

**AGENDA FOR REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF  
INVERNESS, FLORIDA, VALERIE THEATRE - 207 COURTHOUSE SQUARE  
October 20, 2020 - 5:30 PM**

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**NOTICE TO THE PUBLIC**

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to provide that a verbatim record of the proceeding is made, which record includes testimony and evidence upon which the appeal is to be based (Section 286.0105, Florida Statutes).

Accommodation for the disabled (hearing or visually impaired, etc.) may be arranged with advance notice of seven (7) days before the scheduled meeting, by dialing (352) 726-2611 weekdays from 8 AM to 4 PM.

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**ENCLOSURES\***

- 1) INVOCATION, PLEDGE OF ALLEGIANCE & ROLL CALL**
- 2) PLEASE SILENCE ELECTRONIC DEVICES**
- 3) ACCEPTANCE OF AGENDA**
- 4) MAYOR'S LOCAL ACHIEVEMENT AWARDS**
- 5) PUBLIC HEARINGS**
  - 4 - 6 a) Ordinance 2020-755 Parks - 2nd Reading\*
- 6) OPEN PUBLIC MEETING**

*The public is invited to express opinion on any item for this meeting or pending action at a future meeting of City Council. (Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)*
- 7) PRE-SCHEDULED PUBLIC APPEARANCES**
  - 7 a) FDOT M-CORES Presentation

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October 20, 2020 - 5:30 PM**

**8) CITY ATTORNEY REPORT**

**9) CONSENT AGENDA**

8 - 9 a) Bill Listing \*

*Recommendation - Approval*

10 - 14 b) Council Minutes - 10/06/20\*

*Recommendation - Approval*

15 - 18 c) Proclamation Authorization - American Indian Heritage Month &  
Children's Grief Awareness Day\*

**10) CITY CLERK'S REPORT**

19 a) Declaration of Surplus\*

**11) CITY MANAGER'S REPORT Correspondence/Reports/Recommendations**

20 - 109 a) RFP - DPW & Bank Parking Lots Reclamation\*

110 - 116 b) Tourist Development Council Memorandum of Understanding (MOU)\*

c) Projects Update

- Cooter Pond Decking and Lighting
- 581 Sidewalk
- Eden Dr. Trail Crossing Signalization

d) Other

- COVID-19
  - \* CARES Act Phase III Small Business Grant Program
- Fall Events

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**12) COUNCIL/MAYOR SUBJECTS**

**13) NON-SCHEDULED PUBLIC COMMENT**

*(Speaking time limit: Individual - 3 minutes; Group/Organization - 5 minutes)*

**14) ADJOURNMENT**

a) **DATES TO REMEMBER**

Cooter Festival & Cooterween

Saturday, October 24 & Sunday, October 25, 2020

Depot District

Inverness Farmer's Market

Wednesday, October 28, 2020 from 4:00pm - 7:00pm

The Depot Pavilion

Carved Jack-O-Lantern Contest

Saturday, October 31, 2020 at 6:00pm

Valerie Theatre Fountain Plaza

Inverness City Council Regular Meeting

Wednesday, November 4, 2020 at 5:30pm

Inverness Government Center

## Agenda Memorandum – *City of Inverness*

October 20, 2020

TO: Elected Officials  
FROM: City Manager  
SUBJECT: Public Hearing - Parks and Rec Ordinance Modification (second reading)  
CC: City Clerk, WPP Manager, Aquatics Manager, & Depot District Manager  
Enclosure: Ordinance 2020-755

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As presented at the October 6 meeting of Council, the City Parks System has seen a recent increase in the number of individuals sleeping/lodging in the parks. When approached by law enforcement most of the individuals are determined to be homeless. The parks are not an appropriate venue for this type of activity. In dealing with these circumstances we often provide local resource information for aid, housing and other means to help those who are in need or want of shelter.

However, some individuals decline such services and continue to sleep and/or camp on park property. We are at a point that the Citrus County Sheriff's Office and City personnel need to be best positioned to enforce the park rules and clarity in the Parks and Recreation Ordinance (Ch. 14.5) is needed.

The enclosed proposed modification to Chapter 14.5 Section 6 of the Code better defines the context in which persons may or may not sleep within the City Parks. Unfortunately, there are a number of Florida communities currently dealing with this issue. It is recommended that Council proceed with the final adoption of the modification to the ordinance on a second reading.

***Recommended Action:***

1. Motion, second and vote to read ordinance 2020-755 by title only.
2. Open the Public Hearing
3. Those for, Those against
4. Deliberate the Matter
5. Close the Public Hearing
6. Motion, second and vote to approve ordinance 2020-755 on final reading by roll call.

If you wish to discuss this further, please contact me at your convenience.



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Eric C. Williams

**ORDINANCE 2020 – 755**

**AN ORDINANCE OF THE CITY OF INVERNESS AMENDING SECTION 14.5-6 OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION (Q) TO CLARIFY PARK VAGRANCY; PROVIDING FOR ANY TIME IN THE PARKS; PROVIDING INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Inverness has the authority to adopt this modification to Ordinance pursuant to State of Florida Litter Law, F.S. § 403.413.

**WHEREAS**, the City of Inverness desires to clarify the Ordinance to ensure city parks are for recreational use and to provide alternate resources for those who sleep in city parks.

**WHEREAS**, this Ordinance has received a recommendation from the City’s local law enforcement agency to clarify and include but not limit verbiage to aid officers in enforcing the daytime and overnight sleeping in city parks.

**WHEREAS**, the City Council finds that this Ordinance is in the best interest and welfare of the citizens of the City of Inverness and to visitors.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY OF INVERNESS, FLORIDA, AS FOLLOWS:**

**SECTION 1: RECITALS.** The above referenced “Whereas” clauses are true and correct and constitute legislative findings of the City Council.

**SECTION 2: ADOPTION.** Section 14.5-6 (q) Parks and Recreation Ordinance is hereby amended to read, as provided in **Exhibit A**, as follows (words that are ~~stricken-out~~ are deletions; words that are underlined are additions; provisions not included are not being modified).

**SECTION 3: INTENT.** By modifying the Ordinance is to ensure the best interest of city residents and visitors and to provide resources to those who tend to use city parks as a homestead.

**SECTION 4: CODIFICATION.** **Exhibit A** of this Ordinance shall be codified and made part of the City of Inverness Parks and Recreation Sections of this Ordinance may be renumbered or re-lettered to accomplish the intent of this Ordinance: that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word. The City Clerk is given liberal authority to correct scribes’ errors, such as incorrect code cross references, grammatical, typographical and similar or like errors when codifying this Ordinance.

**SECTION 5: CONTROL.** In the event of a conflict or conflicts between this Ordinance and other ordinances, this Ordinance controls.

**SECTION 6: SEVERABILITY.** It is the intent of the City Council of the City of Inverness, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

**SECTION 7: EFFECTIVE DATE.** This Ordinance shall become effective as provided by law.

Upon motion duly made and carried on first reading, the foregoing Ordinance was approved on the \_\_\_\_ 6<sup>th</sup> \_\_\_\_ day of \_\_\_\_ October \_\_\_\_, 2020.

Upon the motion duly made and carried on the second reading, the foregoing Ordinance was adopted on the \_\_\_\_ day of \_\_\_\_, 2020.

\_\_\_\_\_  
JACQUIE HEPFER, President

\_\_\_\_\_  
ROBERT PLAISTED, Mayor

ATTEST:

\_\_\_\_\_  
SUSAN JACKSON, City Clerk

Approved as to form and correctness

\_\_\_\_\_  
ROBERT BATSEL, JR., City Attorney

## Agenda Memorandum – *City of Inverness*

October 20, 2020

TO: Elected Officials  
FROM: City Manager  
SUBJECT: FDOT M-Cores Presentation  
CC: City Clerk

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The Multi-use Corridors of Regional Economic Significance (M-CORES) program was created by the Florida Legislature to provide recommendations and evaluations that would help plan for the transportation needs of a growing Florida. The focus is to revitalize rural communities, encourage job creation and provide regional connectivity while leveraging technology, enhancing the quality of life and public safety, and protecting the environment and natural resources.

The Florida Department of Transportation (FDOT) was assigned with assembling task forces to study three specific corridors:

- The Suncoast Connector, extending from Citrus County to Jefferson County
- The Northern Turnpike Connector, extending from the northern terminus of Florida's Turnpike northwest to the Suncoast Parkway
- The Southwest-Central Florida Connector, extending from Collier County to Polk County

The Task Forces are charged with providing recommendations and evaluations in a final report by November 15, 2020, which will guide the FDOT in its subsequent study phases through the implementation of high-level needs, guiding principles, and instructions. The City does not have a representative on the Task Force.

Recently the Task Force, at a public meeting, proposed certain corridors that could directly impact the City of Inverness, specifically the Highway 44 corridor. Given, City staff reached out to FDOT to garner a presentation to City Council for awareness and comment. It is recommended that City Council receive the presentation by FDOT representatives and provide comment and direct the City Manager convey any comments via letter to the FDOT prior to the issuance of final M-Core report.

***Recommended Action:***

1. Receive the FDOT Presentation on the M-Cores
2. Provide Comment and Discussion
3. Motion, second and vote to direct the City Manager to craft a letter to the FDOT summarizing the City Council's comments regarding the M-Cores proposed corridors.

If you wish to discuss this further, please contact me at your convenience.



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Eric C. Williams

10/14/2020 08:34  
siddings

|CITY OF INVERNESS  
|CASH REQUIREMENTS REPORT

|P 1  
|apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/21
			TOTALS FOR ACE HARDWARE CO OF INV INC		33.91
			TOTALS FOR ANCHOR BENEFIT CONSULTING, INC		1,301.35
			TOTALS FOR TIME WARNER CABLE		104.98
			TOTALS FOR DEANNA MARIE BROOKS		65.00
			TOTALS FOR CASHIER, DEPT. OF COMMUNITY AFFAIRS		175.00
			TOTALS FOR EMBARQ FLORIDA, INC		484.36
			TOTALS FOR CITRUS SPORTS & APPAREL LLC		5,237.50
			TOTALS FOR CLERK OF THE CIRCUIT COURT, ANGELA VICK		64.00
			TOTALS FOR COMPOSTUSA OF SUMTER		252.95
			TOTALS FOR ESO SOLUTIONS, INC.		190.55
			TOTALS FOR FLORIDA MUNICIPAL INSURANCE TRUST		273.13
			TOTALS FOR FLORIDA PEST CONTROL & CHEMICAL CO.		4,601.08
			TOTALS FOR FLORIDA REDEVELOPMENT ASSN		745.00
			TOTALS FOR GILLIGAN, GOODING, BATSEL, ANDERSON & PH		3,219.50
			TOTALS FOR MAILFINANCE INC		1,970.00
			TOTALS FOR HAWKINS, INC.		174.00
			TOTALS FOR HILLMAN SUPPLY COMPANY		29.10
			TOTALS FOR MT CAUSLEY, INC		9,315.65
			TOTALS FOR ONLINE IMPLEMENTATION SERVICES, INC		235.20
			TOTALS FOR QUICK CARE MED, PL		675.00
			TOTALS FOR SUNSHINE STATE ONE CALL OF FLORIDA		51.24
			TOTALS FOR TYLER TECHNOLOGIES, INC.		56,591.86
			TOTALS FOR U.S. WATER SERVICES CORPORATION		90,904.32
			TOTALS FOR UB REFUND		1,951.70
			TOTALS FOR UNIFIRST CORPORATION		68.70
			TOTALS FOR US BANK NATIONAL ASSOCIATION		250.00
			TOTALS FOR US LEGAL SERVICES, INC		18.75



10/14/2020 08:34  
siddings

|CITY OF INVERNESS  
|CASH REQUIREMENTS REPORT

|P 2  
|apcshreq

VENDOR DOCUMENT	INVOICE	VOUCHER	DESCRIPTION	DUE DATE	DUE 09/30/21
	TOTALS FOR USIC LLC				6,844.35
			REPORT TOTALS		185,828.18

\*\* END OF REPORT - Generated by Stacey Iddings \*\*

October 6, 2020  
5:30 PM

The City Council of the City of Inverness met on the above date in Regular Session at 212 W. Main Street with the following members present:

President Hepfer  
Vice President Ryan  
Councilwoman Bega  
Councilman Hinkle  
Councilman McBride  
Mayor Plaisted

Also present were City Manager Williams, City Attorney Batsel, Staff Members, and City Clerk Jackson.

The Invocation was given by Councilman Ryan and the Pledge of Allegiance was led by the City Council.

#### **ACCEPTANCE OF AGENDA**

Councilman McBride motioned to accept the Agenda as presented. Seconded by Councilman Hinkle. The motioned carried.

#### **MAYOR'S LOCAL ACHIEVEMENT AWARDS**

None

#### **PUBLIC HEARINGS**

5)a) Preservation Point Modification Hearing (Eden Project)\* with City Manager Williams noting New Horizons Funding, Inc. wishes to begin construction of the Preservation Point RV Resort and has requested modifications to the 2011 Citrus County-approved Planned Unit Development. Since the May 2019 annexation of the property into the City limits, this modification request is under the authority of the City of Inverness. However, to be consistent and respectful of Citrus County's suggested pathway to consideration/approval, the City is using the Citrus County Land Development Code (LDC) Section 4304 – Modification of a Previously Approved Planned Unit Development (PUD) criteria to review and consider the modification request. Based on Section 4304 of the Citrus County Land Development Code, the requested modifications constitute a major modification to the original approval. Referencing the Citrus County LDC requiring a new application and approval, the Inverness City Council will be the decision-making authority for the modification request.

**The Public Hearing was opened.** Community Development Director Rice presented a review of the staff evaluation and analysis of the project and the requested modifications. Director Rice spoke of the density relating to the acreage of the property, noting the amount of wetlands and uplands. Modifications included removal of the proposed golf course, retain single ownership, sidewalks & buffers, etc. Staff recommendation was to approve the modifications based on the developer's desire for flexibility. Developer John Eden reiterated the details of the modifications requested to Council and with the age of

the original master plan, changes were required. The modifications make the project more economical and environmentally friendly. Councilwoman Bega questioned the number of sites in Phase 1 as 176, and regards to Phases 2 & 3. Director Rice noted Phases 2 & 3 have yet to be designed. City Manager Williams added the developer would have to have additional approval when that time comes. Councilman Ryan understands the changes and thinks the project is a good idea and a welcomed addition. Councilman McBride had no problem with the number of spaces requested, and elements can change based on the market. Councilman Hinkle stated that due diligence has been done and it will be nice to get the project moving forward.

**For the Ordinance:** Josh Wooten – Chamber of Commerce stated his support of the project and the changes make a better project. Karen Esty questioned the acreage with City Manager noting the uplands and wetlands. Ms. Esty thinks the RV park will be a success. Mary Kay Bugman questioned the increase in traffic, boat traffic and launching, noise, etc.

**No one spoke against the Ordinance.**

**The Public Hearing was closed.**

**Councilman Hinkle motioned to approve the modification as proposed and authorize the City Manager to send approval letter accordingly. Seconded by Councilman Ryan. The motion carried.**

#### **OPEN PUBLIC MEETING**

Bud Osborne stated he was in favor of the RV park and thanked Council for returning Friday Night Thunder event and for Sertoma recognition.

#### **PRE-SCHEDULED APPEARANCES**

None

#### **CITY ATTORNEY REPORT**

None

#### **CONSENT AGENDA**

- a) Bill Listing\*
  - Recommendation – Approval
- b) Council Minutes – 09/15/20 and 09/17/20 Final Budget\*
  - Recommendation – Approval

**Councilman Ryan motioned to accept the Consent Agenda. Seconded by Councilman McBride. The motion carried.**

#### **CITY MANAGER'S REPORT**

**10)a) Christmas Parade Application – Chamber of Commerce\*** with City Manager stating the Citrus County Chamber of Commerce puts on the Inverness Christmas Parade annually and this year it is scheduled for December 12, 2020 with staging for the parade commencing at 8:30am at Citrus High School and a scheduled start time of 12:00pm. The program will follow the normal route on Main Street and turn to finish at Highland Boulevard. This year new rules and guidelines will be implemented to mitigate circumstances of COVID 19. The City of Inverness must include a copy of the minutes

from a meeting of the governing board to approve the City's hosting of the event. Josh Wooten addressed Council and spoke of COVID and the guidelines that will be observed. He noted that the parade will also be live streamed for those wishing to stay home, and that the community wants and needs this event. Council consensus was in favor of the parade. **Councilwoman Bega motioned to authorize that the City host and accommodate the parade on December 12, 2020 on the FDOT Highway 41/44 (Main Street) through town, and accordingly support a temporary closure of the road for this purpose. Seconded by Councilman Hinkle. The motion carried.**

**10)b) DCF Second Lease Modification\*** with City Manager Williams stating Since 2014 the City has leased 5089 square feet of office space to the Department of Children and Families since 2014. The initial lease was for a seven-year term that is set to expire on January 31, 2021. Under the current terms a renewal would be for a seven-year term commencing at the base lease rate of \$13.19 per square foot per annum. The City and DCF have worked to develop a modification to the current lease terms providing for a five-year renewal to commence February 1, 2021 at a lease rate of \$18.50 per square foot per annum, to be increased each subsequent year at \$0.50 per square foot. **Councilman Ryan motioned to approve the second modification of the DCF lease for 5,089 sq. ft. of office space in the Inverness Government Center and authorize the City Manager to execute the documents. Seconded by Councilman McBride. The motion carried.**

**10)c) Whispering Pines Park Update** with Facility Manager Worley and Aquatics Coordinator Powell updating Council noting this year the Park came under new park management personnel and approach. The mission has been to provide an environment that welcomes new and revamped recreational opportunities. A priority to accomplishing this has been to first bring certain facilities within WPP back to good working order. The pool, splashpad, and the ballfields have all see significant work over the course of the year. Development of a manageable plan that is appropriately funded within the budget and can properly execute the day to day operations, as well as planning for the future is in progress. Manager Worley highlighted the improvements made and upcoming events with the staff going above and beyond to make the Park so great. Coordinator Powell spoke of goals, new programs, her background, etc. Significant improvements have been made at the pool within budget. Stated COVID has made activity challenging but manageable.

**10)d) Ordinance 2020-755 – Park Modification (Ch. 14.5) – First Reading\*** with City Manager noting the City Parks System has seen a recent increase in the number of individuals sleeping/lodging in the parks. When approached by law enforcement most of the individuals are determined to be homeless. The parks are not an appropriate venue for this type of activity. The proposed modification to Chapter 14.5 Section 6 better defines the context in which persons may or may not sleep within the City Parks. **Councilman Ryan motioned to have the Clerk read Ordinance 2020-755 by Title only. Seconded by Councilwoman Bega. The motion carried.**

**ORDINANCE 2020 – 755**

**AN ORDINANCE OF THE CITY OF INVERNESS AMENDING SECTION 14.5-6 OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION (Q) TO CLARIFY PARK VAGRANCY; PROVIDING FOR ANY TIME IN**

**THE PARKS; PROVIDING INCLUSION IN THE CODE OF ORDINANCES. PROVIDING FOR CODIFICATION, CONFLICTS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**Councilman Ryan motioned to approve Ordinance 2020-755 on a first reading by roll-call. Seconded by Councilman McBride. Roll call vote was as follows: Councilwoman Bega, yes; Councilman Hinkle, yes; Councilman McBride, yes; Councilman Ryan, yes; President Hepfer, yes. The motion carried.**

**10)e) Project Updates (Verbal)**

- Christmas Décor/Lights will include the Depot District and Liberty Park.
- Septic to Sewer Grant – 44 West with Alan Gerrie of Kimley-Horn reporting that application was made to the Springs Restoration Fund and this project has been awarded \$1.8M, 80% of the project cost, to benefit the City and the environment. Remaining 20% will be by assessment for properties from Outback Restaurant to Nick Nicholas Ford.
- Pleasant Grove Sidewalk is well underway and will transform the roadway.

City Manager Williams additionally reported on the following:

- COVID-19 with the Governor rescinding several orders and the City will work with local businesses moving forward.
- Fall Events will include precautionary guidelines regarding COVID.
- Festival of the Arts will be moved to the Depot District. It is a critical time for local businesses and we want to make the event happen.
- Valerie Theatre will continue with live shows, auditioning, etc. involving community groups.
- Chronicle's Home & Garden Show at the Depot District was a great success.

**COUNCIL/MAYOR SUBJECTS**

Mayor Plaisted was disappointed with a letter to the Editor regarding the Festival of the Arts. He would love to see this event back under the FOTA committee. Attended the Valerie Theatre old time radio show.

City Manager Williams spoke to the letter to the Editor and see the opportunity to involve those who are passionate for the event.

Councilwoman Bega noted stewardship of the environment and tax dollars. The RV project is a top development for our City and the economic impact will be great.

Councilman Hinkle agreed the RV park will be a positive addition. Spoke of COVID, expense of events, and hopes to encourage the community.

Councilman Ryan attended the Home & Garden show by the Chronicle. Stated growth of the City needs to happen. Spoke of the upcoming Art Festival and disappointment in the comments made by citizens. Attended the CCCC meeting where he was appointed President for next year.

President Hepfer agreed with the Councilmembers and thanked staff for all they do for the City.

**CITIZENS NOT ON AGENDA**

None

Meeting adjourned at 7:38p.m.

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Council President

## Agenda Memorandum – *City of Inverness*

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**DATE:** October 20, 2020  
**ISSUE:** Authorization for Proclamation Issuance  
“American Indian Heritage Month & Children’s Grief Awareness Day”  
**FROM:** City Clerk Jackson  
**ATTACHED:** Proclamation(s)

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The attached proclamation(s) is for the Inverness City Council to consider and authorize issuance in recognizing:

**“American Indian Heritage Month” and  
“Children’s Grief Awareness Day”**

*Recommended Action:*

If City Council supports the above listed subject, and wishes to issue the Proclamation(s), please motion, second and vote to authorize such Proclamation(s) to be issued by the Mayor as arranged by the Office of the City Clerk.



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Susan Jackson, City Clerk

# Proclamation

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned.

NOW, THEREFORE, I, Robert Plaisted, Mayor of the City of Inverness, do hereby proclaim November 2020 as

*“National American Indian Heritage Month”*

in the City of Inverness, and encourage all citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand on the 20<sup>th</sup> day of October, 2020.

ATTEST:

\_\_\_\_\_  
*Robert Plaisted, Mayor  
City of Inverness*

\_\_\_\_\_  
*Susan Jackson, City Clerk*

# Proclamation

WHEREAS, children who have experienced the death of a loved one, especially a close family member, can carry that loss within them forever, and it sometimes causes confusion in the minds of youngsters as they struggle to understand why their loved one was taken away; and

WHEREAS, the great majority of grieving children feel alone, not understood and fearful, on top of their feelings of grief, leading in many cases to an inability to manage or even face their grief; and

WHEREAS, many adults and other children erroneously believe that grieving children are resilient enough that they 'just get over' their grief, so much so that children have often been called 'forgotten mourners'; and

WHEREAS, Children's Grief Awareness Day hopes to raise awareness of the painful impact the death of a loved one has on the life of a child, and to provide ways for caring adults and young people to let grieving children know that they are not forgotten in the midst of their grief; and

WHEREAS, the many issues brought on by COVID-19 have created additional concerns and complications that may distract adults from focusing on the immediate grief needs of their children who, at the same time, may also be experiencing and reacting to numerous grief-causing changes in their everyday lives; and

WHEREAS, Children's Grief Awareness Day is observed each year on the Thursday before Thanksgiving, immediately preceding the winter holidays, which can be a particularly difficult time for grieving children; and this year, on November 21, thousands of children and adults from all walks of life from across the United States will join together to show their support for grieving children by participating in Children's Grief Awareness Day.

NOW, THEREFORE, I, Robert Plaisted, Mayor of the City of Inverness, do hereby proclaim the month of November 19, 2020 as

*"Children's Grief Awareness Day"*

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Robert Plaisted, Mayor  
City of Inverness

*Susan Jackson, City Clerk*

## Interoffice Memorandum – *City of Inverness*

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May 5, 2020

TO: Elected Officials  
FROM: City Clerk  
SUBJECT: Declaration of Surplus Property  
CC: Finance Director

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Provided below is a list of items that have been determined no longer useful or available for the operation of City Government. City Council is asked to authorize that we proceed with disposal of the items listed below.

Oak Ridge Cemetery	(2) Toro Mowers purchased 1987 & 1988
Public Works Department	(5) Fire Hydrants

***Recommended Action –***

City Council is asked to motion, second and vote to declare the listed items as surplus property and authorize that we proceed with disposal.

Thank you for your support of this matter.

  
\_\_\_\_\_  
SUSAN JACKSON

## Agenda Memorandum – *City of Inverness*

October 20, 2020

TO: Elected Officials

FROM: City Manager

SUBJECT: Public Works & Pine Street (Front of Brannen Bank) Parking Lot Reclamation Project – RFP 2020-05-DPW Bid Award

CC: City Clerk, Public Works Director & Finance Director

Enclosure: RFP Packet/Plan Set, Engineer’s Bid Results Letter, Bid Tabulation, Pave Rite Submittal, RFP Agreement, & Notice of Intent to Award

Recently the City let a project and received sealed bids for the reclamation of the Pine Street parking lot in front of Brannen Bank, and the reclamation of the Public Works Maintenance Facility (820 Pleasant Grove Rd). Both of these facilities are in need of attention.

The Pine Street Parking Lot is approximately 0.3 acres of parking spaces and drive lanes that is in deplorable condition due to test well monitoring for decades from the widening of the Highway and abandonment of old service stations. Until recently the City did not completely own the facility. At the conclusion of the test well program the FDOT deeded over the property to the City. This parking facility serves the downtown business community and with this project will bring up to the City’s standards.

The Public Works Facility was built in 1983 and the parking lot has reached the end of its useful life. The facility is the main hub for the department and daily operations brings constant traffic of heavy machinery and equipment. The project will consist of the reclamation and rehabilitation of approximately 1 acre of existing parking spaces and drive lanes.

Each submittal was verified and tabulated with the amounts reflected in the table below by respondent for the total cost of both project sites:

<b>Contractor</b>	<b>Total Bid Amount</b>
<b>Pave-Rite, Inc.</b>	<b>\$143,110.71</b>
CW Roberts	\$154,228.40
Pospiech Contracting, Inc.	\$217,995.00
Asphalt Engineering, Inc.	\$276,635.00

Kimley Horn (KHA), the City's Engineer for the project, reviewed the submittals for completeness, pricing, and sufficiency. KHA provided a bid results letter (see attached) recommending Pave-Rite, Inc. as the lowest and best responsive bidder. The projected duration of the project is 4 months. We will work with the bank to avoid disruption to the drive thru services during the course of the project. Additionally, adjustments to the timed on and off-street parking within the downtown will be modified to avail the reduction of available parking during the course of the project. It is recommended that the Council proceed with the recommended award. The project should commence within 10 days of issuance of a notice to proceed.

***Recommended Action -***

1. Motion, second, and vote to award the Public Works and Bank Parking lot Project to Pave-Rite, Inc. as recommended by the City's Engineer of Record and authorize the City Manager to execute the Agreement, Notice of Intent to Award, and any change orders to the project.

If you wish to discuss this further, please contact me at your convenience.



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Eric C. Williams

**SPECIFICATIONS**  
**FOR**  
***Public Works and Bank Parking Lot Reclamation Project***



**Inverness, Florida**

**September 2020**

**BID Number 2020-05-DPW**  
**KHA Project No. 142240051 & 142240052**

**Kimley»Horn**

© Kimley-Horn and Associates, Inc.  
Suite 400  
101 E Silver Springs Boulevard  
Ocala, Florida 34470  
352/438-3000 TEL

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**END OF SECTION**

## SECTION 00020 – INVITATION TO BID

CITY OF INVERNESS – PUBLIC WORKS AND BANK PARKING LOT RECLAMATION PROJECT

DATE: September 14, 2020 Bid Number: 2020-05-DPW

NOTICE IS HEREBY GIVEN that the City of Inverness will receive sealed bids for construction of the **Public Works and Bank Parking Lot Reclamation Project**.

All contractors licensed by the State of Florida are hereby invited to submit a bid on the above referenced project. Bids will be received until 2:00 pm, E.S.T., on October 5, 2020 at the City of Inverness City Hall, 212 West Main Street, Inverness, Florida 34450. For more information, contact Scott McCulloch, Public Works Director at (352) 726-2321.

**DESCRIPTION OF WORK:** All work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by the Engineer. Bids shall be submitted for furnishing, delivering and installing all materials, equipment and services, including labor for the Work, which generally involves the following activities:

Reclamation and rehabilitation of approximately 1 acre of existing parking lot and drive isles at the City of Inverness Public Works Building located at 820 S Pleasant Grove Rd and reclamation and rehabilitation of approximately approximately 0.3 acres of existing parking lot and drive isles in the Brannan Bank parking lot located at 200 W Main Street next to City Hall. The Owner reserves the right to adjust the scope and limits of construction at any time during the bidding or execution of the Work.

**CONTRACT TIME:** Construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of the Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion (120 days total).

**PROJECT MANUAL AND DRAWINGS:** Copies of the Project Manual and Drawings are available for review at the office of the Engineer. Bid packages may be obtained by contacting the office of the Engineer.

Kimley-Horn - c/o Stacy Boney  
101 East Silver Springs Blvd  
Suite 400  
Ocala, FL 34470  
Phone: (352) 438-3000  
E-mail: [stacy.boney@kimley-horn.com](mailto:stacy.boney@kimley-horn.com)

All bids shall be prepared using the Project Manual and Drawings. Addenda will be sent via e-mail to all plan holders up to seventy-two (72) hours before the Bid closing time. The Owner/Engineer is not responsible for delivery by mail of addenda to prospective bidders.

A payment will be required for each hard copy set of Bid Documents. This payment represents reproduction and handling costs and is non-refundable.

Electronic (.pdf) Bid Documents

No Charge (emailed)

Hard Copy Bid Documents

\$50.00 (pick up at Engineers Office)

\$100.00 (Fed Ex 2-day Delivery)

**PRE-BID MEETING:** A non-mandatory pre-bid meeting will be held on Sept. 24, 2020 at 2:00 pm at the City of Inverness City Hall, 212 West Main Street, Inverness, FL 34450.

**BID SECURITY:** A 5% bid security will be required for this project.

**PERFORMANCE AND PAYMENT BOND:** The Owner will require that the Contractor furnish a Performance and Payment Bond in an amount equal to 100% of the Contract Price. All Payment and Performance Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The City of Inverness reserves the right to waive formalities, waive any technical defects, reject any and all bids, and accept any bid which represents the lowest and best offer to the City.

Eric C. Williams

Eric C. Williams  
City Manager

**END OF SECTION**

## SECTION 00100 – INSTRUCTIONS TO BIDDER

### A. DEFINITION

1. Bidding documents include the Invitation to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids.

### B. COPIES

1. Bidding Documents may be obtained in compliance with the Invitation to Bid. No partial sets of the Bidding documents will be issued. Complete sets of Bidding Documents shall be used in preparing bids; neither the Owner nor the Engineer will assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

### C. QUESTIONS

1. Any Bidder who is in doubt as to the true meaning of any part of the Bidding documents, or finds a discrepancy or omission therein, may submit to the Engineer a written request for an interpretation or correction. The person submitting the request shall be responsible for its delivery to the Engineer at least seventy-two (72) hours prior to the bid opening.
2. All questions concerning the bid documents and plans shall be directed to the Engineer of Record by email to [stacy.boney@kimley-horn.com](mailto:stacy.boney@kimley-horn.com). Any interpretation, correction or change of the bidding Documents will be made by Addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

### D. ADDENDA

1. Addenda will be issued by fax and/or e-mail. All Addenda issued during time of bidding shall form a part of the Contract Documents, shall be covered in the Bid, and shall become a part of the Contract.
2. Receipt of each Addendum shall be acknowledged in the Bid Form; failure to do so may subject the Bidder to disqualification.

### EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Bid, Bidders shall carefully examine the Bidding Documents and inspect the project site to fully inform themselves of all existing conditions and limitations. Each Bidder, by submitting his Bid, represents that he has so examined the Bidding Documents and inspected the site, that he understands the provisions of the Bidding Documents and that he has familiarized himself with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been determined by such examinations.
- B. All Bidders shall promptly notify the Owner in writing, e-mail or fax of all questions, conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. No verbal responses to questions will be provided. Information obtained from an officer, agent, or employee of the Owner or any other person shall not officially amend the bid package. Only issued addenda can officially modify the bid documents.

## **BIDDING PROCEDURE**

### **A. FORM OF BID**

1. Each Bid shall be submitted on the Bid Form (Section 300) prepared by the Engineer and included as part of the Bidding Documents. The Bidder is not permitted to make changes in the Bid Form provided. The Bidder shall fill in spaces on the Bid Form by typewriter or manually in ink. When a Bidder submits a Bid with spaces containing erasures or other changes, each erasure or change must be initialed by the person signing the Bid. The Bidder must fill in all relevant blank spaces. In Unit Price type Bids, the Bidder must furnish a Unit Price for all items, regardless of the quantity.
2. No conditional Bids will be accepted. Oral proposals or modifications will not be considered.
3. The Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind Bidder.
4. All bidders must be licensed contractors capable of performing the scope of work necessary to satisfactorily complete the project.

### **B. BID SECURITY**

A Bid security will be required for this project in the amount of 5% of the bid price.

### **C. SUBMISSION OF BIDS**

1. One (1) original and two (2) copies of the Bid Form, Public Entities Crime Statement, Drug Free Workplace form, Insurance Certificate, Bid Bond, and Contractor License shall be submitted in a sealed envelope marked "**Sealed Bid for Public Works and Bank Parking Lot Reclamation Project**". The envelope should also bear the Bidder's name and address on the outside.
2. All bids must be received by the City Clerk at the City Hall, 212 West Main Street, Inverness, Florida 34450 prior to 2:00 pm, E.S.T. on October 5, 2020.
3. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Bid Enclosed" on the face thereof.
4. Any bids not received and clocked in by the City prior to 2:00 pm E.S.T. on Oct. 5, 2020 will not be opened or considered.
5. All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten. The Bid form must be fully completed and executed when submitted.

### **D. BID OPENING**

1. Bids will be opened in the City Hall Council Chambers, at 2:10 pm E.S.T. on Oct. 5, 2020. The bids will be reviewed by the City and presented to the City Council for award.
2. The City, in its best interest, reserves complete and total authority to determine the completeness of any and all bid documents and may, at its discretion, waive any informalities or minor defects or reject any and all BIDS.

**MODIFICATION AND WITHDRAWAL**

1. Bids may not be modified after submittal.
2. Bidders may withdraw Bids at any time prior to the Bid Opening time and date. Withdrawal requests shall be made in writing and must be received by the Owner before the time and date stated or as amended for the Bid Opening. Properly withdrawn Bids will be returned to the person or firm submitting the Bid.
3. A Bidder who withdraws his Bid may submit a new Bid in the same manner as specified herein under "Submission of Bid". A Bid submitted in place of a withdrawn Bid shall be clearly marked as such on the outside of the envelope and on the Bid form.
4. If a Contract is not awarded within ninety (90) calendar days after opening of Bids, a Bidder may file a written request with the Owner for the withdrawal of his Bid.

**PERFORMANCE AND PAYMENT BOND**

- A. The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a surety company listed on the Treasury Department's most current list and acceptable to the Owner.

**BIDDER'S INTEREST IN MORE THAN ONE BID**

- A. No person, firm, or corporation shall be allowed to make, file, or have an interest in more than one Bid for the same work, unless Alternates are called for. A person, firm or corporation who has submitted a sub-bid to a Bidder or who has quoted prices on materials to a Bidder is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

**END OF SECTION**

**SECTION 00300 – BID FORM**

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within ninety (90) calendar days and final completion within one hundred and twenty (120) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of seven hundred fifty (\$750) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:  
No. \_\_\_\_\_, Date: \_\_\_\_\_  
No. \_\_\_\_\_, Date: \_\_\_\_\_  
No. \_\_\_\_\_, Date: \_\_\_\_\_
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BID FORM						
CITY OF INVERNESS						
PUBLIC WORKS PARKING LOT RECLAMATION PROJECT - BID FORM						
BID NO.	FDOT PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1	N/A	Mobilization	1	LS		
2	102-1	Maintenance of Traffic	1	LS		
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	840	SY		
4	N/A	Reclamation of Existing Parking Lot	4,600	SY		
5	N/A	Roadway Prime Coat (Bituminous Treatment)	4,600	SY		
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	315	TN		
7	104-10-3	Sediment Barrier	450	SY		
8	570-1-2	Installation of Sod (2' Wide)	2,110	LF		
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA		
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	180	LF		
11	711-11-125	Thermoplastic Stop Bar (24")(Solid White)	15	LF		
<b>TOTAL</b>						

<b>BID FORM</b>						
<b>CITY OF INVERNESS</b>						
<b>BANK PARKING LOT RECLAMATION PROJECT - BID FORM</b>						
<b>BID NO.</b>	<b>FDOT PAY ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>		<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	N/A	Mobilization	1	LS		
2	102-1	Maintenance of Traffic	1	LS		
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	260	SY		
4	N/A	Reclamation of Existing Parking Lot (Including Concrete Well Caps)	1,400	SY		
5	N/A	Roadway Prime Coat (Bituminous Treatment)	1,400	SY		
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	97	TN		
7	104-10-3	Sediment Barrier	100	SY		
8	570-1-2	Installation of Sod (2' Wide)	100	LF		
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA		
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	850	LF		
11	711-11-125	Thermoplastic Stop Bar (24")(Solid White)	15	LF		
<b>TOTAL</b>						

**Lump Sum Grand Total amounts are to be shown in both words and figures.** In case of discrepancies, the amount in words will govern.

PUBLIC WORKS PARKING LOT RECLAMATION TOTAL: \$ \_\_\_\_\_

BANK PARKING LOT RECLAMATION TOTAL: \$ \_\_\_\_\_

LUMP SUM GRAND TOTAL: \$ \_\_\_\_\_

WORDS: \_\_\_\_\_

THIS PROPOSAL DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ATTEST:**

Witness: \_\_\_\_\_

Signature

Printed Name

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

Authorized Signature (Principal)

Printed Name, Title

Company Name

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee I.D. No.

Florida State Certified General  
Contractor's License Number

Telephone Number: \_\_\_\_\_

**END OF SECTION**

**SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT**

**NOTICE TO BIDDERS:** This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

**SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary public or other officer authorized to administer oaths.)**

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

COUNTY: \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
who, being by me first duty sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_.

2. My relationship \_\_\_\_\_ (name of bidder or contractor) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the

control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

*(Draw a line through paragraph 6 if paragraph 7 below applies.)*

7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement.

*(Draw a line through paragraph 7 if paragraph 6 above applies.)*

Sworn to and subscribed before me in the state and county first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed: \_\_\_\_\_  
Notary Public

(Affix seal)

My commission expires: \_\_\_\_\_

**END OF SECTION**

**SECTION 00303 – DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

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 the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business’ 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 from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 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 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 fully complies with the above requirements.

\_\_\_\_\_  
Bidder’s Signature

\_\_\_\_\_  
Date

**END OF SECTION**

## SECTION 00500 – AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Inverness hereinafter called “Owner”, and \_\_\_\_\_ doing business as a corporation hereinafter call “Contractor”, for the construction of the Public Works and Bank Parking Lot Reclamation Project

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$\_\_\_\_\_ and as shown in the Bid Schedules.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (**operational**) within 90 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed, and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
  - (a) Contractor is making satisfactory progress, and
  - (b) There is no specific cause for greater withholding.

However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-

contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:
  - (a) Invitation to Bid
  - (b) Instructions to Bidders
  - (c) Bid Form
  - (d) Public Entity Crimes Statement
  - (e) Drug Free Workplace Form
  - (f) Agreement
  - (g) Application for Payment
  - (h) Certificate of Substantial Completion
  - (i) Performance and Payment Bond
  - (j) Certificate of Insurance
  - (k) General Conditions
  - (l) Special Provisions
  - (m) Notice of Intent to Award
  - (n) Notice to Proceed
  - (o) Change Order Form
  - (p) Contract Field Order Form
  - (q) Material and Equipment
  - (r) Full Depth Reclamation Specifications
  - (s) Technical Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated September 2020.
  - (t) Addenda As Follows:
    - No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_
    - No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent,

or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.

12. The Contractor shall indemnify and save harmless the City of Inverness its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.
13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Public Works and Bank Parking Lot Reclamation Project, dated September 2020 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.
14. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
15. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Inverness.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Inverness

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
Please Type/Print

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

NAME: \_\_\_\_\_  
Please Type/Print

TITLE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
Please Type/Print

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

NAME: \_\_\_\_\_  
Please Type/Print

TITLE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00622 - APPLICATION FOR PAYMENT NO.**

To:

Contract for:

For Work Accomplished through the date of: \_\_\_\_\_

ITEM			CONTRACTOR'S Schedule of Values			Work Completed	
			Unit Price	Quantity	Amount	Quantity	Amount
See attached schedule of items.							
C.O. No.	Total	\$			\$		\$
C.O. No.		\$					

Accompanying Documentation:	GROSS AMOUNT DUE	\$	_____
_____	LESS 10% RETAINAGE	\$	_____
_____	AMOUNT DUE TO DATE	\$	_____
_____	LESS PREVIOUS PAYMENTS	\$	_____
_____	AMOUNT DUE THIS APPLICATION	\$	_____

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER an account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: \_\_\_\_\_, 20\_\_\_\_ CONTRACTOR

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

Payment of the above AMOUNT DUE THIS APPLICATION is recommended. ENGINEER

Date: \_\_\_\_\_, 20\_\_\_\_

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

**END OF SECTION**

**SECTION 00625 – CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: \_\_\_\_\_

Owner: \_\_\_\_\_ Owner’s Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_ Engineer: \_\_\_\_\_

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

All Work under the Contract Documents:  The following specified portions of the Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

Amended Responsibilities  Not Amended

Owner’s Amended Responsibilities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contractor’s Amended Responsibilities: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The following documents are attached to and made part of this Certificate: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**SECTION 00630 – PERFORMANCE AND PAYMENT BOND**

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

**END OF SECTION**

## SECTION 00650 – CERTIFICATE OF INSURANCE

### A. INSURANCE REQUIREMENTS

1. Contractor shall purchase and maintain such comprehensive general liability and other insurance as required by the General Conditions.
2. The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:
  - a. Worker's Compensation and Related Coverage  
(In Accordance with State and Federal Statutory Limits)  
State Statutory  
Applicable Federal (e.g., Longshoreman's) Statutory  
Employer's Liability:  
    \$1,000,000 Each Employee  
    \$1,000,000 Each Accident  
    \$1,000,000 Disease Policy Limit  
    \$1,000,000 Disease Each Employee
3. Contractor's General Liability shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:
  - a. General Liability  
    \$1,000,000 General Aggregate (Except Products – Completed Operations)  
    \$1,000,000 Products – Completed Operations Aggregate  
    \$1,000,000 Each Occurrence (Bodily Injury and Property Damage)  
    \$1,000,000 Property Damage
  - b. Excess or Umbrella Liability  
    \$2,000,000 General Aggregate  
    \$1,000,000 Each Occurrence
  - c. Automobile Liability  
    \$500,000 Combined Single Limit
  - d. Contractual Liability  
    \$1,000,000 each occurrence (bodily injury and property damage)  
    \$1,000,000 general aggregate
  - e. Property Insurance

Property Insurance to the full value of completed work. Property insurance will be subject to a maximum of \$500.00 deductible. Deductible for any claim shall be paid by Contractor at no expense to Owner.

**B. CERTIFICATE OF INSURANCE FORM**

1. The Certificate of Insurance submitted to the Owner shall be on the Insurance Company's form with a format similar to the popular ACORD Corporation form.
2. The Owner shall be shown as the Certificate Holder.
3. The Owners project name and work order number shall be shown on the Certificate.
4. The Certificate shall be submitted in triplicate along with the executed Contract Agreement and Performance and Payment Bonds.

**END OF SECTION**

**SECTION 00700 – GENERAL CONDITIONS**

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1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the plans and specifications, designate liabilities and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The subcontractor shall be supplied with a copy of these general conditions and no arrangements with the subcontractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2.0 DEFINITIONS

- A. ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price for the WORK to be performed.
- C. BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- D. BONDS – Bid, Performance-Payment Bond, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR’S surety in accordance with the CONTRACT DOCUMENTS.
- E. CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- F. CONTRACT DOCUMENTS – The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Performance Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- G. CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- H. CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- I. CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- J. DRAWINGS – The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER and /or OWNER.
- K. ENGINEER – The person, firm, or corporation designated by the Owner as consultant, who shall represent the Owner in the inspection, monitoring, and administration of the work. The word Engineer shall include officers, agents and employees of the Engineer.
- L. FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- M. NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

- N. NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- O. OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- P. PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- Q. SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- R. SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- S. SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- T. SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- U. WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- V. WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

### 3.0 SUPERVISION AND INSPECTION

The supervision by the Engineer of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Engineer is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Engineer to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

It is mutually agreed that the Engineer shall decide all questions, difficulties, and disputes of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of this contract, and as to type, quantity and value of any work done, the materials furnished under or by means of this contract; and their estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

The Engineers and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Engineer's instruction, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply.

All work done and materials furnished shall be subject at all times to inspection by the Engineer and any part condemned by them shall be, as soon as possible, removed and replaced at the Contractor's expense. If the Contractor refuses to replace or delays an unwarranted length of time in replacing such condemned work, the Engineer may stop the Contractor and the work, and all expenses pertaining thereto shall be deducted from the amount due, or to become due to the Contractor from the Owner.

Inspectors may be appointed to see that instructions of the Engineer are carried out and that the plans and specifications are so complied with. The Engineer shall not be barred from re-inspecting at any time, work passed on by the inspector, and making additional rejections for causes which may have been existent but not formerly apparent.

If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of uncovering and replacement. If said work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost.

#### 4.0 SUPERINTENDENCE - SUPERVISION

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Engineer's satisfaction.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery shall be done at the Contractor's risk.

#### 5.0 TESTING

Unless specified otherwise, the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred by that testing laboratory. The Contractor shall pay the cost for any re-tests due to failures. The Contractor shall be responsible for causing to be performed all tests required in

the specifications, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the Engineer at least 48 hours in advance of any testing which he has scheduled so that the Engineer may witness the test or the taking of test samples. The Engineer may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses. The Contractor shall cause the Owner to be furnished with all certified test reports which verify satisfactory completion of the work.

#### 6.0 SURVEY

The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance. The Engineer shall have such monuments restored and/or replaced by approved and qualified personnel, at the Contractor's expense. Sufficient monies will be withheld from payments to the Contractor to pay these costs. If the work requires the relocation or movement of such a monument, the Contractor shall notify the Engineer of such requirements, and the Contractor shall reference and re-set any monuments at no cost to the Owner.

The Contractor shall employ a competent surveyor satisfactory to the Owner and the Engineer to lay out the work from the bench marks, grade, dimensions, points and lines noted on the working drawings, established at the site, or supplied by the Engineer. All work of every description shall be laid out and checked by the Contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the Contractor. The work may be checked by the Engineer and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the Contractor to defray costs of any of the work or delays occasioned by making surveys and measurements, but such costs shall be considered as having been included in the price stipulated for the several items of the work to be done under this contract.

#### 7.0 DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in Accordance with the contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use by the Owner. In case of conflict between the Drawing and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scaled dimensions.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Contractor shall be furnished three (3) copies of the plans and specifications upon notice to begin work. Should the Contractor desire more than three (3) sets of these plans, he may obtain these by paying the cost of reproduction. The Contractor shall keep one (1) copy of all drawings and specifications at the site in good order, available to the Engineer and his representatives.

#### 8.0 SHOP DRAWINGS

The Contractor shall promptly submit six (6) copies of all shop drawings and schedule required for the work of the various trades and the Engineer shall pass upon them with reasonable promptness making any desired corrections that are necessary in order to meet the intent of the plans and specifications. The Contractor shall make any corrections required by the Engineer, file with him six (6) corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor of his responsibility for deviation from drawings or specifications unless he has called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the shop drawings or schedules.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

#### 9.0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

#### 10.0 SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or

general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

#### 11.0 COMPLIANCE WITH STATUTES

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

#### 12.0 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contract.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer promptly, written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

#### 13.0 CHANGES IN THE WORK

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in

pursuance of a written order by the Engineer, and no claim for additions to the contract sum shall be valid unless so ordered.

#### 14.0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Engineer and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by Change Order as discussed above.

If the Contractor claims that any instruction or drawings or otherwise involve extra cost under this contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

#### 15.0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- A. To any preference, priority, or allocation under duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

#### 16.0 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

#### 17.0 SUB-SURFACE DATA

All sub-surface data shown on the plans, such as; ground water elevation, soil conditions, underground structure locations, sewer lines, water lines, telephone cables, conduit, electric cables, and etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer.

The Contractor will be required, at his own expense, to do everything necessary to locate, (including excavation of test pits where directed by the Engineer) protect, support, and sustain water, gas and service pipe, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, road and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under contract.

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

- A. Sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents

shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed, unless the required Written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

#### 18.0 SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, the Contractor shall be paid for:

1. completed and acceptable Work executed in accordance with the contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolutions costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such cost exceeds such unpaid balance, the Contractor will pay the difference

to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the Contractor substantially the sum approved by the Engineer, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer, stop the Work until paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

#### 19.0 PAYMENTS TO THE CONTRACTOR

If a pay request is submitted by the Contractor no later than the 1<sup>st</sup> day of each calendar month, then no later than the 30<sup>th</sup> day of each calendar month, the Owner will make partial payments to the Contractor on the basis of a certified estimate of the work performed during the preceding calendar month by the Contractor. Upon such estimate being made and certified by the Engineer and approved by the Owner, the Owner will pay to the Contractor ninety (90) percent of the amount established in such an estimate as the value of the work completed. Such payment shall be considered, however, only as an advance payment and not as part of the final payment to the Contractor.

All payment requests for materials and Work requiring testing shall be accompanied by certified test reports which must be approved by the Engineer as being in compliance with the Specifications before payment will be authorized.

Materials in reasonable quantities which are delivered for incorporation in the work but not yet so used may be included on monthly estimates for payment. The Contractor shall submit with

the monthly estimate to reflect the unincorporated material an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the structure or project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved. It is understood and agreed that should the Owner at any time during the progress of the work consider the amount withheld on monthly estimates for payment to be in excess of the amount necessary to complete the work or necessary for the full and ample protection of the Owner, then the Owner, with the written consent of the Contractor's Surety, may reduce the percentage retained to an amount sufficient for the Owner's proper protection.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicting probable filing of claims.
- C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
- G. Insolvency of Contractor.
- H. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

## 20.0 LIENS AND FINAL PAYMENT

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which alien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the

Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs including administrative costs and a reasonable attorney's fee.

The final payment shall not become due and payable until the Contractor shall have furnished the Owner with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contractor have been paid, and until the Contractor shall have furnished a written statement to such effect executed by the Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate, shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds. Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be made, or a partial payment to be made, from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments of other Contractors or Subcontractors on the Project. In such cases, the Contractor and Sureties shall provide the evidences and statements required under this paragraph, but shall itemize the claims which remain unsatisfied, giving the reason therefore, and the statements of the Surety Companies shall provide that the final payment or partial payment, as the case may be, shall not relieve any Surety of any obligations to the Owner, as set forth in the Surety Bonds. If only partial payment is permitted under this paragraph from the retained percentage, the final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid and that payment to the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the contractor have been paid and that payment to the Contractor of the Contract balance shall not relieve the Surety of any of its obligations to the Owner as provided in the Surety's Bond.

#### 21.0 ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE

Following the completion of this contract, as such completion is defined in the specifications and as soon thereafter as practicable, the Owner, his representative or the Engineer will inspect the work and the Engineer will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the Owner, upon notice of completion from the Engineer, and within thirty-six (36) days after the final estimate of work is made and certified by the Engineer as correct and unpaid and is approved, will pay to the Contractor the full value of the work done under this Contract, less any amounts previously paid and less any advances whatsoever, and the Owner will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of one (1) year following the date of acceptance as herein required. In the event the Owner refuses or declines to certify the work as completed and accepted and make final payment therefore within thirty-six (36) days after notice and certification from the Engineer as provided for herein, the Owner shall immediately set forth in writing to the Contractor and the Engineer the reasons for such non-acceptance of the Work. After all valid reasons for non-acceptance have been removed, the Owner shall execute the final certificate of completion and acceptance and shall make final payment hereunder.

All prior estimates and payments, including those relating the extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in contract performance for a period of one (1) year following the date of acceptance of the Work by the Owner.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be released to the Owner and to the Engineer and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the Work, or for any act of neglect of the Owner or the Engineer or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the contract.

As soon as is practical after twelve (12) months have elapsed from the date of completion as herein defined, and as certified by the Engineer, the Owner shall make a review and re-inspection of the Work and performance of this Contract, or cause the same to be made. If the said performance and work shall be found satisfactory and the work not to have deteriorated through defects in workmanship or materials, the Owner shall certify the release of the surety on the bond for performance of contract. If however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the Owner, then the Owner may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the Owner and the payment of claims for material and labor and other expense as provided in such procedures, shall be a prerequisite to the release of the surety on the Bond for Performance of Contract. Within thirteen (13) months after the date of acceptance of the work, or as soon thereafter as practical, as herein before provided, following a re-inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the Owner in the re-inspection shall have been made, the Owner will in writing finally release the Contractor, his sureties and all parties hereunder.

## 22.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability Insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by a Subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any accident.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the Work is performed, Workmen's Compensation Insurance, including occupational disease problems, for all of the Contractor's employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of it employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk", type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the work is accepted by the Owner. The policy shall name as the insured the Contractor, and the Owner.

23.0 CONTRACT SECURITY

The bidder to who the contract is awarded must, within ten (10) calendar days following notice of award, present himself for signing of the contract and the plans, and to substitute for the bid security, a surety performance-payment bond in the amount of one hundred percentum (100%) of the contract price, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida

**END OF SECTION**

## SECTION 00800 – SPECIAL PROVISIONS

### PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, in the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the Contractor shall contact the Engineer immediately. For those situations where details are not included in the plans or miscellaneous work arises during the project which is not covered by the plans or specification for this project, the Construction shall be performed in accordance with the latest editions of FDOT Standards for Road and Bridge Construction and FDOT Design Standards Booklet.

#### 1.01 SCOPE OF WORK

The Contractor shall perform all work as shown in the construction plans and specifications.

#### 1.02 CONTRACT ASSIGNMENT

Assignment of this Contract shall be allowed only by written approval by the City.

#### 1.03 MAINTENANCE OF TRAFFIC

This Work shall be executed with care towards the safe and orderly Maintenance of Traffic (MOT) for the general travelling public. Maintenance of Traffic applies to all modes of public travel including bicycle and pedestrian traffic as. Traffic maintenance shall be in conformance with the applicable FDOT Design Standards Index #600 - #670.

Traffic Maintenance shall be in conformance with the Manual of Traffic Control and Safe Practices of the Florida Department of Transportation. The Public shall, at all times, be protected by barricades, flashers, flagmen, and other safety devices as needed. The cost of providing maintenance of traffic shall be provided for under the Mobilization, Maintenance of Traffic, and Special Provisions Pay Item, and shall include all signs, barricades, striping, safety devices, and personnel to provide MOT during the duration of the construction operations. Additional payment shall not be made.

The CONTRACTOR shall prepare a Maintenance of Traffic plan for approval by the Engineer and Owner prior to initiating any work. Detours shall be submitted by the CONTRACTOR for review by the Owner. No road closures are permitted without the Owner's authorization.

Local traffic shall be maintained at all times during construction. Access to private residences and businesses shall be maintained at all times.

#### 1.04 PUBLIC CONVENIENCE AND SAFETY

No street or roadway shall be closed, except when and where directed by the Engineer or City Inspector. The work shall be conducted so that there shall, at all times, be a safe passageway for traffic, whenever the street or roadway is not closed. The Contractor shall provide and maintain a passable driveway, as directed by the Engineer, whenever it is necessary to divert traffic from any part of the street or roadway actually under construction. Driveways must be accessible at all times, in case of an emergency, and must be left in a usable condition at the end of each day.

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, provide a sufficient number of watchmen, and take all necessary precautions for the protection of the work and safety of the public. Streets or highways, which are closed to traffic, shall be protected by effective barricades on which acceptable warning

signs shall be placed. The Contractor shall provide and maintain detour signs at all closures and intersections along the detour route(s) to direct the traffic around the closed portion(s) of the work. All temporary detour route(s) shall be clearly indicated throughout their entire length. All barricades and obstructions shall be illuminated at night. All lights shall be kept burning from sunset to sunrise. All barricades shall be well built and designed so as not to be blown over by the wind.

1.05 MAINTENANCE AND PROTECTION OF WORK

The Contractor shall maintain all earthwork construction throughout the life of the contract, unless otherwise provided, and shall take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Contractor shall repair, at his expense, except as otherwise provided herein, any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work.

All channels excavated as a part of the contract work shall be maintained against natural shoaling or other encroachments to the lines, grades, and cross sections shown in the plans, until final acceptance of the project.

1.06 ROADWAY WORK

All work including but not limited to asphaltic friction course, asphaltic structural course, asphaltic leveling course, asphaltic base course, roadway markings, and maintenance of traffic shall be performed in accordance with the latest editions of FDOT Standards for Road and Bridge Construction and FDOT Design Standards Booklet.

1.07 VIBRATORY ROLLERS

The use of vibratory compactors will be conditionally allowed on this project. Due to the close proximity of existing residential homes and businesses to the Work areas, the use of vibratory rollers may be disallowed by the City if excessive complaints are received. In addition, sections of the existing utilities are shallow. The City may disallow the use of vibratory rollers in close proximity to shallow utilities. The contractor will be responsible for all damages that result from the use of vibratory rollers.

1.08 JOB CLEANLINESS

The Contractor shall be required to place maintain a neat and orderly construction operation. At the close of each work day the Contractor shall collect and store all loose debris and equipment and cause the areas to be left in a neat and orderly state. If at any time the Engineer or the Owner directs the Contractor to improve the conditions of any area associated with the Work, the Contractor shall immediately comply.

1.09 SOD

The Contractor is required to quantify the areas of sodding as depicted on the Drawings. This quantity shall include any considerations for shrinkage, loss, etc. The top of grass shall be level with the edge of the final pavement layer when placed and rolled. Any sod installed that blocks the flow of surface water from the roadway shall be removed and reinstalled at no additional cost.

Payment for this item will include the sodding limits shown on the Drawings. Areas outside these limits that are disturbed by the Contractor shall be restored to their original condition by the Contractor with no additional payment by the Owner.

1.10 INSPECTION AND TESTING:

- A. GENERAL – The Owner, or Owners Representative shall be responsible for all field observations to assure compliance with requirements of these standards.
- B. INSPECTIONS – Construction inspections will periodically be conducted by the Owner or an authorized representative. The Contractor shall complete each specified item of work listed below which pertains to the project and notify the Owner at least forty-eight (48) hours in advance of a request for inspection. The Contractors project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

The following are mandatory inspections which shall be conducted when the item of work applies to the subject project.

1. Substantial Completion Inspection – When all construction is completed. The Owner, or an authorized representative shall prepare a punch list indicating any unfinished items at this time.
2. Final Inspection – Final inspection will be conducted following the correction of the punch list items.

All inspections shall be requested, conducted and approved by the Owner or his representative prior to approval of the payment request for the item of work.

1.11 LEGAL REQUIREMENTS:

The Contractor’s attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The Contractor shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The Contractor shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1.12 PRIVATE PROPERTY PROTECTION:

The Contractor shall not trespass onto private property outside of the right-of-way and easements without the written permission of the individual property owner. The Contractor shall be solely responsible for any claims that may arise out of damage to private property resulting from trespass onto private property. The Contractor shall promptly settle all such claims without delay. The written permission of the private property’s owner shall be available for inspection by the Owner upon request.

1.13 CONSTRUCTION TESTING

The costs associated with all scheduling, coordination, final reporting of all geotechnical testing required by the Contract Documents shall be incidental to the work and no additional payment shall be made. Retests necessary to verify correction of Contractor’s Work that is found to be deficient shall be paid for by the Contractor without additional compensation by the Owner. The Contractor shall be wholly responsible for coordinating with the testing engineer and laboratory on scheduling of all tests. The Engineer and/or Owner will not be responsible for

coordinating any testing scheduling. The Engineer shall be provided original copies of all testing reports, signed and sealed by a registered professional Florida engineer as they are performed. Any materials found not to be in compliance with regulatory criteria shall be replaced by the Contractor with no additional compensation.

1.14 PAVEMENT MARKINGS

The pavement markings shall be installed in accordance with the FDOT Standard Specifications.

The CONTRACTOR shall install all striping to match the existing striping, except where noted in the plans. Prior to commencing work on each project segment, the CONTRACTOR shall document the existing pavement striping. No changes to the existing patterns of striping are allowed unless directed by the Engineer. A break in the center line shall be provided at all intersections.

Final striping shall be lead free thermoplastic. The CONTRACTOR shall submit an initial reflectivity reading for the thermoplastic striping upon placement to ensure the requirements of FDOT Standard Specification 971-5.5.2 are met. Any temporary paint applied on the final surface course prior to thermoplastic application shall be considered incidental to the work, and no additional payment shall be made.

1.15 RIDE QUALITY AND FINISH COURSE

Contractor shall provide a smooth finish surface of uniform texture and compaction with no pulled, torn, crushed or loosened portions and free of segregation, sand streaks, sand spots, bumps, voids, rough areas, or ripples. Pavement surfaces shall be constructed with cross slopes in compliance with the requirements of the typical section.

1.16 MANHOLES/VALVE BOXES

The Contractor is responsible to raise or lower all manholes/valve boxes within the project limits, so they are flush with the finished pavement. Adjustment of manholes/valve boxes shall be considered incidental to the Work; no additional payment shall be made.

1.17 REMOVED MATERIALS

The CONTRACTOR shall haul all excess materials off the job site. It will be the CONTRACTOR'S responsibility to dispose of all excess material in an off-site acceptable location. No additional payment will be made for hauling or disposal of excess material.

1.18 QUANTITIES

The CITY may delete or add quantities with an established unit price. Any change in the quantity shall not constitute a change in the unit price.

1.19 CLEARING AND GRUBBING

All damage to driveways, mailboxes and other improvements will be repaired at the CONTRACTOR'S expense. Roadway shall be swept clean as part of this item. Any blading of grass or edge preparation required for the work will be included in this item. This item shall also include any tree trimming and/or clearing & grubbing necessary to complete the work.

Any temporary or permanent relocation of mailboxes and paper boxes, trimming and removal of vegetation or trees shall be done by CONTRACTOR to the satisfaction of the Project Engineer and is incidental to the item of Clearing and Grubbing. All temporary mailbox locations during construction shall comply as directed by the Postmaster. Final mailbox locations and installation

shall be per FDOT Standard Index 532.

Payment for this work shall be included in Mobilization, MOT, and Special Provisions pay item.

1.20 SEDIMENT AND EROSION CONTROL

The CONTRACTOR is responsible for maintaining full and complete erosion control throughout the project until all work is complete and accepted by the City. Erosion control is a performance-based criteria, and the measures needed depend on the CONTRACTOR's sequence of work, cleanliness and organization of the sites, and weather conditions during the work. The CONTRACTOR shall provide all necessary erosion control measures to prohibit any turbid stormwater discharges as described in the Florida Department of Environmental Protection Generic Permit for Stormwater Discharges from Large and Small Construction Activities, revised February 2009. Payment for this work shall be included in Mobilization, MOT, and Special Provisions Pay Item, unless specified in the plans.

1.21 HERBICIDE APPLICATION

The applicator of any herbicide shall have the proper State of Florida Pesticide Applicator's License. A copy of the license of the CONTRACTOR's designated person shall be supplied to the Project Manager. A log of all herbicides shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, and date of application.

1.22 BARRICADES AND PROTECTION OF WORK

The Contractor shall protect his work, throughout its entire length, by the erection of suitable barricades and handrails where required. Contractor shall further indicate work at night by the maintenance of suitable lights or flares, especially along or across thoroughfares. Contractor shall also comply with all laws or ordinances covering the protection of such work and the safety measures to be employed therein. The Contractor shall carry out his work so as not to deny access to private property.

1.23 BURNING

Burning shall not be permitted on this project without prior approval from the Engineer and the Owner. If burning is allowed, it shall be the responsibility of the Contractor to obtain all required burning permits, and to have adequate supervision and safety measures at all times during burning. No unattended burning will be allowed.

1.24 EXCAVATION SAFETY

All excavation operations involved in this project shall comply with the Trench Safety Act (90-96, Laws of Florida) which specifically adopts the provision of the Occupational Safety and Health Administrations Excavation Safety Standards (29 C.F.R. Part 1926.650 Subpart P)

It shall be the responsibility of the Contractor to ensure worker safety, provide sufficient required insurance, comply with all safety codes, laws, and requirements, and to include any cost of such safety requirements in the project bid. No additional compensation shall be allowed for the cost of such compliance.

It shall be the Contractor's option and responsibility to select the compliance method(s) and to ensure the proper employment of said method(s) during the entire project.

These standards shall apply to all areas of construction whether or not specifically mentioned in

another division of these specifications.

1.25 AS-BUILTS

The Contractor shall be responsible to provide as-built information to the Owner at the time of project completion.

Final as-built information shall be submitted in AutoCAD format and in hard copy (same size as project drawings – six (6) sets). All final as-built information shall be signed and sealed by a professional surveyor, registered in the State of Florida. As-built information must be submitted prior to final pay request approval.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 00841 - NOTICE OF INTENT TO AWARD**

To \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

PROJECT: Public Works and Bank Parking Lot Reclamation Project

The Owner has considered the Bid submitted by you for the above described work in response to its Invitation to Bid dated \_\_\_\_\_.

You are hereby notified that your Bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required to execute the Agreement and furnish the required Contractor's Performance and Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish bonds within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and void.

You are required to return an acknowledged copy of the Notice of Intent to Award, executed Agreement, Bonds, and Insurance Certificates to\_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00842 – NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: \_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2020. The Contract time for Substantial Completion is 90 consecutive calendar days from the date of commencement. The Contract time for Final Completion is 120 consecutive calendar days from the date of commencement. The Contract time commences to run on \_\_\_\_\_, \_\_\_\_\_. The date of Substantial Completion is \_\_\_\_\_, \_\_\_\_\_. The date of Final Completion is \_\_\_\_\_, \_\_\_\_\_.

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

You are required to return an acknowledged copy of the Notice to Proceed to the office of the Engineer.

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**END OF SECTION**

**SECTION 00850 – CONTRACT CHANGE ORDER**

Change OrderNo. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:  
 \_\_\_\_\_  
 \_\_\_\_\_

**Attachments (list documents supporting change):**

\_\_\_\_\_

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:  \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized) Date: _____  Date: _____
---	---	---

**END OF SECTION**

**SECTION 00860 – CONTRACT FIELD ORDER**

**Field Order No. \_\_\_\_\_**

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Contractor's Project No.:	

**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

**Reference:**

\_\_\_\_\_  
(Specification Section(s))

\_\_\_\_\_  
(Drawing(s) / Detail(s))

**Description:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachments:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Engineer:

\_\_\_\_\_  
Receipt Acknowledged by Contractor:

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

Copy to Owner

\_\_\_\_\_  
EJCDC C-942 Field Order  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.  
Page 1 of 1

**END OF SECTION**

## **SECTION 01600 - MATERIAL AND EQUIPMENT**

### **PART 1 GENERAL**

#### **1.01 REQUIREMENTS INCLUDED**

- A. Products
- B. Workmanship
- C. Manufacturer's Instructions
- D. Transportation and Handling
- E. Storage and Protection
- F. Substitutions and Product Options

#### **1.02 RELATED REQUIREMENTS**

- A. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.

#### **1.03 PRODUCTS**

- A. Products include materials, products, equipment and systems.
- B. Comply with specifications and referenced standards as minimum.
- C. DO NOT provide used materials and products.

#### **1.04 WORKMANSHIP**

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and rocking.

#### **1.05 MANUFACTURER'S INSTRUCTIONS**

- A. When work is specified to comply with manufacturer's printed instructions, obtain and distribute copies to persons involved, and maintain one set at job site in field office.
- B. Perform work in accordance with manufacturer's instructions and specified requirements.

- C. Should a conflict exist between Specifications and manufacturer's instructions, consult with Engineer.

**1.06 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules; coordinate to avoid delay of progress, conflict with work and with conditions at the site.
- B. Transport products by methods to avoid product damage; deliver dry in an undamaged condition in manufacturer's unopened containers or packaging.
- C. Provide equipment and personnel to handle product by methods to prevent soiling or damage.
- D. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

**1.07 STORAGE AND PROTECTION**

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store cementitious materials in weathertight sheds on elevated floors away from damp surfaces. Prevent freezing.
- B. Store sensitive products in weather-tight enclosures; maintain within temperatures and humidity ranges recommended/required by manufacturer's instructions. Do not use and dispose of materials that have been stored for longer than their maximum recommended shelf life or beyond their recommend shelf date.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- F. After installation, provide coverings to protect products from damage from traffic and construction operations, remove when no longer needed.
- G. Miscellaneous metal, reinforcement bars, welded wire fabric, and masonry reinforcement materials shall be stored to prevent contact with the ground and from being damaged by its own weight or by other loads. Reinforcement which has become muddy shall be cleaned before use.

**1.08 PRODUCT OPTIONS**

- A. Within 30 days after date of Contract, submit complete list of major products proposed, with name of manufacturer, trade name and model.
- B. Options:
  - 1. Products specified only by reference standard: Any product meeting that standard.
  - 2. Product specified by naming several manufacturers: Product of any named manufacturer meeting specifications.
  - 3. Products specified by naming one or more manufacturers and "or equal": Submit a request for substitution for any manufacturer not specifically named. See bid documents for specific instructions regarding substitution requests.

#### **1.09 SUBSTITUTIONS**

- A. Substitutions will be considered during the bidding process. See the instructions to bidders for more information on how to propose a substitution. Subsequent to the bidding process, substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor.
- B. Document each request with complete data, drawings and samples as appropriate, substantiating compliance of proposed substitution with Contract Documents including:
  - 1. Comparison of the qualities of the proposed substitution with the specified.
  - 2. Changes required in other elements of the work because of the substitution.
  - 3. Effect on the construction schedule.
  - 4. Cost data comparing the proposed substitution with the product specified.
  - 5. Any required license fees or royalties
  - 6. Availability of maintenance service, and the source replacement materials.
- C. Request constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
  - 2. Will provide the same warranty for substitution as for specified product.
  - 3. Will coordinate installation and make other changes which may be required for work to be complete in all respects.
  - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request, or when acceptance will require significant revision of the Contract Documents.
- E. Engineer will review to determine acceptability of proposed substitution, and will notify Contractor of acceptance or rejection in writing within a reasonable time.

**PART 2 -- PRODUCTS**

Not applicable

**PART 3 -- EXECUTION**

Not applicable

**END OF SECTION**

## SECTION 02513 – RECLAMATION

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement and existing base course material. The manufacturing of the stabilized base course shall be done by milling and blending of the existing pavement and base materials. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the Engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

### PART 1 - MATERIALS

- a. Recycled Asphalt Pavement (RAP) – The existing asphalt pavement incorporated into the finished base after mixing shall meet all requirements specified in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (latest edition), section 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.
- b. Additional Base Materials - Additional base materials may be needed for adjusting grade elevations as directed by the engineer. When such additional material is required it shall be among those bases listed in FDOT Design Standards (latest edition) as General Use Optional Base Materials and meet applicable FDOT requirements for such.
- c. Water - The water for the base course compaction shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.
- d. Base- The base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod and weeds. Cost for evaluation shall be borne by the owner, and results provided to the Contractor at the pre-construction conference.

### PART 2 - EQUIPMENT

- a. Road Reclaimer – Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.
- b. Motor Grader - Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

- c. Rollers - Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons.
- d. Additional equipment- Provide additional equipment needed to complete the operations required by this technical provision. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

**PART 3 – CONSTRUCTION**

- a. The base shall not be mixed or placed while the atmospheric temperature is below 35° F or when conditions indicate that the temperature may fall below 35° F within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.
- b. Any areas disturbed during construction shall be covered with sod.
- c. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor. The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.
- d. The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
2"	98 - 100
1 ½"	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation

- e. The reclaimed material shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Field adjustments shall be made as necessary to the recommended mix design to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.
- f. After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and

compaction. The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 98 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

- g. Rolling shall be performed until no displacement is discerned. Rolling/compacting patterns shall be established so that starting and stopping on uncompacted reclaimed material is kept to a minimum or eliminated, if possible. Starting and stopping should be done on previously compacted reclaimed material or on the existing pavement. Any type of rolling that result in cracking, movement, or other types of pavement distress shall be discontinued until the problem can be resolved. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.
- h. Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the material.
- i. When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.
- j. At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Owner.
- k. After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.
- l. Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. All irregularities greater than ½" over ten feet shall be corrected to the satisfaction of the Owner.
- m. Prime coat shall be applied according to the FDOT Standard Specifications Section 200 and Section 300 only when the base meets the specified density requirements and when the moisture content in

the top half of the base does not exceed the optimum moisture of the base material as provided in the specifications and FDOT standard specifications section 283. At the time of priming, the base shall be firm, unyielding, and in such condition that no undue distortion will occur. Contractor shall maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

- n. The average thickness of the base constructed during one day shall be within 1/2 inch of the thickness required, except that the thickness of any one point may be within 3/4 inch of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense.

**PART 4 – SAMPLING AND TESTING**

The following field sampling and testing were performed:

<u>Type of Test</u>	<u>Method</u>	<u>Frequency</u>	<u>Depth and Location</u>
Auger Sampling	ASTM D-4700	10 samples	5 ft below existing site grade

Auger borings were performed to determine asphalt and limerock thickness in the existing roadways and to explore subsurface soils conditions.

**PART 5 – BASIS OF PAYMENT**

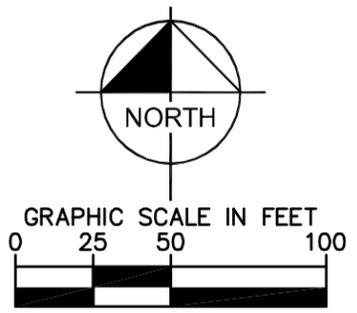
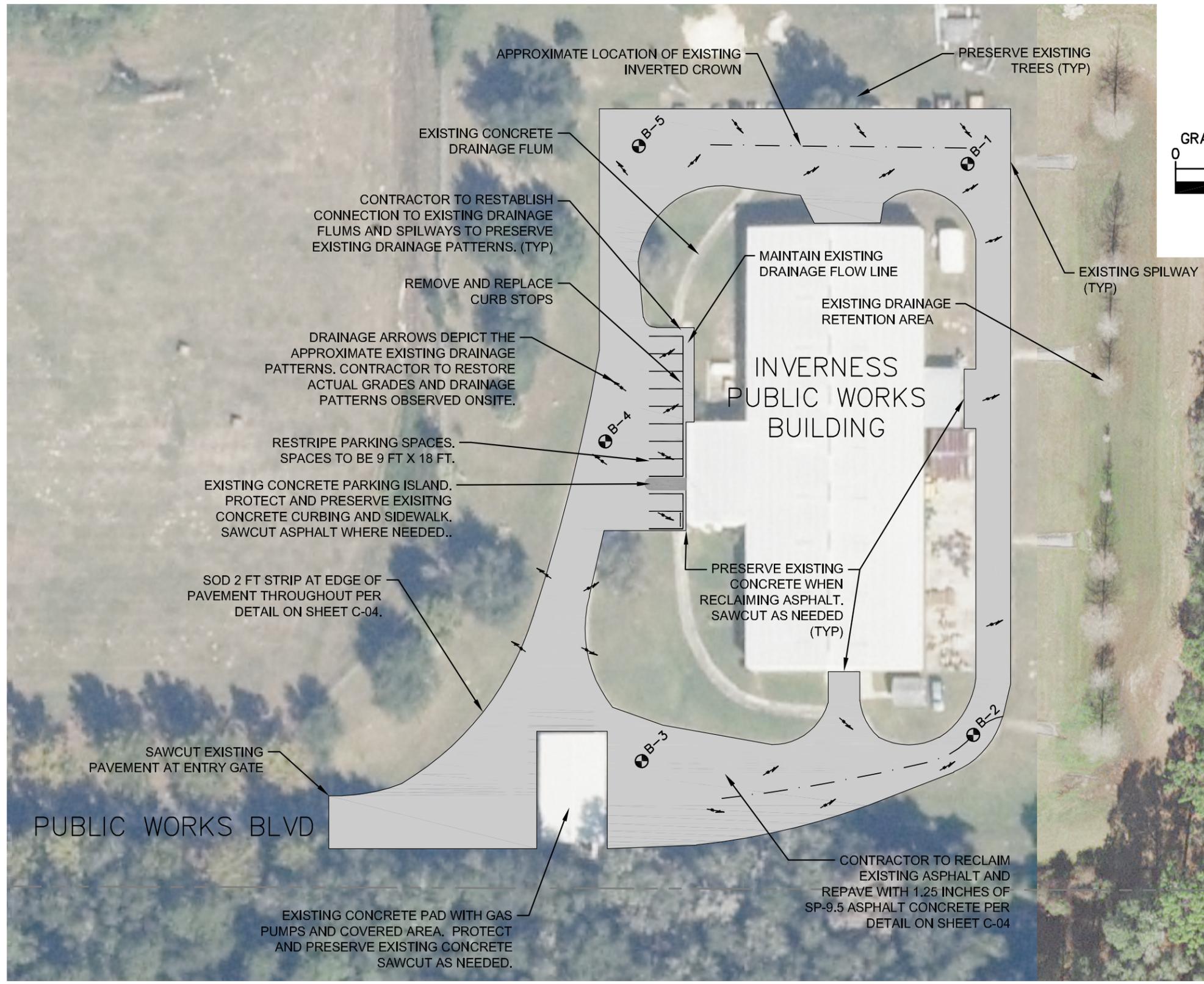
Payment shall be per bid form quantity and include all work to construct specified reclaimed base layer, including removal and processing of the existing pavement and base materials; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations including rolling, shaping, grading and prime; and for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work.

**END OF SECTION**





This document, together with the conceptual and design presented herein, is intended only for the specific purpose and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



**LEGEND**

PAVEMENT RESTORATION AREA

B-1 SOIL BORING LOCATION\*

\*SOIL BORING LOCATIONS PER GEOTECH, INC. GEOTECHNICAL SITE EXPLORATION REPORT DATED XXX. PROJECT NUMBER 18-1729.42.1

1. CONTRACTOR TO ENSURE SUFFICIENT SLOPES ON ALL NEW ASPHALT SECTIONS TO PROVIDE POSITIVE DRAINAGE OFF ROADWAY
2. CONTRACTOR TO COORDINATE ACCESS WITH PUBLIC WORKS DEPARTMENT AND PROVIDE ACCESS AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE A WRITTEN MOT PLAN TO THE OWNER FOR APPROVAL PRIOR TO ANY WORK IN THE RIGHT OF WAY
3. CONTRACTOR TO PROVIDE EROSION CONTROL METHOD TO PROTECT THE SPILWAYS AND DRAINS FROM SILTATION OR DEBRIS FROM WASHING INTO THEM DURING CONSTRUCTION
4. ALL DISTURBED AREAS TO BE FULLY RESTORED TO EXISTING CONDITION OR BETTER
5. CONTRACTOR SHALL PROTECT AND PRESERVE THE EXISTING CURBING, SIDEWALK, AND DRIVEWAYS. ANY DAMAGE WILL BE REPLACED AT CONTRACTORS EXPENSE.

<p><b>Kimley-Horn</b></p> <p>© 2020 KIMLEY-HORN AND ASSOCIATES, INC. 101 EAST SILVER SPUR, SUITE 300, Ocala, FL 34470 PHONE: 352-438-3000 WWW.KIMLEY-HORN.COM REGISTRY 698</p>	<p>REV.1</p> <p>DATE: 02/28/2018</p>
<p>LICENSED PROFESSIONAL</p> <p>ALAN J. GARRI, P.E.</p> <p>FLORIDA LICENSE NUMBER: 70674</p>	<p>NO. _____</p> <p>REVISIONS _____</p> <p>DATE _____</p>
<p>KHA PROJECT: 142240051</p> <p>DATE: SEPTEMBER 2020</p> <p>SCALE: AS SHOWN</p> <p>DESIGNED BY: KHA</p> <p>DRAWN BY: MAP</p> <p>CHECKED BY: _____</p> <p>AUG _____</p>	<p><b>PLAN SHEET</b></p>
<p><b>PUBLIC WORKS PARKING RESTORATION</b></p> <p>PREPARED FOR</p> <p><b>CITY OF INVERNESS</b></p> <p>FLORIDA</p>	<p>SHEET NUMBER</p> <p><b>C-03</b></p>





October 8, 2020

Scott McCulloch  
City of Inverness  
212 W Main Street  
Inverness, FL 34450

**RE: *Public Works and Bank Parking Lot Reclamation Project / Bid Results  
Bid No.2020-05-DPW***

Dear Mr. McCulloch:

We have reviewed the construction bids received for the above referenced project. As of the deadline on October 5, 2020 at 2:00 PM four (4) bids were received and were opened at 2:10 PM. Based on our review all bids submitted were responsive bids. Attached is the bid tabulation summary showing the submitted bids totals.

Based upon our review of the documents submitted, Pave-Rite, Inc. appears to be the lowest responsive bidder with a bid in the amount of \$143,110.71. Kimley-Horn does not object to the City of Inverness issuing a Notice of Intent to Award to Pave-Rite, Inc. for this project.

Sincerely,

Alan J. Garri, PE  
Associate

Attachment: Bid Tabulation Summary

Cc: File

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**BID TABULATIONS  
CITY OF INVERNESS  
PUBLIC WORKS PARKING LOT RECLAMATION PROJECT - BID FORM - REVISION 1**

BID NO.	FDOT PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		Asphalt Engineering, Inc.		CW Roberts		Pave-Rite, Inc.		Pospiech Contracting, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	N/A	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 22,770.00	\$ 22,770.00	\$ 5,784.54	\$ 5,784.54	\$ 15,000.00	\$ 15,000.00
2	102-1	Maintenance of Traffic	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,580.00	\$ 7,580.00	\$ 236.00	\$ 236.00	\$ 5,000.00	\$ 5,000.00
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	840	SY	\$ 18.50	\$ 15,540.00	\$ 9.30	\$ 7,812.00	\$ 3.53	\$ 2,965.20	\$ 10.00	\$ 8,400.00
4	N/A	Reclamation of Existing Parking Lot	4,600	SY	\$ 13.00	\$ 59,800.00	\$ 4.90	\$ 22,540.00	\$ 8.54	\$ 39,284.00	\$ 8.00	\$ 36,800.00
5	N/A	Roadway Prime Coat (Bituminous Treatment)	4,600	SY	\$ 3.50	\$ 16,100.00	\$ 0.40	\$ 1,840.00	\$ 0.83	\$ 3,818.00	\$ 1.50	\$ 6,900.00
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25"	315	TN	\$ 230.00	\$ 72,450.00	\$ 98.10	\$ 30,901.50	\$ 118.00	\$ 37,170.00	\$ 150.00	\$ 47,250.00
7	104-10-3	Sediment Barrier	450	LF	\$ 7.50	\$ 3,375.00	\$ 4.70	\$ 2,115.00	\$ 1.63	\$ 733.50	\$ 5.00	\$ 2,250.00
8	570-1-2	Installation of Sod (2' Wide)	2,110	LF	\$ 3.50	\$ 7,385.00	\$ 5.10	\$ 10,761.00	\$ 1.26	\$ 2,658.60	\$ 2.00	\$ 4,220.00
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA	\$ 400.00	\$ 800.00	\$ 63.00	\$ 126.00	\$ 136.69	\$ 273.38	\$ 200.00	\$ 400.00
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid	180	LF	\$ 7.50	\$ 1,350.00	\$ 0.45	\$ 81.00	\$ 1.18	\$ 212.40	\$ 5.00	\$ 900.00
11	711-11-124	Thermoplastic Stop Bar (24")(Solid White)	15	LF	\$ 28.00	\$ 420.00	\$ 5.75	\$ 86.25	\$ 11.80	\$ 177.00	\$ 40.00	\$ 600.00
					<b>TOTAL</b>	<b>\$ 204,720.00</b>	<b>TOTAL</b>	<b>\$ 106,612.75</b>	<b>TOTAL</b>	<b>\$ 93,312.62</b>	<b>TOTAL</b>	<b>\$ 127,720.00</b>

**BID FORM  
CITY OF INVERNESS  
BANK PARKING LOT RECLAMATION PROJECT - BID FORM- REVISION 1**

BID NO.	FDOT PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		Asphalt Engineering, Inc.		CW Roberts		Pave-Rite, Inc.		Pospiech Contracting, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	N/A	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 18,560.00	\$ 18,560.00	\$ 4,910.16	\$ 4,910.16	\$ 15,000.00	\$ 15,000.00
2	102-1	Maintenance of Traffic	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 7,765.00	\$ 7,765.00	\$ 389.40	\$ 389.40	\$ 15,000.00	\$ 15,000.00
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	260	SY	\$ 18.50	\$ 4,810.00	\$ 9.65	\$ 2,509.00	\$ 3.90	\$ 1,014.00	\$ 10.00	\$ 2,600.00
4	N/A	Reclamation of Existing Parking Lot (Including Concrete Well Caps)	1,400	SY	\$ 13.00	\$ 18,200.00	\$ 5.05	\$ 7,070.00	\$ 17.71	\$ 24,794.00	\$ 20.00	\$ 28,000.00
5	N/A	Roadway Prime Coat (Bituminous Treatment)	1,400	SY	\$ 3.50	\$ 4,900.00	\$ 0.45	\$ 630.00	\$ 1.27	\$ 1,778.00	\$ 2.00	\$ 2,800.00
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	97	TN	\$ 230.00	\$ 22,310.00	\$ 97.70	\$ 9,476.90	\$ 151.95	\$ 14,739.15	\$ 225.00	\$ 21,825.00
7	104-10-3	Sediment Barrier	100	LF	\$ 7.50	\$ 750.00	\$ 4.70	\$ 470.00	\$ 3.08	\$ 308.00	\$ 10.00	\$ 1,000.00
8	570-1-2	Installation of Sod (2' Wide)	100	LF	\$ 3.50	\$ 350.00	\$ 5.40	\$ 540.00	\$ 4.12	\$ 412.00	\$ 5.00	\$ 500.00
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA	\$ 400.00	\$ 800.00	\$ 63.00	\$ 126.00	\$ 136.69	\$ 273.38	\$ 200.00	\$ 400.00
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	850	LF	\$ 7.50	\$ 6,375.00	\$ 0.45	\$ 382.50	\$ 1.18	\$ 1,003.00	\$ 3.00	\$ 2,550.00
11	711-11-124	Thermoplastic Stop Bar (24")(Solid White)	15	LF	\$ 28.00	\$ 420.00	\$ 5.75	\$ 86.25	\$ 11.80	\$ 177.00	\$ 40.00	\$ 600.00
<b>TOTAL</b>					<b>TOTAL</b>	<b>\$ 71,915.00</b>	<b>TOTAL</b>	<b>\$ 47,615.65</b>	<b>TOTAL</b>	<b>\$ 49,798.09</b>	<b>TOTAL</b>	<b>\$ 90,275.00</b>

BID TABULATIONS CITY OF INVERNESS PUBLIC WORKS PARKING LOT RECLAMATION PROJECT - BID FORM - REVISION 1												
BID NO.	FDOT PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		Asphalt Engineering, Inc.		CW Roberts		Pave-Rite, Inc.		Pospiech Contracting, Inc.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>PUBLIC WORKS PARKING LOT</b>												
1	N/A	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 22,770.00	\$ 22,770.00	\$ 5,784.54	\$ 5,784.54	\$ 15,000.00	\$ 15,000.00
2	102-1	Maintenance of Traffic	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,580.00	\$ 7,580.00	\$ 236.00	\$ 236.00	\$ 5,000.00	\$ 5,000.00
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	840	SY	\$ 18.50	\$ 15,540.00	\$ 9.30	\$ 7,812.00	\$ 3.53	\$ 2,965.20	\$ 10.00	\$ 8,400.00
4	N/A	Reclamation of Existing Parking Lot	4,600	SY	\$ 13.00	\$ 59,800.00	\$ 4.90	\$ 22,540.00	\$ 8.54	\$ 39,284.00	\$ 8.00	\$ 36,800.00
5	N/A	Roadway Prime Coat (Bituminous Treatment)	4,600	SY	\$ 3.50	\$ 16,100.00	\$ 0.40	\$ 1,840.00	\$ 0.83	\$ 3,818.00	\$ 1.50	\$ 6,900.00
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	315	TN	\$ 230.00	\$ 72,450.00	\$ 98.10	\$ 30,901.50	\$ 118.00	\$ 37,170.00	\$ 150.00	\$ 47,250.00
7	104-10-3	Sediment Barrier	450	LF	\$ 7.50	\$ 3,375.00	\$ 4.70	\$ 2,115.00	\$ 1.63	\$ 733.50	\$ 5.00	\$ 2,250.00
8	570-1-2	Installation of Sod (2' Wide)	2,110	LF	\$ 3.50	\$ 7,385.00	\$ 5.10	\$ 10,761.00	\$ 1.26	\$ 2,658.60	\$ 2.00	\$ 4,220.00
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA	\$ 400.00	\$ 800.00	\$ 63.00	\$ 126.00	\$ 136.69	\$ 273.38	\$ 200.00	\$ 400.00
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	180	LF	\$ 7.50	\$ 1,350.00	\$ 0.45	\$ 81.00	\$ 1.18	\$ 212.40	\$ 5.00	\$ 900.00
11	711-11-125	Thermoplastic Stop Bar (24")(Solid White)	15	LF	\$ 28.00	\$ 420.00	\$ 5.75	\$ 86.25	\$ 11.80	\$ 177.00	\$ 40.00	\$ 600.00
<b>PUBLIC WORKS TOTAL</b>						<b>\$ 204,720.00</b>	<b>TOTAL</b>	<b>\$ 106,612.75</b>	<b>TOTAL</b>	<b>\$ 93,312.62</b>	<b>TOTAL</b>	<b>\$ 127,720.00</b>
<b>BANK PARKING LOT</b>												
1	N/A	Mobilization	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 18,560.00	\$ 18,560.00	\$ 4,910.16	\$ 4,910.16	\$ 15,000.00	\$ 15,000.00
2	102-1	Maintenance of Traffic	1	LS	\$ 5,500.00	\$ 5,500.00	\$ 7,765.00	\$ 7,765.00	\$ 389.40	\$ 389.40	\$ 15,000.00	\$ 15,000.00
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	260	SY	\$ 18.50	\$ 4,810.00	\$ 9.65	\$ 2,509.00	\$ 3.90	\$ 1,014.00	\$ 10.00	\$ 2,600.00
4	N/A	Reclamation of Existing Parking Lot (Including Concrete Well Caps)	1,400	SY	\$ 13.00	\$ 18,200.00	\$ 5.05	\$ 7,070.00	\$ 17.71	\$ 24,794.00	\$ 20.00	\$ 28,000.00
5	N/A	Roadway Prime Coat (Bituminous Treatment)	1,400	SY	\$ 3.50	\$ 4,900.00	\$ 0.45	\$ 630.00	\$ 1.27	\$ 1,778.00	\$ 2.00	\$ 2,800.00
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	97	TN	\$ 230.00	\$ 22,310.00	\$ 97.70	\$ 9,476.90	\$ 151.95	\$ 14,739.15	\$ 225.00	\$ 21,825.00
7	104-10-3	Sediment Barrier	100	LF	\$ 7.50	\$ 750.00	\$ 4.70	\$ 470.00	\$ 3.08	\$ 308.00	\$ 10.00	\$ 1,000.00
8	570-1-2	Installation of Sod (2' Wide)	100	LF	\$ 3.50	\$ 350.00	\$ 5.40	\$ 540.00	\$ 4.12	\$ 412.00	\$ 5.00	\$ 500.00
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA	\$ 400.00	\$ 800.00	\$ 63.00	\$ 126.00	\$ 136.69	\$ 273.38	\$ 200.00	\$ 400.00
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	850	LF	\$ 7.50	\$ 6,375.00	\$ 0.45	\$ 382.50	\$ 1.18	\$ 1,003.00	\$ 3.00	\$ 2,550.00
11	711-11-125	Thermoplastic Stop Bar (24")(Solid White)	15	LF	\$ 28.00	\$ 420.00	\$ 5.75	\$ 86.25	\$ 11.80	\$ 177.00	\$ 40.00	\$ 600.00
<b>BANK PARKING LOT TOTAL</b>						<b>\$ 71,915.00</b>	<b>TOTAL</b>	<b>\$ 47,615.65</b>	<b>TOTAL</b>	<b>\$ 49,798.09</b>	<b>TOTAL</b>	<b>\$ 90,275.00</b>
<b>BID TOTAL</b>						<b>\$ 276,635.00</b>	<b>TOTAL</b>	<b>\$ 154,228.40</b>	<b>TOTAL</b>	<b>\$ 143,110.71</b>	<b>TOTAL</b>	<b>\$ 217,995.00</b>

Bidder	Stated Bid Total	Actual Bid Total	Bid Form	Public Entity	Drug Free	COL	Bid bond	Contractor Lic	Addendum 1 & 2
Ashphalt Engineering	\$276,635.00	\$276,635.00	x	x	x	x	x	x	x
CW Roberts	\$154,228.40	\$154,228.40	x	x	x	x	x	x	x
Pave Rite Inc.	\$143,110.71	\$143,110.71	x	x	x	x	x	x	x
Pospiech	\$217,995.00	\$217,995.00	x	x	x	x	x	x	x

**SPECIFICATIONS**  
**FOR**  
***Public Works and Bank Parking Lot Reclamation Project***



**Inverness, Florida**

**September 2020**

**BID Number 2020-05-DPW**  
**KHA Project No. 142240051 & 142240052**

**Kimley»»Horn**

© Kimley-Horn and Associates, Inc.  
Suite 400  
101 E Silver Springs Boulevard  
Ocala, Florida 34470  
352/438-3000 TEL

# BID BOND

**CONTRACTOR:**

*(Name, legal status and address)*

Pave-Rite, Inc.  
3411 W Crigger Ct  
Lecanto, FL 34461-9455

**SURETY:**

*(Name, legal status and principal place of business)*

Old Republic Surety Company  
445 S Moorland Rd, Suite 200  
Brookfield, WI 53005

**OWNER:**

*(Name, legal status and address)*

City of Inverness  
212 W Main Street  
Inverness, FL 34450

**BOND AMOUNT:** Five Percent of Amount Bid (\$5% of Amt. Bid)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

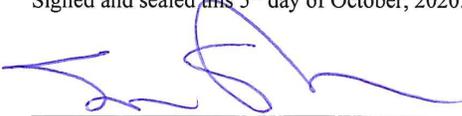
Inverness Parking Lot Rehabilitation; Bid No. 2020-05-DPW

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

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

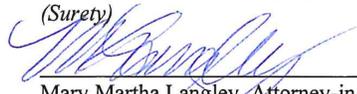
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
*(Witness)*

Pave-Rite, Inc.  
*(Principal)*   
  
\_\_\_\_\_  
*(Title)* PRESIDENT

  
\_\_\_\_\_  
*(Witness)*

Old Republic Surety Company  
*(Surety)*   
  
\_\_\_\_\_  
Mary Martha Langley, Attorney-in-Fact and  
Florida Licensed Resident Agent 



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TANYA L. RUSSO, FREDERIC M. ARCHERD, JR., RICHARD P RUSSO JR, MARY MARTHA LANGLEY, OF TAMPA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8TH day of NOVEMBER, 2019.

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 8TH day of NOVEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Notary Public  
My commission expires: 9/28/2022

### CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3545

Signed and sealed at the City of Brookfield, WI this 5TH day of October, 2020



Assistant Secretary

BALDWIN KRISTYN SHERMAN PTRS

**THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.**

**SECTION 00300 – BID FORM**

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above entitled matter and the work and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within ninety (90) calendar days and final completion within one hundred and twenty (120) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of seven hundred fifty (\$750) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:  
No. 1, Date: 09/25/20  
No. 2, Date: 10/01/20  
No. \_\_\_\_\_, Date: \_\_\_\_\_
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

<b>BID FORM</b>						
<b>CITY OF INVERNESS</b>						
<b>PUBLIC WORKS PARKING LOT RECLAMATION PROJECT - BID FORM - REVISION 1</b>						
<b>BID NO.</b>	<b>FDOT PAY ITEM NO.</b>	<b>DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>		<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	N/A	Mobilization	1	LS	\$5,784.54	\$5,784.54
2	102-1	Maintenance of Traffic	1	LS	\$236.00	\$236.00
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	840	SY	\$3.53	\$2,965.20
4	N/A	Reclamation of Existing Parking Lot	4,600	SY	\$8.54	\$39,284.00
5	N/A	Roadway Prime Coat (Bituminous Treatment)	4,600	SY	\$0.83	\$3,818.00
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	315	TN	\$118.00	\$37,170.00
7	104-10-3	Sediment Barrier	450	LF	\$1.63	\$733.50
8	570-1-2	Installation of Sod (2' Wide)	2,110	LF	\$1.26	\$2,658.60
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA	\$136.69	\$273.38
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	180	LF	\$1.18	\$212.40
11	711-11-125	Thermoplastic Stop Bar (24")(Solid White)	15	LF	\$11.80	\$177.00
<b>TOTAL</b>						<b>\$93,312.62</b>

<b>BID FORM</b> <b>CITY OF INVERNESS</b> <b>BANK PARKING LOT RECLAMATION PROJECT - BID FORM- REVISION 1</b>						
BID NO.	FDOT PAY ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
1	N/A	Mobilization	1	LS	\$4,910.16	\$4,910.16
2	102-1	Maintenance of Traffic	1	LS	\$389.40	\$389.40
3	285-701	Limerock Base (LBR 100)(4' wide x 4" thick)	260	SY	\$3.90	\$1,014.00
4	N/A	Reclamation of Existing Parking Lot (Including Concrete Well Caps)	1,400	SY	\$17.71	\$24,794.00
5	N/A	Roadway Prime Coat (Bituminous Treatment)	1,400	SY	\$1.27	\$1,778.00
6	334-1-12	SP 9.5 Asphaltic Surface Course for Overlay, 1.25" Depth	97	TN	\$151.95	\$14,739.15
7	104-10-3	Sediment Barrier	100	LF	\$3.08	\$308.00
8	570-1-2	Installation of Sod (2' Wide)	100	LF	\$4.12	\$412.00
9	700-1-11	Single Post Sign (remove, protect, & reinstall)	2	EA	\$136.69	\$273.38
10	N/A	Thermoplastic Pavement Markings (6")(Single)(Solid White)	850	LF	\$1.18	\$1,003.00
11	711-11-125	Thermoplastic Stop Bar (24")(Solid White)	15	LF	\$11.80	\$177.00
<b>TOTAL</b>						\$49,798.09

**Lump Sum Grand Total amounts are to be shown in both words and figures.** In case of discrepancies, the amount in words will govern.

PUBLIC WORKS PARKING LOT RECLAMATION TOTAL: \$ 93,312.62

BANK PARKING LOT RECLAMATION TOTAL: \$ 49,798.09

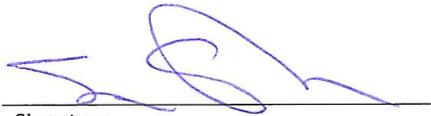
LUMP SUM GRAND TOTAL: \$ 143,110.71

WORDS: One Hundred Forty Three Thousand, One Hundred Ten Dollars and Seventy One cents

THIS PROPOSAL DATED THIS 5th day of October, 2020

ATTEST:

Witness:



Signature

Jason Smith

Printed Name

By:



Authorized Signature (Principal)

L. Michael Delgado, President

Printed Name, Title

Pave-Rite, Inc.

Company Name

Address:

3411 W. Crigger Ct.

Lecanto, FL 34461

59-2992809

Employee I.D. No.

Florida State Certified General  
Contractor's License Number

Telephone Number: 352-621-1600

**END OF SECTION**

**SECTION 00302 – PUBLIC ENTITY CRIMES STATEMENT**

**NOTICE TO BIDDERS:** This form must be properly completed, executed and returned with the bid documents in order for your bid to be considered. Failure to do so will result in automatic disqualification.

**SWORN STATEMENT UNDER SECTION 287133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**(To be signed in the presence of a notary public or other officer authorized to administer oaths.)**

STATE OF Florida

COUNTY: Citrus

Before me, the undersigned authority, personally appeared L. Michael Delgado

who, being by me first duty sworn, made the following statement:

1. The business address of Pave-Rite, Inc. (name of bidder or contractor) is 3411 W. Crigger Ct., Lecanto, FL 34461.

2. My relationship Pave-Rite, Inc. (name of bidder or contractor) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the

control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officer, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

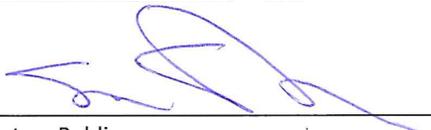
6. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

*(Draw a line through paragraph 6 if paragraph 7 below applies.)*

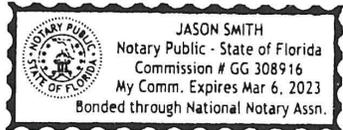
~~7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ . A copy of the order of the Division of Administrative Hearings is attached to this statement.~~

*(Draw a line through paragraph 7 if paragraph 6 above applies.)*

Sworn to and subscribed before me in the state and county first mentioned above on the 5th day of October, 2020.

Signed:   
Notary Public

(Affix seal)



My commission expires: 3/6/23

**END OF SECTION**

**SECTION 00303 – DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that Pave-Rite, Inc. does:

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 the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' 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 from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 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 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 fully complies with the above requirements.

  
Bidder's Signature

10/05/20  
Date

**END OF SECTION**



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

April 20, 2020

PAVE-RITE, INC.  
3411 WEST CRIGGER COURT  
LECANTO, FLORIDA 34461

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due 4/30/2021.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/](https://fdotwpl.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA:cg

www.fdot.gov

**Request for Taxpayer  
 Identification Number and Certification**

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Pave-Rite, Inc.**

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

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

Other (see instructions) ▶ \_\_\_\_\_

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

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

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

5 Address (number, street, and apt. or suite no.) See instructions.  
**3411 W Crigger Ct**

6 City, state, and ZIP code  
**Lecanto, FL 34461**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

**Social security number**

			-						
--	--	--	---	--	--	--	--	--	--

or

**Employer identification number**

5	9	-	2	9	9	2	8	0	9
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶ 

Date ▶ 1/15/2019

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**PUBLIC WORKS AND BANK PARKING LOT RECLAMATION  
BID NUMBER 2020-05 DPW**

**ADDENDUM NO. 1**

Date: September 25, 2020

Project Number: 1422400051 & 142200052

**This addendum forms a part of the Specifications and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of Section 00300 with the submitted bid. Failure to do so may subject the proposer to disqualification.**

**This addendum provides attendees and addresses questions that were posed and answered during the non-mandatory Prebid meeting held on September 24<sup>th</sup>, 2020.**

**Prebid Meeting Attendees:**

Alan Garri – Kimley-Horn  
Scott McCulloch – Public Works Director  
Susan Jackson – City Clerk

Mike Little – Asphalt Engineering  
Jerry Ziglinski – Pave-Rite  
Greg Pospiech – Pospiech Contracting

1. Q: How is the project defining reclamation.

***Response: Reclamation is comprised of the reclaiming of the existing limerock and asphalt to a depth sufficient to avoid the subgrade. Additional limerock is added to restore cross slopes and maintain existing drainage patterns. Reclaimed material is compacted as required in the specifications. Asphalt is overlaid to a depth of 1.25 inches.***

2. Q: What testing is required and who will pay for it.

***Response: Testing is described in the specifications but will consist of density tests of the limerock and asphalt cores. The contractor will pay for these tests.***

***The soil borings indicated the potential presence of fines in the limerock that may impact the reclaimed base. Therefore, a separate LBR test may be requested of the reclaimed base prior to paving. If this test is requested the City will pay for the separate LBR test.***

3. Q: Are asbuilts required.

***Response: Asbuilts will not be required.***

4. Q: What level of access needs to be provided to the parking lots during construction? Public Works will need access to building, prep work has been done. Alternate parking for employees.

***Response: The Brennan Bank parking lot can be closed to parking, but access needs to be maintained for the bank's tellers. Coordinate with the bank on access. Public Works employees will alternate their parking location to facilitate construction but access to at least one door of the public works building will need to be provided. Additionally, the public works department has already started prep work for the project. This includes clearing***

***equipment and supplies, removal of asphalt curbs, and trimming of trees for easier access. Contractors are encouraged to visit both sites.***

5. Q: Does anything need to be done with the monitoring wells located within the bank parking lot, has all monitoring and use stopped?

***Response: The monitoring concrete caps should be reclaimed with the existing asphalt and limerock. The monitoring wells are no longer in use and have been abandoned.***

6. ***No question was asked, but clarification was provided during the pre-bid meeting regarding the intent of the parking lot grading for the project. The drainage arrows on the plan show the observed drainage patterns onsite. The intent of the project is to restore/preserve the existing drainage patterns.***

**ATTACHMENTS**

ATTACHMENT 1	Public Works Parking Lot Soil Boring Report
ATTACHMENT 2	Brennan Bank Parking Lot Soil Boring Report

**END OF SECTION**

**PUBLIC WORKS AND BANK PARKING LOT RECLAMATION  
BID NUMBER 2020-05 DPW**

**ADDENDUM NO. 2**

Date: October 1, 2020

Project Number: 1422400051 & 142200052

**This addendum forms a part of the Specifications and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of Section 00300 with the submitted bid. Failure to do so may subject the proposer to disqualification.**

1. Q: Concerning bid item #3 please explain where to place only a 4' wide 4" thick strip of limerock base of 260 square yards on the Bank Parking lot & 840 square yards at the Public Works Parking lot?

***Response: Bid Item #3 is included in the project in case any additional limerock is needed to restore/maintain the existing drainage patterns within the parking lot. The intent of the measurement quantity included with this pay item was to install the 4' strip of limerock in the center of the travel lane in the parking lots, as needed, to allow for the adjustment of centerline grades to facilitate cross slopes and preserve drainage patterns. It may be the case that no additional limerock is needed if reclamation of the existing parking lot and grading can achieve the needed slopes to maintain drainage patterns.***

2. Q: The pay item unit of measure for the sediment barrier and sod on both sites seems to be switched. The pay items show sediment barrier as per SY and the sod as per LF. Can you verify if this is the way you want it bid?

***Response: The pay item for sod is correct. The pay item for sediment barrier should be per LF. A revised Bid Form is included with this addendum.***

**ATTACHMENTS**

ATTACHMENT 1      Bid Form Revision 1

**END OF SECTION**

## SECTION 00500 – AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Inverness hereinafter called “Owner”, and Pave-Rite, Inc. doing business as a corporation hereinafter call “Contractor”, for the construction of the Public Works and Bank Parking Lot Reclamation Project

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$ 143,110.71 and as shown in the Bid Schedules.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (**operational**) within 90 calendar days. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$750 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed, and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
  - (a) Contractor is making satisfactory progress, and
  - (b) There is no specific cause for greater withholding.

However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-

contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:
  - (a) Invitation to Bid
  - (b) Instructions to Bidders
  - (c) Bid Form
  - (d) Public Entity Crimes Statement
  - (e) Drug Free Workplace Form
  - (f) Agreement
  - (g) Application for Payment
  - (h) Certificate of Substantial Completion
  - (i) Performance and Payment Bond
  - (j) Certificate of Insurance
  - (k) General Conditions
  - (l) Special Provisions
  - (m) Notice of Intent to Award
  - (n) Notice to Proceed
  - (o) Change Order Form
  - (p) Contract Field Order Form
  - (q) Material and Equipment
  - (r) Full Depth Reclamation Specifications
  - (s) Technical Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated September 2020.
  - (t) Addenda As Follows:
    - No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_
    - No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent,

or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.

12. The Contractor shall indemnify and save harmless the City of Inverness its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.
13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Public Works and Bank Parking Lot Reclamation Project, dated September 2020 shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.
14. The rights of the parties hereto shall be construed and be subject to the jurisdiction of the courts in accordance with the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be in Citrus County, Florida. The court of jurisdiction shall be the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.
15. Contractor, including its employees or agents, shall serve as an independent contractor and shall not be considered an agent or employee of the City of Inverness.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Inverness

BY: \_\_\_\_\_

NAME: Eric C. Williams  
Please Type/Print

TITLE: City Manager

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME: Susan Jackson  
Please Type/Print

TITLE: City Clerk

CONTRACTOR: Pave-Rite, Inc.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
Please Type/Print

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
NAME: \_\_\_\_\_  
Please Type/Print

TITLE: \_\_\_\_\_

**END OF SECTION**



## Agenda Memorandum – *City of Inverness*

October 20, 2020

TO: Elected Officials  
FROM: City Manager  
SUBJECT: Tourist Development Council Advertising and Reimbursement Memorandum of Understanding  
CC: City Clerk, Events Director & Finance Director  
Enclosure: Memorandum of Understanding

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As discussed at a previous meeting of Council, the City is looking to enter into a Memorandum of Understanding with the Citrus County Tourism Development Council (TDC) to broaden its advertising reach in order to increase the number of out-of-county visitors to events/festivals. The TDC has allocated \$7,500 in tourist tax funds to reimburse the City for marketing expenses incurred to bring tourists to Inverness via a grant type program.

The enclosed Memorandum of Understanding structures a reimbursement grant program where prior to advertising an event, the City will submit a copy of said advertising for review by the TDC Staff. Once mutually agreed upon, the City will provide proof of payment and invoice for reimbursement.

The events and festivals for the utilization of these marketing grant monies are; Inverness St. Patrick's Parade and Festival, Inverness Big Bass Classic, Taste of Inverness, Patriotic Evening, Pine Street Jam, The Great American Cooter Festival, Festival of the Arts and Old-Fashioned Christmas.

It is recommended that Council proceed to approve the MOU as presented. If approved the MOU will be transmitted to the BOCC for their consideration and approval.

***Recommended Action -***

1. Motion and second to approve the Memorandum of Understanding with the Citrus County Board of County Commissioners and the City for the reimbursement of certain out of county advertising dollars for City Events and Festivals and authorize the Council President to execute the document.
2. Deliberate the Matter
3. Vote the Matter

If you wish to discuss this further, please contact me at your convenience.



---

Eric C. Williams

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF INVERNESS  
AND  
CITRUS COUNTY, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between City of Inverness, a Florida municipal corporation, whose principal address is 212 W. Main Street, Inverness, FL 34450 (hereinafter referred to as "City") and Citrus County, Florida, a political subdivision of the State of Florida whose principal address is 110 N. Apopka Ave., Inverness, FL 34450 (hereinafter referred to as "County").

WHEREAS, City submitted a request to the Tourist Development Council (TDC) for a marketing award in the amount of \$7,500 for promotion of special events and festivals hosted by City;

WHEREAS, the marketing award will enable City to broaden its advertising reach in order to increase the number of out-of-county visitors drawn to the events;

WHEREAS, County has determined that City's events increase out-of-county tourism and has allocated \$7,500 of tourist tax funds to the City to market the special events and festivals;

WHEREAS, City and County wish to enter into this Memorandum of Understanding to outline the procedures for the disbursement of the marketing funds to City;

NOW THEREFORE the parties agree as follows:

1. County has allocated \$7,500 in tourist tax funds to be used to reimburse City for expenses incurred in marketing events designed to bring out-of-county tourists to Citrus County.

2. The events for which the marketing grant monies may be utilized are as follows:  
Inverness St. Patrick's Day Festival & Parade; Inverness Big Bass Classic; Taste of Inverness; Patriotic Evening; Pine Street Jam; The Great American Cooter Festival; Festival of the Arts; and, Old Fashioned Christmas
3. Prior to advertising an event, City will submit ad copy for the event to the Citrus County Visitor and Convention Bureau for review.
4. Within thirty (30) days of the conclusion of an event, City will submit a report to the Citrus County Visitor and Convention Bureau documenting the out-of-county marketing, together with proof of payment for the advertisement and an invoice for the amount of grant monies City seeks for reimbursement of the advertisement expense.
5. Within forty-five (45) days of approving the invoice, County will submit payment to City.
6. TERM. The term of this Agreement shall be for a period of one year, beginning on October 1, 2020.
7. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the Parties.
8. AMENDMENT. This Agreement may be amended in writing executed by both Parties in the same manner as this Agreement.
9. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement and venue for any suit involving this Agreement shall be in Citrus County, Florida.
10. ASSIGNMENT. No assignment, delegation, transfer or novation of this Agreement or any part thereof shall be made unless approved in writing by both Parties.
11. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any partnership or joint venture, or create any fiduciary relationship among the Parties.

12. THIRD PARTY BENEFICIARIES. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party to this Agreement.

13. WAIVER. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be in writing and signed by the Party granting the waiver. If any representation, warranty or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

14. NOTICES. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following address or sent by certified or registered mail or by overnight delivery:

City of Inverness  
Inverness Event & Visitor Bureau  
Attn: Liz Fernley, APR, Director.  
212 W. Main Street  
Inverness, FL 34450

Citrus County, Florida  
Citrus County Visitors & Convention Bureau  
Attn: John Pricher, Director  
915 N. Suncoast Blvd.  
Crystal River, FL 34428

The Parties may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

15. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part

of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are sections of this Agreement.

16. CONSENTS. To the extent the consent of any Party to this Agreement is required as condition to the action of the other Party, such consent shall not be unreasonably withheld.

17. AMBIGUITY. The Parties agree that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

18. GOOD FAITH. The Parties agree to cooperate, adjust, initial, deliver, execute, re-execute and re-deliver any and all documents deemed necessary to effectuate this Agreement.

19. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

20. COUNSEL. All Parties hereto acknowledge and represent to each other that each has had the opportunity to consult independent counsel in the review, negotiation and execution of this Agreement. Each Party fully understands the facts and has been fully informed as to its legal rights and obligations about this Agreement.

By signing this Agreement, CITY and COUNTY acknowledge they will actively abide by the terms of this Agreement.

(The remainder of this page intentionally left blank.)

CITY OF INVERNESS

\_\_\_\_\_  
Signature of Witness (1)

\_\_\_\_\_  
Printed Name of Witness (1)

\_\_\_\_\_  
Signature of Witness (2)

\_\_\_\_\_  
Printed Name of Witness (2)

BY: \_\_\_\_\_

Jacque Hepfer, Council President

STATE OF FLORIDA  
COUNTY OF CITRUS

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

**WITNESS** my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC-State of Florida  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

ATTEST:

CITRUS COUNTY, FLORIDA

\_\_\_\_\_  
Angela Vick, Clerk of Court

By: \_\_\_\_\_  
Brian J. Coleman, Chairman

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

APPROVED AS TO FORM  
AND CORRECTNESS FOR  
COUNTY ONLY:

\_\_\_\_\_  
Denise A. Dymond Lyn, County Attorney