manner. These documents can be found on the Internet at:

<https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-master-agreement-fiscal-year-2018>  
[www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90](http://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-90)

## **2.14 Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at:

<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

## **2.15 Termination**

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- B. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
  - 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

2. Inform County of the extent to which performance is completed;
  3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,
  4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section 2.11 - Award Term, Section 2.10 - Payment Terms and this Section 2.15 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section 2.15- Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work terminated.
- F. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work and complete the Work, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work.
- G. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

## **2.16 Damages to Rental Equipment**

Rental Contractor(s) agree to purchase such insurance, as they consider necessary to protect their equipment from damage or destruction during the term of this Agreement for rental of equipment. Rental Contractor(s) also agree that the County shall have no obligation for payment of damages of any nature to equipment provided with or without an operator unless clear and convincing evidence demonstrates that gross negligence of

either the County or its employees acting within the scope of their employment was the direct cause of such damage or destruction.

Rental Contractor(s) further understand and agree that no employee of the County other than the Director of Purchasing and Contracts is authorized to sign any rental or other agreement that contains terms and conditions other than those contained in this solicitation, and that any signature of a County employee other than the Director of Purchasing and Contracts shall be interpreted as the County's acknowledgement of delivery only.

## **2.17 New Material**

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section 2.4. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

## **2.18 Damages**

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

## **3.0 DEFINITIONS**

As used in this Bid, the following terms shall have the meanings set forth below:

**Agreement**: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Agreement Administrator**: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

**Bid**: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

**Bidder**: One who submits a response to an invitation to bid (ITB).

**Contractor:** The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

**County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

**County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.

**Master Agreement:** The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Preference:** The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**Purchase Order:** The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

**Subcontractor:** A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

#### **4.0 SUBMITTAL REQUIREMENTS (*Submit in the following order*)**

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

- ☐ **Completed Invitation to Bid Cover Page** signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- ☐ **Required Copies and Electronic Copy on CD or USB drive** (see Section 2.7)
- ☐ **Provide a Florida Department of State, Division of Corporations' Sunbiz report** available at [www.sunbiz.org](http://www.sunbiz.org).
- ☐ **Completed Bid Submittal Form** (use attached form Section 5.0).
- ☐ **References** - List at least three (3) recent references where the proposed services have been provided within the past three (3) years. Use of the attached form (Section 6.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.
- ☐ **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 14.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see

[https://library.municode.com/fl/volusia\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH114TA\\_ARTIINGE](https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE)

- ☐ **Insurance** - (See Exhibit II) Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and Volusia County contact person. Contractor shall provide the required insurance detailed in Exhibit II for the entire Term of the agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit II.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed

*Hold Harmless Agreement* (see Section 16.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

- ☐ **Conflict of Interest Form** (use attached form Section 7.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.
- ☐ **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.
- ☐ **W-9** Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under Vendor Self Service, which links to the registration site and the W-9 form can be accessed through this site as well.
- ☐ **Certification Affidavit by Local Business (use attached forms 11.0 and 12.0)** All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.
- ☐ **Drug-Free Work Place form** (use attached form Section 8.0).
- ☐ **Certification Regarding Debarment – Prime** (use attached form Section 9.0).
- ☐ **Certification Regarding Debarment – Sub** *if applicable* (use attached form Section 10.0).
- ☐ **CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES** (use attached form in Section 15.0)

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

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5.0 BID SUBMITTAL FORM

\_\_\_\_\_, 2019

TO: County of Volusia, Florida  
Office of Director of Purchasing and Contracts  
123 W. Indiana Avenue, Room 302  
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] \_\_\_\_\_  
\_\_\_\_\_ has carefully examined the specifications to furnish **Installation, Delivery, and Removal of Concrete**, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Thursday, October 3, 2019**, and further declares that the firm will furnish the Installation, Delivery, and Removal of Concrete according to specifications.

**COMPLETE ATTACHMENT A – BID PRICE SHEET (EXCEL WORKSHEET)**

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ Yes ☐ No Total number employees \_\_\_\_\_

F.O.B. Destination, freight allowed

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? \_\_\_\_\_%

Which does the firm use: ☐ Diesel fuel or ☐ Gasoline?

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages? \_\_\_\_\_%

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of materials? \_\_\_\_\_%

Prompt payment discount, if applicable: \_\_\_\_\_ %, \_\_\_\_\_ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, \_\_\_\_ % ☐ NO

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements and terms and conditions of this Invitation to Bid No. **19-B-156IF, "Installation, Delivery, and Removal of Concrete"**,

including all exhibits and attachments (as amended) and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per Exhibit II, Insurance, upon notification of recommendation of award.

---

The vendor acknowledges that information provided in this Bid is true and correct:

**x**

---

Authorized Signature

---

Printed Name

---

Title

Date

---

Company Name

---

Full Address

---

Telephone

Fax

E-mail Address

---

Dunn & Bradstreet #

Federal I.D. #

---

## 6.0 REFERENCES

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

## 7.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (*printed name*) \_\_\_\_\_, am the  
(*title*) \_\_\_\_\_ and the duly authorized representative of  
the firm of (*Firm Name*) \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I possess the  
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real  
or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and  
without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known to me **or**  
who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

## 8.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

\_\_\_\_\_ does:  
(Name of Firm)

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

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

## 9.0 CERTIFICATION REGARDING DEBARMENT

**Certification Regarding  
Debarment, Suspension,  
And Other Responsibility Matters  
Primary Covered Transactions  
TO BE COMPLETED BY CONTRACTOR**

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
  4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

## 10.0 CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion  
TO BE COMPLETED BY ALL SUB-CONTRACTORS**

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and
  4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

## 11.0 CERTIFICATION AFFIDAVIT BY CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: \_\_\_\_\_  
(Authorized individuals name and title)

For: \_\_\_\_\_  
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

**I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.**

\_\_\_\_\_  
(Signature)

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

## 12.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

A. This sworn statement is submitted to County of Volusia, FL, Purchasing and Contracts;

By: \_\_\_\_\_  
(Authorized individuals name and title)

For: \_\_\_\_\_  
(Name of Company/Individual submitting sworn statement)

B. Local Preference Eligibility

1. Vendor has been in business for a minimum of six (6) months prior to the date of Bids or quote ☐ Yes ☐ No
2. Vendor has proof of local business in the form of a business tax receipt from a local jurisdiction per Volusia County Local Preference ordinance ☐ Yes ☐ No

**I understand that the submission of this form to the contracting officer for Volusia County, Florida, is valid through the end of term of the awarded Agreement. I also understand that failure to notify the County of Volusia of a change in address out of the local area may result in breach of Agreement.**

\_\_\_\_\_  
(Signature)

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

### **13.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION**

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

## 14.0 PROOF OF EXEMPTION



### BUSINESS SERVICES

#### REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-5729

[www.volusia.org/revenue](http://www.volusia.org/revenue)

I certify that the business known as (*business name*) \_\_\_\_\_,  
providing \_\_\_\_\_ services, which is located at (*street address*) \_\_\_\_\_  
\_\_\_\_\_, (*city*) \_\_\_\_\_, falls under the business tax exemption described in:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Florida Statute 205. 063 | <input type="checkbox"/> Florida Statute 205. 065 | <input type="checkbox"/> Florida Statute 205. 191 |
| <input type="checkbox"/> Florida Statute 205. 064 | <input type="checkbox"/> Florida Statute 205. 162 | <input type="checkbox"/> Florida Statute 205. 192 |
|   | <input type="checkbox"/> Florida Statute 205. 171 |   |

[https://library.municode.com/fl/volusia\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH114TA\\_ARTIINGE](https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE)

**OR** is the type of business indicated below:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Child Care – Residential   | <input type="checkbox"/> Insurance Adjuster, Agent,<br>or Company         | <input type="checkbox"/> Radio/Television Station         |
| <input type="checkbox"/> Commercial Rentals         | <input type="checkbox"/> Pharmacist/Pharmacy<br>(Prescription Drugs Only) | <input type="checkbox"/> Religious Institution            |
| <input type="checkbox"/> Door to Door/Peddler Sales |   | <input type="checkbox"/> Residential Rentals over 6months |
|   |   | <input type="checkbox"/> Sale of Alcoholic Products only  |

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, who is/are personally known to me **or**  
who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

**15.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 16.0 HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or [the above-named business] entered into a contract for \_\_\_\_\_ (*please insert name of contract*), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection

with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me **or** who has/have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF

Type or print name:

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Seal)

## EXHIBIT B: PRICE SCHEDULE

ITEM	DESCRIPTION	UNIT	UNIT PRICING
1	Removal of Existing Concrete Sidewalk & Driveways (4-inch thick)	SY	\$ 10. 00
2	Removal of Existing Concrete Sidewalk & Driveways (6-inch thick)	SY	\$ 15.00
3	Removal of Existing Concrete Curb & Gutter (All Types)	LF	\$ 5.00
4	Removal of Existing Miscellaneous Concrete	CY	\$ 120.00
5	Clearing and Grubbing	SY	\$ 2.50
6	Regular Excavation (Bank Measure)	CY	\$ 10 00
7	Embankment (Truck Measure)	CY	\$ 18.00
8	Type F Concrete Curb & Gutter (< 50 LF)	LF	\$ 22.00
9	Type F Concrete Curb & Gutter(> 50 LF)	LF	\$ 19.00
10	Concrete Drop Curb & Gutter (<50 LF)	LF	\$ 21.00
11	Concrete Drop Curb & Gutter (? :50 LF)	LF	\$ 18.00
12	TypeD Concrete Curb(< 50 LF)	LF	\$ 18.00
13	Type D Concrete Curb (> 50 LF)	LF	\$ 15.00
14	4-inch thick Concrete Sidewalk ( < 90 SY)	SY	\$ 41.00
15	4-inch thick Concrete Sidewalk ( :_ 90 SY)	SY	\$ 36.00
16	6-inch thick Concrete Sidewalk & Driveway ( < 90 SY)	SY	\$ 48.00
17	6-inch thick Concrete Sidewalk & Driveway ( > 90 SY)	SY	\$ 43.00
18	Miscellaneous Concrete Class I including formwork (3000 psi)	CY	\$ 510.00
19	Miscellaneous Concrete Class II including formwork (4500 psi)	CY	\$ 540.00
20	Add Fibermesh to Sidewalk, Driveway and Misc. Concrete	CY	\$ 12.00
21	Reinforcing Steel for Miscellaneous Concrete	LB	\$ 0.60
22	Concrete ADA Curb Ramp (6-inch thick)	SY	\$ 54.00
23	Surface Applied ADA Detectable Warnings	SF	\$ 25.00
24	Performance Turf (Bahia Sod)	SY	\$ 2.70
25	Performance Turf (St Augustine/Fioratam)	SY	\$ 3.80
26	Single Post Sign (Relocate)	EA	\$ 120.00
27	Short-Load Trip Charge (Projects < 10 CY)	EA	\$ 180.00
28	Temporary Traffic Control for Lane Closure with Flaggers	DAY	\$ 840.00
29	Temporary Traffic Control for Lane Closure without Flaggers	DAY	\$ 600.00

## Zimmerman, Kirk

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**From:** Mike Saboungi <mike@saboungiconstruction.com>  
**Sent:** Thursday, February 27, 2020 11:23 AM  
**To:** Zimmerman, Kirk  
**Subject:** Re: CODB Piggyback revisions

Accepted

Mike Saboungi  
President  
[mike@saboungiconstruction.com](mailto:mike@saboungiconstruction.com)  
(386) 672-2077  
290A N US Highway 1  
Ormond Beach, FL 32174

On Thu, Feb 27, 2020 at 10:28 AM Zimmerman, Kirk <[ZimmermanKirk@codb.us](mailto:ZimmermanKirk@codb.us)> wrote:

Our legal department asked that we take out the scope and insert Volusia County's ITB and Master Agreement.

Please acknowledge your acceptance of this change by replying to this email.

You do not need to re-sign.

Kirk Zimmerman, CPPB

Buyer

City of Daytona Beach

386-671-8081 – Phone

386-671-3964 – Fax

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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.