

**City of Oviedo Agreement For
Drainage Repairs for Alafaya Woods Sugarberry Pond Outfall
With
Barracuda Building Corporation**

THIS AGREEMENT made and entered into the _____ day of _____, 2023 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and **Barracuda Building Corporation**, whose principal and local address is **1000 Ocoee-Apopka Rd, Suite 400, Apopka, Florida 32703**, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) 23-48; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Drainage Repairs for Alafaya Woods Sugarberry Pond Outfall, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to Drainage Repairs for Alafaya Woods Sugarberry Pond Outfall, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for to Drainage Repairs for Alafaya Woods Sugarberry Pond Outfall, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and

expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term “law” is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper’s name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS’s shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers’ compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY’s officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is

not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described

in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the

employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The term of this Agreement shall be for a period of one (1) year.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

**James C. Thompson, President
Barracuda Building Corporation
1000 Ocoee-Apopka Rd, Suite 400
Apopka, Florida 32703**

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY

reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the

CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of

these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any other insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

\$500,000 Each Accident
\$500,000 Each Employee
\$500,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
\$1,000,000 Personal & Advertising Injury - each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(4) Pollution Liability Insurance: The CONTRACTOR shall provide pollution liability insurance in the amount of \$2,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the

CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (INA). The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be

inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law, (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continuing obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

James C. Thompson, President
Barracuda Building Corporation
1000 Ocoee-Apopka Rd, Suite 400
Apopka, Florida 32703

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the _____ day of _____, 2023, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

BARRACUDA BUILDING CORPORATION

By: _____

Date: _____

ATTEST:

CITY OF OVIEDO

By:

Elianne Rivera, City Clerk

Megan Sladek, Mayor

Date: _____

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

Julianna Groot
City Attorney

EXHIBIT A

SCOPE OF SERVICES

The City of Oviedo is soliciting bids for the flooding and drainage repairs for the Alafaya Woods Sugarberry Pond Outfall. The existing outfall structure for the Sugarberry Pond in Alafaya Woods was destroyed during Hurricane Ian. The purpose of the project is to reconstruct the outfall structure per the construction plans included in this request for bid.

See detailed plan sheets and map attached.

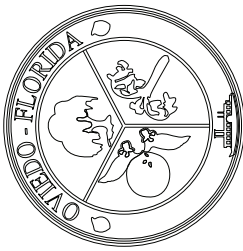
PROJECT LOCATION

The project is located along the west side of Alafaya Woods Boulevard and south of Sugarberry Trail.

SERVICES TO BE PROVIDED

The awarded bidder (herein referred to as the Contractor) shall provide services as requested for costs stated on the Bid Form. Under certain circumstances supplies and materials may be supplied by the City. The Contractor shall supply all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein. The City will not pay for the rental or purchase of equipment needed by the Contractor.

The Contractor shall maintain an adequate supply of materials, supplies, personnel, etc., to perform services required to ensure work can be performed in a timely manner.



CITY COUNCIL

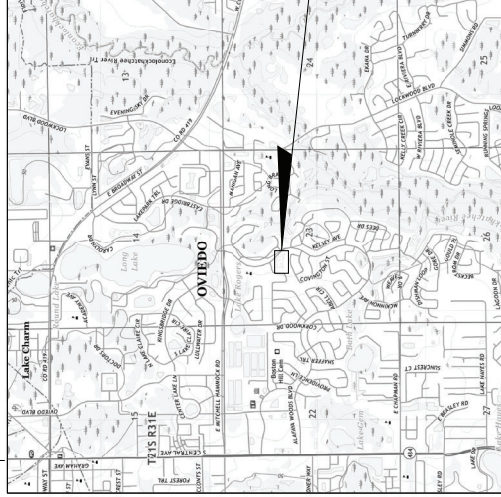
MAYOR MEGAN SLADEK
DEPUTY MAYOR JEFF BODDIFORD
COUNCIL MEMBER KEITH BRITTON
COUNCIL MEMBER BOB POLLACK
COUNCIL MEMBER NATALIE TEUCHERT

CITY OF OVIEDO

PLANS OF PROPOSED

HURRICANE IAN FLOODING AND DRAINAGE REPAIRS FOR ALAFAYA WOODS: SUGARBERRY POND OUTFALL (AREA 4)

TO WINTER SPRINGS



RANGE 31 E

TO ORLANDO

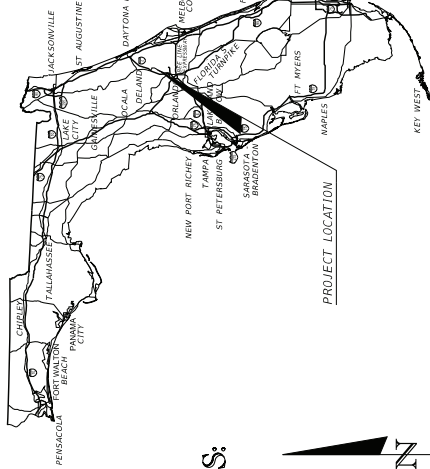
VICINITY MAP

FINAL SUBMITTAL
MAY 2023

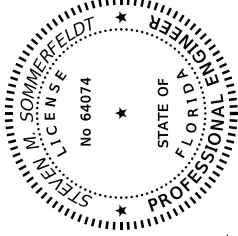
A DETAILED INDEX APPEARS ON THE
KEY SHEET OF EACH COMPONENT

INDEX OF DRAINAGE PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	PROJECT LAYOUT
4	GENERAL NOTES
5	PLAN SHEET
6	DETAIL SHEET
7	SOIL BORINGS
8	EROSION CONTROL PLAN



PROJECT LOCATION



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO
THE SEAL

PRINTED COPIES OF THIS
DOCUMENT ARE NOT
CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE
MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

THE ABOVE NAMED
PROFESSIONAL IS RESPONSIBLE
FOR THE DRAWING SHEETS
IN ACCORDANCE WITH RULE
61G15-23.004, F.A.C.

PLANS PREPARED BY:



NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

DRAINAGE PLANS
ENGINEER OF RECORD: STEVEN M. SOMMERFELDT, PE

P.E. NO.: 64074

SHEET
NO.

1

GOVERNING STANDARDS PLANS:
Florida Department of Transportation, FY2023-24 Standard Plans for Road and
Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the
following website: <http://www.fdot.gov/design/standardplans>

City of Oviedo Engineering Standards Manual

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, FY 2023-24 Standard Specifications
for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

SUMMARY OF PAY ITEMS									
ITEM NUMBER	DESCRIPTION	UNITS	QUANTITY TOTAL		101-1	102-1	110-1-1	120-1 THROUGH 120-6	900-1
			PLANS	FINAL					
101-1	MOBILIZATION (10% OF ALL OTHER ITEMS)	LS	1						
102-1	MAINTENANCE OF TRAFFIC	LS	1						
104-10-3	SEDIMENT BARRIER	LF	210						
104-15	SOIL TRACKING PREVENTION DEVICE	EA	1						
110-1-1	CLEARING AND GRUBBING	AC	0.1						
120-1	REGULAR EXCAVATION	CY	110						
120-4	SUBSOIL EXCAVATION	CY	240						
120-6	EMBANKMENT	CY	40						
425-100	POST MOUNTED SKINNER, FIBERGLASS	EA	1						
455-135-104	POLYMERIC SHEET PILE, VINYL	SF	460						
524-1-2	CONCRETE DITCH PAVEMENT, NON REINFORCED, 4"	SY	190						
570-1	PERFORMANCE TURF, SOD	SY	350						
900-1	AS-BUILT PLANS	LS	1						
900-2	DEWATERING ACTIVITIES	LS	1						

101-1

102-1

110-1-1

120-1 THROUGH 120-6

900-1

900-2

INCLUDES ALL APPLICABLE SURVEY COSTS AND COSTS NECESSARY FOR A VIDEO SURVEY. INCLUDES ALL EFFORTS NECESSARY TO CONSTRUCT AND DISMANTLE A TEMPORARY STAGING AREA TO BE USED BY CONTRACTOR FOR TRANSPORT OF MATERIALS TO AND FROM THE CONSTRUCTION AREA. INCLUDES ALL MONITORING AND INVESTIGATION EFFORTS BY A GEOTECHNICAL ENGINEER AS NECESSARY DURING AND AFTER CONSTRUCTION DUE TO SIGNS OF GROUND SETTLING / SHIFTING. SEE GENERAL NOTES FOR ADDITIONAL ITEMS INCLUDED UNDER THIS PAY ITEM.

INCLUDES ALL NECESSARY TRAFFIC CONTROL DEVICES INCLUDING FLAGMEN, PILOT CARS AND VARIABLE MESSAGE BOARDS. IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (LATEST EDITION), CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC CONTROL THROUGHOUT THE PROJECT. CONTRACTOR SHALL POST SIGNS, ETC. IN ORDER TO PREVENT PEDESTRIANS FROM ACCESSING WORK AREAS. SEE GENERAL NOTES FOR ADDITIONAL ITEMS INCLUDED.

INCLUDES, BUT IS NOT LIMITED TO, THE COST OF REMOVAL AND DISPOSAL OF ALL EXISTING STRUCTURES, ALL OTHER ITEMS IN ORDER TO CONSTRUCT THE PROJECT. INCLUDES THE COST OF REMOVAL AND DISPOSAL OF EXISTING CULVERT PIPES, STRUCTURES, ETC. AS CALLED OUT IN THE PLANS. INCLUDES THE TRANSPORT AND DISPOSAL OF ALL REMOVED MATERIALS TO AN APPROVED SEMINOLE COUNTY DISPOSAL SITE YARD OR AS DIRECTED BY THE CITY. INCLUDES THE COST OF LOCATION AND VERIFICATION OF EXISTING UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, GAS, CABLE, ETC. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE IN-KIND OR BETTER ANY DAMAGED FENCING IDENTIFIED TO REMAIN, DAMAGED MAILBOXES OR ANY OTHER PRIVATE PROPERTY DISTURBED DURING CONSTRUCTION. INCLUDES THE COST OF PROPERTY OWNER AND TENANT NOTIFICATION PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PERMITS WITHIN THE WORK AREA AS TO WHEN THE WORK WILL TAKE PLACE AND EXPLAIN THE LEVEL OF INCONVENIENCE THAT WILL BE INVOLVED. THIS NOTIFICATION SHALL TAKE PLACE FIVE (5) DAYS PRIOR TO COMMENCEMENT OF ANY WORK IN THAT AREA. THE NOTIFICATION WILL BE BY AN APPROVED DOOR HANGER TO BE PLACED ON EACH HOUSE/BUSINESS AND ANY VEHICLES PARKED WITHIN 25' OF THE LIMITS OF CONSTRUCTION.

INCLUDES THE COST OF ALL WORK REQUIRED FOR EXCAVATION, EMBANKMENT FILL, AND ASSOCIATED GRADING.

INCLUDES ALL EFFORTS NECESSARY FOR PREPARATION OF AS-BUILT (RED-LINE) DRAWINGS, INCLUDING THE MEASUREMENT OF ALL DIMENSIONS AND THE REQUIRED QUANTITIES TO BE USED BY ENGINEER IN THE CERTIFICATION OF AS-BUILT DRAWINGS.

INCLUDES THE COST OF OBTAINING ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES.

PAY ITEM NOTES

REVISIONS				City of Oviedo ENGINEERING DIVISION		LONG-TERM REPAIR AREA 4 SUMMARY OF PAY ITEMS		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION			
								2



Steven M. Summerfield, PE
PE No. 64074
Oviedo, Florida 32765
Certificate of Authorization No. 7074
P. 407.21.8550

6/1/2023

5/23/2023

4:14:53 PM

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GENERAL NOTES

1. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY CONTRACTOR AS FOLLOWS:
a. ALL CORNERS ARE TO BE CONSIDERED AS BEING THE PROPERTY OF THE CITY OF OVIEDO. ANY CORNER BEING DAMAGED, DESTROYED OR MOVED SHALL BE PROPERLY RECONSTRUCTED BY THE CONTRACTOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK. ALL SUCH CORNERS AND MONUMENTS SHALL FURNISH TO THE DISTRICT LOCATION ENGINEER A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING. INCLUDE ALL COST OF REFERENCE, RESTORING AND PRESERVING IN THE BID UNIT PRICE FOR MOBILIZATION.
2. ALL NAV.D. BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED AND REFERENCED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BENCH MARKS. THE CONTRACTOR SHALL BE REQUIRED TO RESTORE THE NAV.D. BENCH MARK UPON COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY TRANSMIT ALL DISPLACED OR DAMAGED NAV.D. DISCS TO THE COUNTY SURVEYOR, WHO SHALL NOTIFY THE GEODETIC INFORMATION CENTER. INCLUDE ALL COST OF REFERENCE AND PROTECTING IN THE BID PRICE FOR MOBILIZATION.
3. ALL EXCESS MATERIAL IS TO BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR SHALL USE A STREET SWEEPER WITH PLASTIC BOTTOM BROOMS AND DISCS TO REMOVE ALL DEBRIS AND LITTER FROM THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BENCH MARKS. THE CONTRACTOR SHALL BE REQUIRED TO RESTORE THE NAV.D. BENCH MARK UPON COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY TRANSMIT ALL DISPLACED OR DAMAGED NAV.D. DISCS TO THE COUNTY SURVEYOR, WHO SHALL NOTIFY THE GEODETIC INFORMATION CENTER. INCLUDE ALL COST OF REFERENCE AND PROTECTING IN THE BID PRICE FOR MOBILIZATION.
5. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
6. ALL SOD MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE CITY PRIOR TO PLACEMENT.
7. CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE CITY STAFF DURING THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING CITY STAFF PRIOR TO THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BENCH MARKS. THE CONTRACTOR SHALL BE REQUIRED TO RESTORE THE NAV.D. BENCH MARK UPON COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY TRANSMIT ALL DISPLACED OR DAMAGED NAV.D. DISCS TO THE COUNTY SURVEYOR, WHO SHALL NOTIFY THE GEODETIC INFORMATION CENTER. INCLUDE ALL COST OF REFERENCE AND PROTECTING IN THE BID PRICE FOR MOBILIZATION.
8. CONTRACTOR WILL RESTRICT PERSONNEL, THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AS NOTED ON THE PLAN SHEETS. ANY OFF-SITE STORAGE AREA WILL REQUIRE PRIOR REVIEW BY CITY STAFF.
9. A FLORIDA REGISTERED SURVEYOR SHALL PROVIDE CONSTRUCTION STAKEOUT AND RECORD DRAWINGS MEASUREMENTS, THE ENGINEER OF RECORD SHALL REVIEW, SIGN, DATE, AND SEAL THE FINAL RECORD DRAWINGS.
10. THE CONTRACTOR SHALL PROVIDE COPIES OF ALL PERMITS AND SHALL COMPLY WITH ALL APPLICABLE PERMIT CONDITIONS.
11. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION UNTIL AFTER THE PRE-CONSTRUCTION CONFERENCE WITH THE CITY AND THE NOTICE TO PROCEED (NTP) IS PROVIDED BY THE CITY.
12. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
13. ALL APPROVED SHOP DRAWINGS SHALL BE KEPT ON THE CONSTRUCTION SITE.
14. IRRIGATION LINES DAMAGES DURING CONSTRUCTION ARE TO BE CAPPED IMMEDIATELY AND REPORTED TO THE CITY (CONT.)

14. (CONT.) ENGINEERING INSPECTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND/OR REPLACE ALL DAMAGED IRRIGATION LINES TO THE SAME CONDITION AS THE ORIGINAL CONDITION AT HIS EXPENSE PRIOR TO THE COMPLETION OF THE PROJECT.
15. EXISTING TREES ARE TO REMAIN UNLESS OTHERWISE NOTED.
16. SOD ALL DISTURBED AREAS.
17. ANY DAMAGE DONE BY CONTRACTOR SHALL BE RESTORED TO AN EQUAL OR BETTER CONDITION.
18. THE CONTRACTOR SHALL RETURN ANY LANDSCAPE THAT IS DAMAGED TO THE INITIAL EXISTING CONDITION.
19. THE CONTRACTOR IS TO PROVIDE A WRITTEN DRAINAGE PLAN WITH SCHEDULED DRAINAGE PRIOR TO THE CITY ENGINEER'S REVIEW. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR REVIEW. CITY COMMENT SHALL BE INCORPORATED INTO THE PLAN. COST TO PROVIDE THIS PLAN SHALL BE INCLUDED IN THE PRICE FOR BID FOR PAY ITEM NO. 900-2 DRAINAGE ACTIVITIES.
- UTILITY NOTES
1. THE LOCATION(S) OF UTILITIES SHOWN IN THE PLANS ARE BASED ON THE CITY ENGINEER'S REVIEW. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION(S) OF UTILITIES PRIOR TO CONSTRUCTION.
2. THE UTILITY AGENCY/OWNER SHALL BE RESPONSIBLE FOR ALL UTILITY ADJUSTMENTS AND RELOCATIONS, AS REQUIRED.
3. FOR UTILITY ADJUSTMENT SYMBOLS, SEE STANDARD INDEX NO. 002.
4. ALL EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
5. CITY REPRESENTATIVES SHALL BE PRESENT DURING ALL OPERATIONS INVOLVING EXISTING UTILITIES.
6. CONTRACTOR SHALL NOT INTERRUPT EXISTING UTILITIES WITHOUT WRITTEN PERMISSION OF UTILITY OWNER.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY RELOCATIONS.
8. CONTRACTOR SHALL CONTACT SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770), AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUTES, TWO BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE:

UTILITY AGENCY/OWNER	TELEPHONE NUMBER
AT&T DISTRIBUTION	407-351-8180
CHARTER COMMUNICATIONS	407-448-5513
CITY OF OVIEDO - RECLAIMED WATER, SEWER, WATER	407-971-6548
DUKE ENERGY	352-459-4671
SEMINOLE COUNTY - TRAFFIC	407-655-5686
SEMINOLE COUNTY - ENVIRONMENTAL	407-655-5658
SEMINOLE COUNTY - ENGINEERING	407-665-2021

MAINTENANCE OF TRAFFIC NOTES

1. THE CONTRACTOR SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) (LATEST PUBLISHED EDITION) AND FOOT STANDARD PLANS (FY 2023-24) AT ALL TIMES.
2. ALL TRAFFIC CONTROL DEVICES (TEMPORARY SIGNS, PAVEMENT MARKINGS, BARRIER WALL, ETC.) REQUIRED DURING A CONSTRUCTION PHASE SHALL BE APPROVED BY THE CITY ENGINEERING INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION AND WILL BE MAINTAINED IN ACCORDANCE WITH THE MUTCD (IDEF TO FOOT STANDARD PLANS INDEX 102-600 IF CASE IS NOT COVERED IN MUTCD). FOOT STANDARD PLANS INDEX 102-600 SERIES SHALL BE USED IN CONJUNCTION WITH ALL OTHER INDICES SPECIFICALLY MENTIONED.

3. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN TRAFFIC DURING CONSTRUCTION IN ACCORDANCE WITH FOOT STANDARD PLANS INDEX 102-600 SERIES.
4. ALL EXISTING SIGNS WHICH CONFLICT WITH TRAFFIC CONTROL PLAN SHALL BE REMOVED OR TEMPORARILY RELOCATED AS NECESSARY.
5. VEHICULAR ACCESS TO RESIDENCES WILL BE MAINTAINED AT ALL TIMES.
6. WORK HOURS WILL BE DISCUSSED AT THE PRE-CONSTRUCTION MEETING.
7. TRAFFIC CONDITIONS, ACCIDENTS AND OTHER UNFORSEEN EMERGENCY CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY ENGINEERING INSPECTOR.
8. THE EXISTING POSTED SPEED WILL BE MAINTAINED DURING CONSTRUCTION. ALAFAYA WOODS BLVD IS POSTED AT 30 MPH.
9. THE CONTRACTOR SHALL SUBMIT AN MOT PLAN FOR REVIEW AND APPROVAL BY THE CITY OF OVIEDO BEFORE CONSTRUCTION CAN BEGIN.

EROSION CONTROL NOTES

1. PRIOR TO STARTING ANY OTHER WORK ON THE SITE, THE CONTRACTOR SHALL NOTIFY APPROPRIATE AGENCIES AND SHALL INSTALL EROSION CONTROL MEASURES AS IDENTIFIED IN STATE AND LOCAL APPROVAL DOCUMENTS PERTAINING TO THIS PROJECT.
2. THE CONTRACTOR IS REQUIRED TO INSPECT ALL EROSION CONTROL FEATURES AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCHES OR GREATER. IN ADDITION, MAINTAIN ALL EROSION CONTROL FEATURES AS REQUIRED HEREIN AND AS SPECIFIED IN STATE AND/OR FEDERAL ENVIRONMENTAL REGULATORY PERMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE DAILY REVIEW OF THE LOCATION OF SEDIMENT BARRIER IN AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CHANGED THE NATURAL CONTOUR AND DRAINAGE RUNOFF TO ENSURE THAT SILT FENCES ARE PROPERLY LOCATED FOR EFFECTIVENESS. THE CONTRACTOR WILL USE FOOT FORM 650-040-03 AND ALL INSPECTIONS SHALL BE CONDUCTED BY AN F.D.E.P. CERTIFIED STORMWATER MANAGEMENT INSPECTOR.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL POLLUTION PREVENTION CONTROLS. DAILY INSPECTIONS SHALL BE MADE BY THE CONTRACTOR TO DETERMINE THE EFFECTIVENESS OF EROSION, SEDIMENTATION, TURBIDITY AND POLLUTION CONTROL MEASURES. REMEDIAL ACTION SHALL BE PERFORMED IMMEDIATELY.
4. STABILIZATION MEASURES WILL BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
5. UPON COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER, CONTRACTOR SHALL REMOVE AND DISPOSE OF EROSION CONTROL MEASURES AND CLEAN SEDIMENT AND DEBRIS FROM ENTIRE DRAINAGE AND SEWER SYSTEMS AT NO COST TO THE CITY.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT APPLICABLE WATER QUALITY STANDARDS ARE MET BY PREVENTING THE DISCHARGE OF ANY FOREIGN MATERIAL IN THE WATER. CONTRACTOR SHALL ERECT THE BEST AVAILABLE MEANS OF EROSION AND TURBIDITY CONTROL TO ISOLATE THE WORK AREA AT ALL TIMES THESE MEASURES SHALL BE MAINTAINED FUNCTIONAL THROUGHOUT THE DURATION OF THE PROJECT.
7. CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL INLETS ALONG THE PROJECT CORRIDOR CLEAN OF LIME ROCK, DEBRIS, AND SOIL USING THE APPROPRIATE EROSION CONTROL MEASURES. EROSION CONTROL MEASURES WILL BE KEPT FUNCTIONAL THROUGHOUT THE DURATION OF THE PROJECT.

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



Inwood
consulting engineers

Steven M. Sommerfeld, PE
PE No. 64074
3000 Doveira Drive, Suite 200
Oviedo, Florida 32765
P: 407.971.8550
C: 407.971.8551
Certificate of Authorization No. 1074



City of Oviedo
ENGINEERING DIVISION

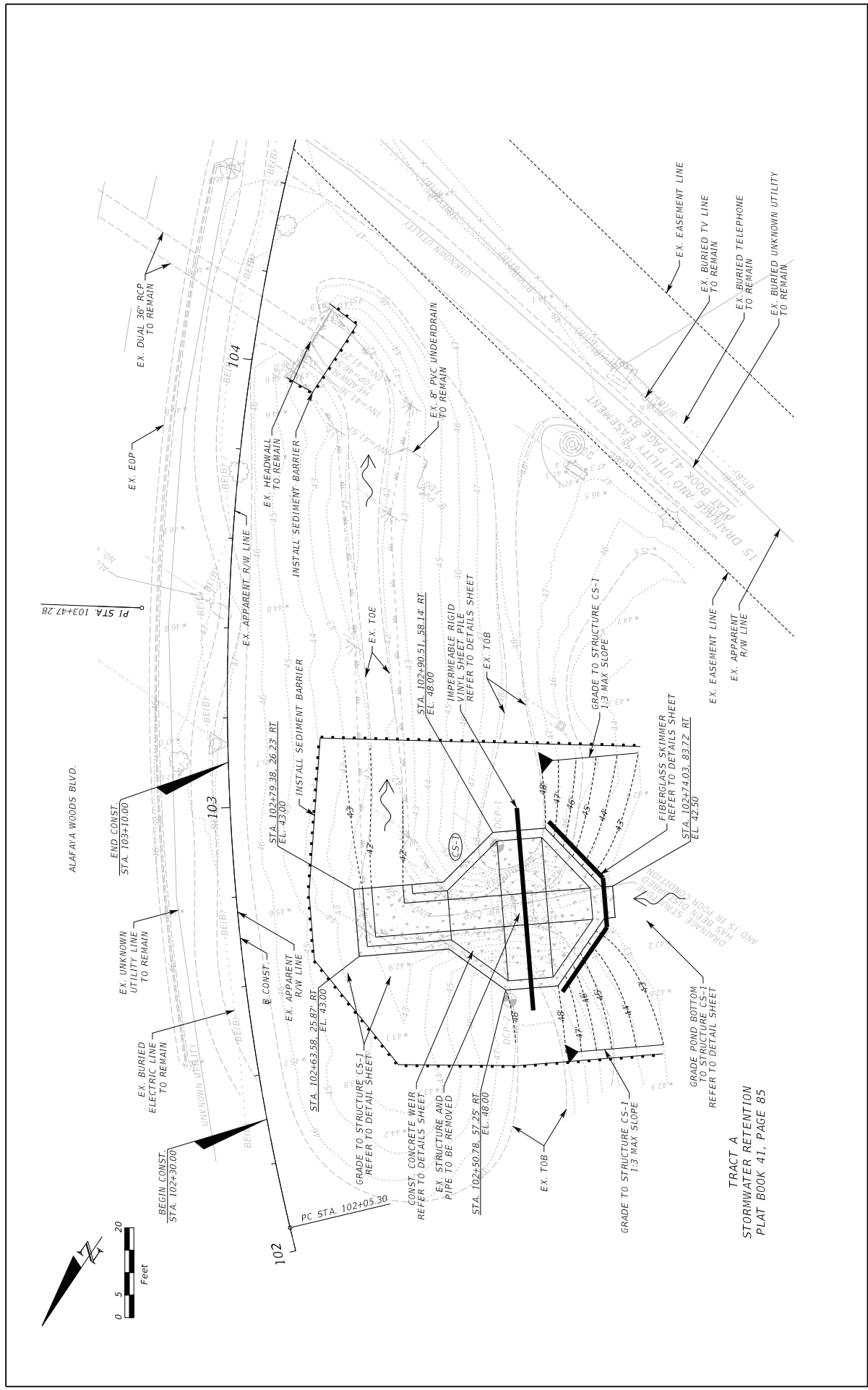
LONG-TERM REPAIR AREA 4
GENERAL NOTES

SHEET NO.	4
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04/04/24

5/23/2023

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REVISIONS			DESCRIPTION	
DATE	BY	DATE	BY	DESCRIPTION



Steven M. Sommerfeld, PE

3000 Dovers Drive, Suite 200

Oviedo, Florida 32765

PE No. 64074

Professional Seal No. 7074



City of Oviedo

ENGINEERING DIVISION

LONG-TERM REPAIR AREA 4

PLAN SHEET

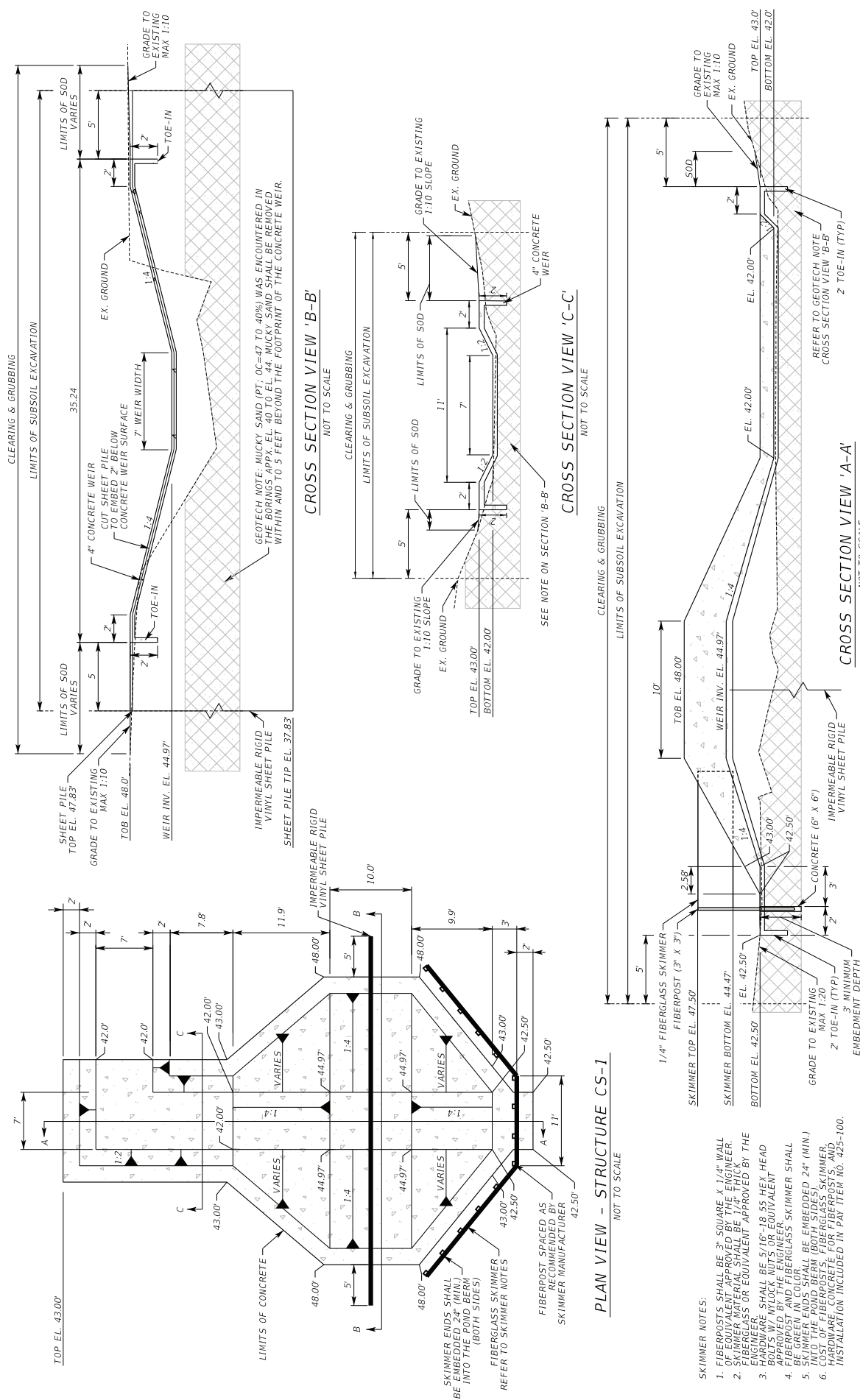
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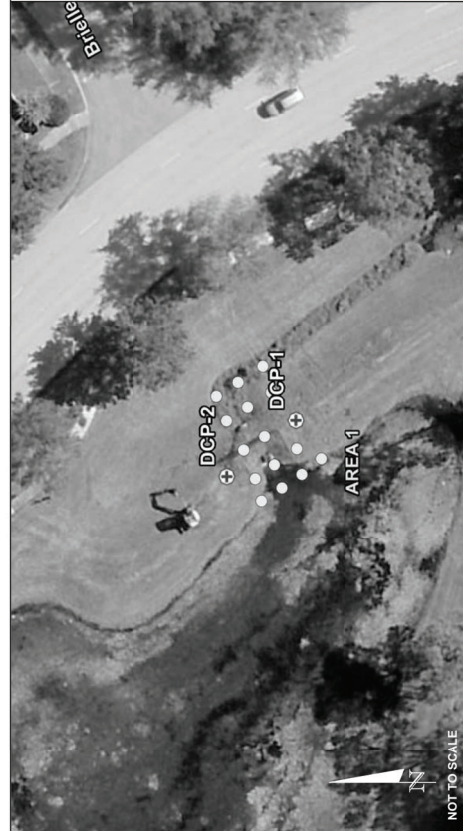
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R E V I S I O N S						<div><div>Inwood consulting engineers</div></div> <div>Steven M. Summerhült, PE 3009 Drovers Circle, Suite 202 PE No. 64074 Oviedo, Florida 32765 Phone: 407.971.8550 Fax: 407.971.8550 Certificate of Authorization No. 7074</div> <div><div>City of Oviedo ENGINEERING DIVISION</div></div> <div>LONG-TERM REPAIR AREA 4 <i>DETAIL SHEET</i></div> <div>SHEET NO.</div>
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	
						6



LEGEND

GSE GROUND SURFACE ELEVATION (FT. NAVD88)

N STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT

DCP DYNAMIC CONE PENETROMETER

BT BORING TERMINATED AT DEPTH INDICATED

MC= PERCENT PASSING NO. 200 U.S. STANDARD SIEVE

OC= PERCENT NATURAL MOISTURE CONTENT

PERCENT ORGANIC CONTENT

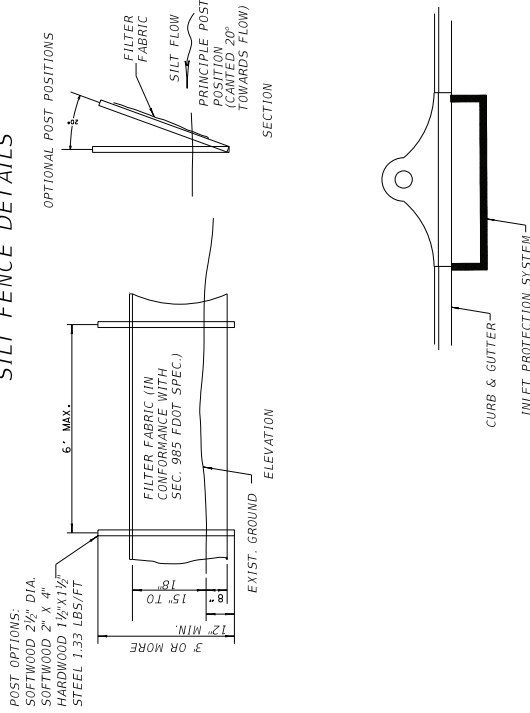
MANUAL HAMMER		NON-GRANULAR SOILS: SILTS, CLAYS, MUCK	
GRANULAR SOILS SANDS	RELATIVE DENSITY (BLOWS/FT)	N VALUE (BLOWS/FT)	CONSISTENCY
N VALUE (BLOWS/FT)	4-10	0-2	VERY SOFT
10-30	10-30	4-8	FIRM
30-60	30-60	8-15	STIFF
OVER 60	OVER 60	OVER 30	VERY STIFF TO HARD

EROSION CONTROL GENERAL NOTES

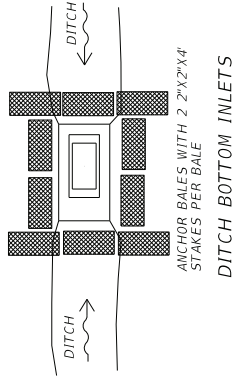
1. THE CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO PREVENT EROSION AND SEDIMENTATION FROM THE PROJECT TO THE VOLUME AND AMOUNT THAT ARE EXISTING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THIS CONDITION WILL BE SATISFIED FOR THE TOTAL ANTICIPATED CONSTRUCTION PERIOD, INCLUDING THE PERIOD OF CONSTRUCTION, AND CAPACITY OF CHECK WEIRS, SEDIMENT BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF THE CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES UNTIL THE ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION.
2. NO ENVICUTED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
3. THE SURFACE AREA OF OPEN RAW ERODIBLE SOIL EXPOSED BY CONSTRUCTION OPERATIONS SHALL BE CONTROLLED, SO THAT THIS OPERATION WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT OF SEDIMENTS.
4. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT LADEN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET. (SEE NOTE 16).
5. AREAS OPENED BY CONSTRUCTION OPERATIONS THAT ARE NOT ANTICIPATED TO BE DRESSED OR RECEIVE FINAL GRASSING TREATMENT WITHIN THIRTY DAYS SHALL BE SEEDED WITH A QUICK GRASSING SEEDING MIXTURE WITHIN FIFTEEN DAYS OF THE END OF GRADING. THE SEASON TO WHICH IT IS PLANTED, TEMPERATURE, SEEDING SHALL BE CONTROLLED SO AS TO NOT ALTER OR COMPETE WITH PERMANENT GRASSING. THE RATE OF SEEDING SHALL BE 30 POUNDS PER ACRE.
6. THE SEEDED OR SEEDED AND MULCHED AREAS SHALL BE ROLLED AND WATERED AS REQUIRED TO ASSURE OPTIMUM GROWING CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER.
7. IF AFTER 14 DAYS, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THE AREA WILL BE REMOVED AND ADDITIONAL SEED APPLIED TO ESTABLISH THE DESIRED VEGETATION COVER.
8. ALL FEATURES OF THE PROJECT SHALL BE CONSTRUCTED TO PREVENT EROSION AND SEDIMENT AND SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION AND SHALL BE MAINTAINED AFTER THE PROJECT. TRANSPORT OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT.
9. ALL DISTURBED AREAS OUTSIDE THE EXCAVATION AND FILL LIMITS WILL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THEIR CONDITION PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL NEWLY PLANTED GRASSES OR VEGETATION AND RETENTION/DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE CITY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY OF EMBANKMENTS AND SHALL REPLACE ANY PORTION, WHICH IN THE OPINION OF THE ENGINEER, IS UNSTABLE DUE TO CARELESSNESS OR NEGLIGENCE ON THE PART OF THE CONTRACTOR.
12. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO CONTROL EROSION AND SEDIMENT RUNOFF FROM THE SITE DURING CONSTRUCTION. SUCH METHODS SHALL BE IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
13. ABSOLUTELY NO WORK WILL BE ALLOWED WITHIN ANY CONSERVATION AREA, BUFFER AREA, MITIGATION AREA OR DESIGNATED WETLAND AREA WITHOUT A PERMIT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. NO WORK SHALL BE PERMITTED WITHOUT A PERMIT FROM THE GOVERNMENTAL ENTITY HAVING JURISDICTION OVER SAID AREA.
14. PRIOR TO CLEARING AND GRUBBING, THE LIMITS OF WETLANDS, BUFFERS, AND MITIGATION AREAS SHALL BE CLEARLY MARKED ALONG THE PROPOSED RIGHT OF WAY LINE TO PROTECT THESE AREAS FROM ENCROACHMENT FROM CONSTRUCTION ACTIVITIES.
15. ALL FILL EMBANKMENT AND GRADED AREAS SHALL BE PROTECTED AGAINST EROSION BY METHODS STATED IN SECTION 104. "F.D.O.T. STANDARD SPECIFICATIONS FOR BRIDGE AND ROAD CONSTRUCTION." SIDE SLOPES MAY BE SEEDDED AND MULCHED, PROVIDED THAT THE MULCH IS NOT WASHED AWAY BY EROSION. MULCHING SHALL BE NEITHER GREATER THAN 1:3 NOR PART OF A DRAINAGE CONVEYANCE.

16. EROSION CONTROL AT ALL INLET DRAINAGE STRUCTURES DURING CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2023-24, SECTION 104.

SILT FENCE DETAILS



EXISTING AND PROPOSED INLET



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

N.T.S.

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Inwood
consulting engineers

Steven M. Sommerfeld, PE
3000 Dovers Drive, Suite 200
Oviedo, Florida 32765
P: 407.217.8550
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Certificate of Authorization No. 7074

City of Oviedo
ENGINEERING DIVISION

LONG-TERM REPAIR AREA 4

EROSION CONTROL PLAN

SHEET NO. 8

Alafaya Woods Sugarberry Pond Outfall (Area 4)

Project Location Map

Legend



1000 ft

Google Earth

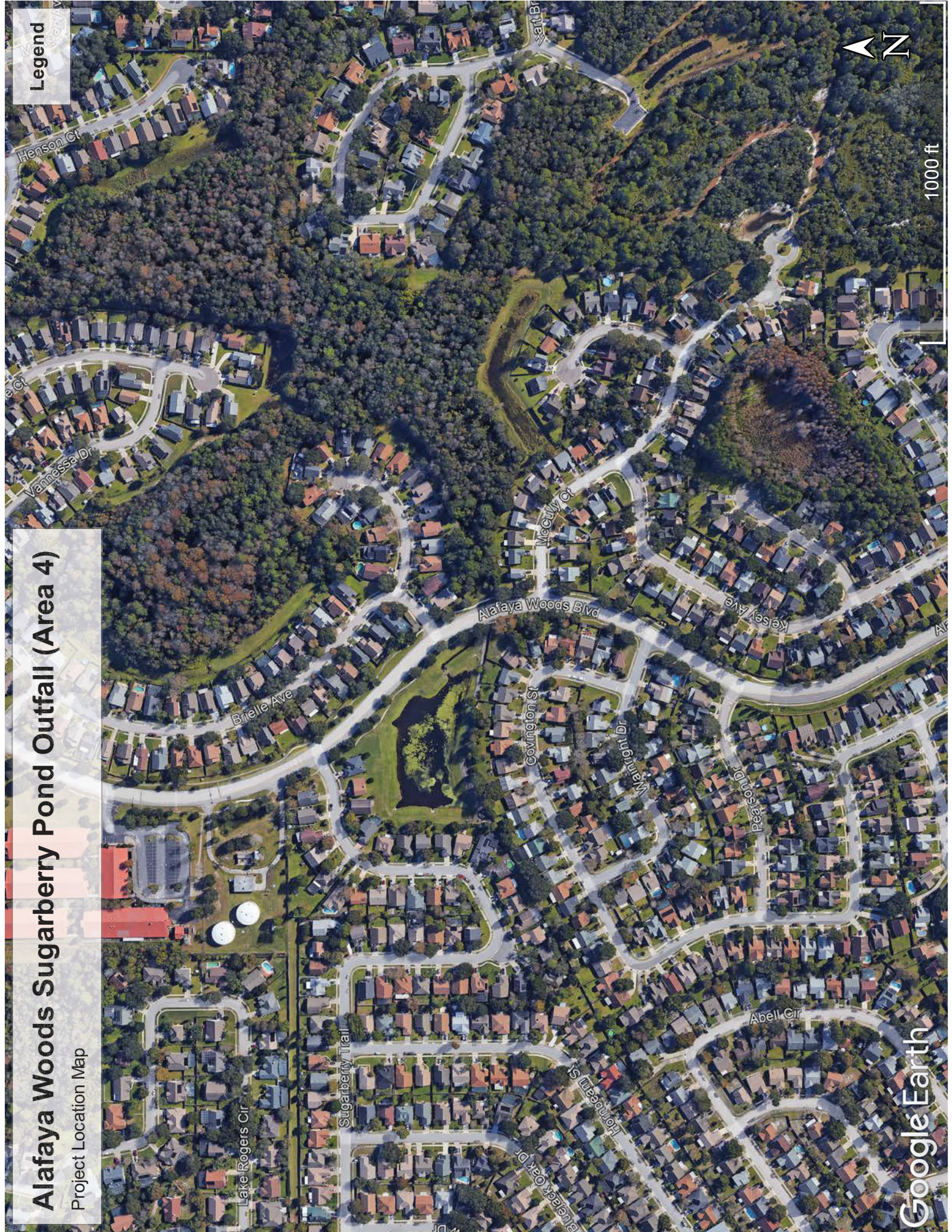


EXHIBIT B

BID FORM

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by **June 15, 2023** and does hereby submit the following bid for completion of said services.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded this Bid.

The undersigned hereby agrees, if awarded on the basis of this bid, to furnish a Performance Bond and Labor and Material Payment Bond in accordance with the bid terms and conditions.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

The cost of the materials/equipment shall include all costs, including but not limited to:

- General administrative overhead, fringe benefits and profit, all documentation required for operation, delivery/transportation, indirect costs, i.e. insurance, etc., indirect labor costs.

Item	Item Description	Qty	Bid Unit	Unit Price	Total
1	Mobilization	1	LS	16000	16000
2	Maintenance of Traffic	1	LS	1300	1300
3	Sediment Barrier	210	LF	5	1050
4	Soil Tracking Prevention Device	1	EA	3300	3300
5	Clearing and Grubbing	0.1	AC	55000	5500
6	Regular Excavation	110	CY	7	770
7	Subsoil Excavation	240	CY	135	32400
8	Embankment	40	CY	80	3200
9	Post Mounted Skimmer, Fiberglass	1	EA	18000	18000
10	Polymeric Sheet Pile, Vinyl	460	SF	34	15640
11	Concrete Ditch Pavement, Non-Reinforced, 4"	190	SY	161	30,590
12	Performance Turf, Sod	350	SY	10	3500
13	As-Built Plans	1	LS	2200	2200
14	Dewatering Activities	1	LS	22000	22000
15	Compaction Testing	1	LS	3300	3300
TOTAL BID AMOUNT					158,750

Company Name: Barracuda Building Corp.

Signature of Authorized Representative: 

EXHIBIT C

FEMA FEDERAL CONTRACT PROVISIONS

The following Federal Emergency Management Agency ("FEMA") Contract Terms are made a part, and are hereby incorporated into, the Contract entered into between the City of Oviedo, Florida and Barracuda Building Corporation on the _____ day of _____, 2023.

1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
Contractor must complete enclosed certification

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:
Compliance with the Contract Work Hours and Safety Standards Act.

- (a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (3)(a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(a) of this section.
- (c) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(b) of this section.
- (d) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance

by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(a) through (d) of this section.

3. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387)

Clean Air Act

- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (a) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (b) The contractor agrees to report each violation to the City of Oviedo and understands and agrees that the City of Oviedo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **Contractor must complete enclosed certification**

- (a) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (c) This certification is a material representation of fact relied upon by the City of Oviedo. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Oviedo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (d) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **Contractor must complete enclosed certification**

6. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

7. Procurement of recovered materials. See 2 CFR 200.323.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

8. Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

9. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

10. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing

processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

11. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

12. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

- (a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

13. Access to Records

- (a) The contractor agrees to provide the City of Oviedo, the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (b) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (d) In compliance with the Disaster Recovery Act of 2018, the City of Oviedo and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Compliance with Federal Law, Regulation and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor agrees to comply with all applicable federal law, regulations, executive orders FEMA policies, procedures, and directives.

15. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

17. Termination By Contractor For Cause

- (a) The contractor may terminate this Agreement only if the City fails to pay the contractor in accordance with this Agreement.
- (b) In the event of the cause described in Subsection (a), the contractor shall send a certified letter requesting that the City show cause why the Agreement should not be terminated. If adequate assurances are not given to the contractor within fifteen (15) days of the receipt by the City of said show cause notice, then the contractor may consider the City to be in default, and may immediately terminate this Agreement.

18. Termination By The City For Convenience And Without Cause

- (a) Notwithstanding any other provision of this Agreement, the City shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the City to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the contractor shall have ten (10) days to correct same or to request, in writing, a hearing.
- (b) Failure of the contractor to remedy said specified items of deficiency or default in the notice by either the City's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the City shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.
- (c) The City shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the contractor. The City reserves the right to terminate any Agreement for cause with a five (5) day written notice to the contractor. Notice shall be served to the Parties as specified in the Agreement.
- (d) In the event that this Agreement is terminated, the City shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- (e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

- (f) In the event that after the City's termination for cause for failure of the contractor to fulfill its obligations under this Agreement it is found that the contractor has not so failed, the termination shall be deemed to have been for convenience and without cause.

19. DHS Seal, Logo, and Flags

- (a) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation

with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date