

CONTINUING CONTRACT FOR  
MISCELLANEOUS CONCRETE FLAT WORK

Solicitation No. 18-B-02

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

**MAYOR AND CITY COUNCIL MEMBERS**

**JIM FARLEY, MAYOR**  
**KEN BROWN, VICE MAYOR**  
**MICHAEL GUDIS**  
**ROBERT HOLMES**  
**PATRICK FITZPATRICK**

**CITY MANAGER**  
**DAVID BURNELL**

**CITY ATTORNEY**  
**JENNIFER C. REY**

**PUBLIC WORKS DIRECTOR**  
**BEAU KEENE, P.E.**

**CITY OF CRYSTAL RIVER**  
**DEPARTMENT OF PUBLIC WORKS**  
**123 NW HIGHWAY 19**  
**CRYSTAL RIVER, FLORIDA 34428**  
**(352) 795-4216**  
**(352) 795-6245 (fax)**



# TABLE OF CONTENTS

## **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK SOLICITATION NO. 18-B-02**

### **PART I – PROCUREMENT REQUIREMENTS:**

<b>INVITATION TO BID</b>	<b>3</b>
<b>INFORMATION FOR BIDDERS</b>	<b>4 - 8</b>
<b>BIDDER’S SUBMITTAL CHECKLIST</b>	<b>9</b>
<b>BID FORM (INCLUDES COST PROPOSAL FORM)</b>	<b>10 - 23</b>

### **PART II – CONTRACTING FORMS:**

<b>AGREEMENT</b>	<b>24 - 30</b>
<b>NOTICE OF AWARD</b>	<b>31</b>
<b>NOTICE TO PROCEED</b>	<b>32</b>
<b>CHANGE ORDER</b>	<b>33</b>

## INVITATION TO BID

### **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK SOLICITATION NO. 18-B-02**

The City of Crystal River will receive sealed bids for a three-year term **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK** at various to-be-determined locations throughout the City. You are hereby invited to submit a bid for the above referenced project. The Owner is the City of Crystal River.

Bids will be received until **11:00 A.M. on June 26, 2018** opened and read aloud at 11:05 A.M. in the Council Chambers at Crystal River City Hall.

**DESCRIPTION OF WORK:** The work generally consists of providing concrete services to the City for projects on an as-needed basis. Work will involve the installation of concrete driveway aprons, sidewalk and curbing, in varying quantities and at various locations throughout the City. The successful bidder will be appointed for a period of one (1) year, with the option of up to two (2) additional one (1) year extensions. Work orders will be issued periodically by the City, and the successful bidder is required to begin work no later than two (2) weeks after issuance of the work order and work continuously to completion. The City typically budgets approximately \$75,000 annually for new or replacement sidewalks.

ALL BIDDERS must be properly qualified for the type of work for which the bid is submitted. One (1) original and one (1) copy of the bid must be enclosed in an opaque envelope marked:

**“CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK  
SOLICITATION NO. 18-B-02”, AND THE NAME OF THE BIDDER AND THEIR ADDRESS**

**BIDS SHOULD BE ADDRESSED TO:      CITY OF CRYSTAL RIVER  
MIA FINK, CITY CLERK  
123 NW HWY 19  
CRYSTAL RIVER, FL 34428**

All contract documents may be examined at City Hall at no charge, downloaded for free on the City website ([www.crystalriverfl.org](http://www.crystalriverfl.org)), or picked up at City Hall for no charge. Bidders who utilize the City website for the Bid documents are advised to check the website regularly for updates and addenda. Bid packages may be picked up at the Public Works Department at City Hall, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday. The contact person is Theresa Krim, 352-795-4216, extension 314.

## INFORMATION FOR BIDDERS

### **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK SOLICITATION NO. 18-B-02**

1. Bids will be received by OWNER: City of Crystal River, Florida **until 11:00 A.M., June 26, 2018** Bids will be opened and read aloud at 11:05 A.M. in the Council Chambers at Crystal River City Hall.
2. One (1) original and one (1) copy of the bid must be enclosed in an opaque envelope addressed to:

**City of Crystal River  
Mia Fink, City Clerk  
123 NW HWY 19  
Crystal River, FL 34428**

Each sealed envelope containing a bid should be plainly marked on the outside as:

**“CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK  
SOLICITATION NO. 18-B-02” OTHERWISE THE BID MAY NOT BE OPENED.**

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to address above.

3. All bids must be made on the enclosed **BID FORM**. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. An original and one (1) copy of the bid form are required. BIDDERS shall also complete all pages that require information from the BIDDER and include in bid. The CITY reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the unit price listed in the bid. The contract amount shall be adjusted accordingly. The OWNER may waive any informalities or minor defects or reject any and all bids. The OWNER intends to award one or more continuing service contracts. Any bid may be withdrawn prior to the above schedule time for the opening of bids or authorized postponement thereof.
4. No BIDDER may withdraw a bid within (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
5. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the sites and a review of the Contract Documents. After bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the WORK to be done.
6. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

7. The BIDDER to whom the CONTRACT is awarded will be required to initially execute the Agreement and Notice of Award. Copies of the fully executed Agreement and Notice of Award will be provided to the BIDDER upon receipt. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.
8. Should the OWNER not execute the Agreement or Notice of Award within sixty (60) calendar days after opening of the bids, the BIDDER may, with written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.
9. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER MAY REQUEST. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that the BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
10. A conditional or qualified bid will not be accepted.
11. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the CONTRACTOR throughout.
12. Each BIDDER is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to the bid submitted.
13. The lowest responsive BIDDER must supply the names and address of major material suppliers and subcontractors when requested to do so by the OWNER as well as a categorical cost breakdown of various portions of the total bid price. The BIDDER must also provide a Certificate of Insurance, CONTRACTOR License, proof of worker compensation insurance and complete a Public Entity Crime form (provided in the **BID FORM**).
14. The CONTRACTOR shall provide a Construction Schedule to the OWNER at the pre-construction meeting.
15. All work will be required to be inspected by the City of Crystal River. The CONTRACTOR is required to contact the OWNER a minimum of 24 hours in advance of all required inspections. If the OWNER is not properly notified, the CONTRACTOR will be required to uncover and expose any uninspected completed work as needed for proper inspection.
16. The party to whom the contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when Notice of Award is delivered to the BIDDER. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.
17. The OWNER within ten (10) days of receipt of the Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of

withdrawal shall be effective upon receipt of the notice by the OWNER.

18. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
19. If any person contemplating the submission of a bid for the proposed work is in doubt as to the true meaning of any part of the specifications or proposed Contract Documents, he/she should submit a written request for any interpretation thereof to: Theresa Krim at the City of Crystal River, located at 123 North West Highway 19, Crystal River, Florida 34428. The person making the request will be responsible for its prompt delivery. Written requests must be received no later than five (5) days prior to the bid opening so as to leave adequate time for issuance of an addendum if needed. Requests for interpretations submitted beyond the cutoff will not be answered. Any interpretation of the specifications or proposed Contract Documents will be made only by written Addenda duly issued and mailed, emailed, faxed or delivered to each person receiving a set of such documents. All Addenda so issued shall become part of the Contract Documents. The OWNER will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith, and no verbal statement either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained herein.
20. Payment made to the CONTRACTOR will be based on the actual quantities installed and measured in place at the bid prices.
21. The OWNER, reserves the right to reject any or all of the unit prices for extra work set forth.
22. The successful BIDDER must supply to the OWNER the names and addresses of subcontractors for approval and pertinent information to establish qualification.
23. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
24. Any conditions which are established for awarding a contract to the low BIDDER must not be excessively restrictive in nature. Responsiveness may be defined by:
  - a. The completeness and regularity of BID FORM.
  - b. A Bid without excisions or special conditions.
25. Responsivity may be based on whether the BIDDER:
  - a. Maintains a permanent place of business.
  - b. Has adequate equipment to do the work properly and within the time limit that is established.
  - c. Has adequate financial status to meet his obligations contingent to the work.
  - d. Has adequate experience and expertise for the proposed work.
26. The OWNER may make such investigations as they deem necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the Owner all such information and data for this purpose as the Owner may request. Each BIDDER shall furnish with the bid, a form of BIDDER's Qualifications attached to the Bid Form. The OWNER

reserves the right to reject any bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

27. The award of the contract is contingent upon securing an acceptable bid which will fall within the amount of funds available for this project.

28. In the event of a conflict between the plans and the specifications, the specifications shall prevail.

29. **Insurance Requirements**

Insurance Type	Required Limits
Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits  <i>CONTRACTOR shall maintain during the life of the contract and provide evidence of insurance coverage as required by Federal statute, including U.S. Longshoremen &amp; Harborworkers' Compensation Act (USL&amp;H)</i>
Employer's Liability	\$500,000.00 each accident, single limit per occurrence
Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent CONTRACTORS; Products & Completed Operations & Contractual Liability.
Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.  \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

CONTRACTOR shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same CONTRACTOR shall provide the OWNER with certificates of insurance meeting the required insurance provisions.

The City of Crystal River must be named as **"ADDITIONAL INSURED"** on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Crystal River.

Thirty (30) Days Cancellation Notice required.

**Sealed Bid Envelope Label:**

The label provided below, with all appropriate information completed, may be used for convenience.



**SEALED BID ENCLOSED**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Company Telephone Number:** \_\_\_\_\_

City of Crystal River  
Attn: Mia Fink, City Clerk  
123 NW Hwy. 19  
Crystal River, FL 34428

**CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK  
SOLICITATION NO. 18-B-02**

**Solicitation Due Date & Time (E.S.T.): June 26, 2018 by 11:00 A.M.**

**--- END OF INFORMATION FOR BIDDERS ---**



**BIDDER'S SUBMITTAL CHECKLIST:  
(Attach to Bid Form)**

**CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK  
SOLICITATION NO. 18-B-02**

**BIDDER'S NAME:** \_\_\_\_\_

***SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY:***

<u>Initials</u>	<u>Description</u>
_____	Completed <b>BID FORM</b> --- signed and notarized
_____	Copy of all applicable licenses
_____	Insurance certificate
_____	Qualifications / Similar Experience / References
_____	Submittal checklist (this form), initialed

**--- END OF BIDDER'S SUBMITTAL CHECKLIST ---**

## BID FORM

### CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK SOLICITATION NO. 18-B-02

To: City of Crystal River  
Address: 123 NW HWY. 19; Crystal River, FL 34428  
City of Crystal River Solicitation No.: 18-B-02  
BIDDER's person to contact for additional information on this bid:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_

#### **BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the BIDDER, declares that the only persons or parties interested in this bid are those named herein, that this bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the OWNER, and that the bid is made without any connection or collusion with any person submitting another bid on this Contract.

The BIDDER further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this bid.

#### **CONTRACT EXECUTION AND BONDS**

The BIDDER agrees that if this bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the OWNER examples of the Performance Bond and Payment Bond if required herein, and evidence of holding required licenses and certificates, and will, to the extent of his bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

#### **CERTIFICATES OF INSURANCE**

BIDDER agrees to furnish the OWNER, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

**START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES**

The BIDDER agrees to begin work within 10 calendar days after the date of the Notice to Proceed and continue working in good faith on each individual project awarded under the continuing contract until satisfactory completion as determined by OWNER.

**ADDENDA**

**The last day for questions is June 20, 2018**

**The BIDDER hereby acknowledges that he has received Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,** (BIDDER shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the BIDDER further agrees that his bid includes all impacts resulting from said addenda.

**SALES AND USE TAXES**

The BIDDER agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work.

**COMBINED UNIT PRICE AND LUMP SUM WORK**

The BIDDER further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The BIDDER agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

**PUBLIC ENTITY CRIMES**

The undersigned BIDDER hereby provides the following sworn statement **and information required under 4.d of this section:**

1. This sworn statement is submitted to the CITY OF CRYSTAL RIVER.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length

AGREEMENT, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. **Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)**

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted CONTRACTOR list. **(attach a copy of the final order)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

### **DRUG-FREE WORKPLACE**

The undersigned BIDDER, in accordance with Florida Statute 287.087, hereby certifies that BIDDER does the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

### **E-VERIFY REQUIREMENTS COMPLIANCE**

The undersigned BIDDER acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that CONTRACTORS and subcontractors utilize the E-Verify System to verify employee eligibility. CONTRACTOR hereby affirms and agrees that CONTRACTOR is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. CONTRACTOR shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The CONTRACTOR shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the CITY upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the CITY may immediately terminate the Contract without penalty. In the event of such breach or termination, the CONTRACTOR shall be liable to the CITY for any costs incurred by the CITY as a result of the breach.

### **NON-COLLUSION CERTIFICATION**

The undersigned BIDDER certifies that neither the BIDDER nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the CITY of Crystal River, Florida, or any person interested in the proposed Agreement.

## **PUBLIC RECORDS ACT**

The undersigned BIDDER agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. CONTRACTOR shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. CONTRACTOR shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. CONTRACTOR shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the CONTRACTOR upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the CITY.

The parties agree that if the CONTRACTOR fails to comply with a public records request, then the CITY must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the CONTRACTOR shall comply fully with the requirements of Florida Statutes 119.0701.

## **PERMITS:**

The undersigned BIDDER understands and will comply with conditions of any permits related to this continuing contract.

**LIST OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS**

In the space below, the BIDDER shall list all proposed Subcontractors and their addresses for approval by the OWNER.

The BIDDER shall also describe that portion of the work proposed to be sublet to each Subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein..

Attach additional sheets as required.

**SUBCONTRACTORS:**

<b><u>Name</u></b>	<b><u>Address</u></b>	<b><u>DESCRIPTION OF WORK TO BE PERFORMED</u></b>
--------------------	-----------------------	---

**EQUIPMENT:**

<b><u>Equipment</u></b>	<b><u>Manufacturer</u></b>	<b><u>Leased or Owned</u></b>
-------------------------	----------------------------	-------------------------------



**CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK**  
**City of Crystal River Bid No. 18-B-02**  
**PRICE PROPOSAL**

GROUP 1	QUANTITY 0 - 10	UNIT	UNIT PRICE
1.1	DEMOLISH AND DISPOSE OF CONCRETE SIDEWALK/DRIVE	SY	
1.2	DEMOLISH AND DISPOSE OF CONCRETE CURB	LF	
1.3	SIDEWALK (4" THICK, FIBER or WIRE MESH REINFORCED)	SY	
1.4	SIDEWALK (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	
1.5	DRIVEWAY APRON (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	
1.6	2' VALLEY GUTTER	LF	
1.7	FDOT TYPE 'D' CURB	LF	
1.8	FDOT TYPE 'F' CURB AND GUTTER	LF	
1.9	RIBBON CURB (6" THICK, 18" WIDE, TWO #4 BARS CONTINUOUS)	LF	
<b>TOTAL GROUP 1 =</b>			
GROUP 2	QUANTITY 11 - 100	UNIT	UNIT PRICE
2.1	DEMOLISH AND DISPOSE OF CONCRETE SIDEWALK/DRIVE	SY	
2.2	DEMOLISH AND DISPOSE OF CONCRETE CURB	LF	
2.3	SIDEWALK (4" THICK, FIBER or WIRE MESH REINFORCED)	SY	
2.4	SIDEWALK (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	
2.5	DRIVEWAY APRON (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	
2.6	2' VALLEY GUTTER	LF	
2.7	FDOT TYPE 'D' CURB	LF	
2.8	FDOT TYPE 'F' CURB AND GUTTER	LF	
2.9	RIBBON CURB (6" THICK, 18" WIDE, TWO #4 BARS CONTINUOUS)	LF	
<b>TOTAL GROUP 2 =</b>			
GROUP 3	QUANTITY OVER 100	UNIT	UNIT PRICE
3.1	DEMOLISH AND DISPOSE OF CONCRETE SIDEWALK/DRIVE	SY	
3.2	DEMOLISH AND DISPOSE OF CONCRETE CURB	LF	
3.3	SIDEWALK (4" THICK, FIBER or WIRE MESH REINFORCED)	SY	
3.4	SIDEWALK (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	
3.5	DRIVEWAY APRON (6" THICK, FIBER or WIRE MESH REINFORCED)	SY	
3.6	2' VALLEY GUTTER	LF	
3.7	FDOT TYPE 'D' CURB	LF	
3.8	FDOT TYPE 'F' CURB AND GUTTER	LF	
3.9	RIBBON CURB (6" THICK, 18" WIDE, TWO #4 BARS CONTINUOUS)	LF	
<b>TOTAL GROUP 3 =</b>			

**\*\*\* SEE BID NOTES ON NEXT PAGE \*\*\***

## **BID NOTES:**

**Materials and workmanship shall conform to Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, July 2018 and FDOT Design Standards, FY 2017-18**

**All concrete to be 3,000 PSI @ 28 days**

**Unit prices are installed, complete (including excavation, forming, and finishing)**

**Include Mobilization Costs and a one-year warranty period in the unit prices.**

**In the event the City requests work on a small project which results in the Contractor incurring a "short charge" for ordering less than a full load of concrete, the City will reimburse the Contractor for the charge if receipts are provided. No overhead or profit is allowed for this reimbursement.**

**Maintenance of Traffic will be performed by DPW crews**

**BIDDER**

The name of the BIDDER submitting this bid is \_\_\_\_\_

\_\_\_\_\_ doing business at

\_\_\_\_\_  
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this bid, or of the partnership, or of all persons interested in this bid as principals are as follows:

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

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
(signature)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

2018, by \_\_\_\_\_, who is personally known to me or

produced \_\_\_\_\_ as identification.

State of \_\_\_\_\_

County of \_\_\_\_\_

**Notary Public Seal:**

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers **this \_\_\_\_ day** of 2018.

**(SEAL)**

\_\_\_\_\_

Name of Corporation

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

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

Attest: \_\_\_\_\_

\_\_\_\_\_  
(signature)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 2018, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

State of \_\_\_\_\_

County of \_\_\_\_\_

**Notary Public Seal:**

**--- END OF BID FORM ---**

# AGREEMENT

**THIS AGREEMENT (the "AGREEMENT")**, is made this \_\_\_\_\_ day of 2018, by and between the **City of Crystal River** HEREINAFTER CALLED "CITY" or "OWNER" AND

---

doing business as a Corporation, Limited Liability Company, Sole Proprietorship hereinafter called "CONTRACTOR", **for the CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK ~ SOLICITATION NO. 18-B-02**

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

1. CONTRACTOR shall perform all work and furnish all necessary labor, equipment, material, delivery and transportation for **CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK SOLICITATION NO. 18-B-02**
2. The CONTRACTOR will commence the work required by CITY within twenty-one (21) days of receiving a Notice to Proceed on an individual project, and work continuously in good faith to complete the project as expeditiously as possible.
3. The CONTRACTOR shall perform all work tasks in accordance with regulatory permits and exemptions obtained specific to a project.
4. The OWNER reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the bid unit prices. OWNER shall be responsible for any price increases associated with such changes, and shall be entitled to any credits associated with same. No additional costs or expenses can be incurred without a signed change order.
5. The term of this Agreement shall begin on the date of execution and continue until July, 2021 or as otherwise terminated as set forth herein.
6. The OWNER shall pay the CONTRACTOR in a manner and at such times as set forth herein, in such amounts as required by the CONTRACT DOCUMENTS. Prior to the release of any payment, CONTRACTOR shall submit a pay application certifying the percentage of work completed. OWNER's approval and signature on pay applications shall be required prior to payment. Upon approval, payment to the CONTRACTOR shall be made within 30 days of each pay application. A 10% retainage shall apply to all pay applications; the final pay application will strictly be a request to release the retainage.

7. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a. BID FORM (complete with sworn statements and attachments)
  - b. Notice to Proceed form
  - c. Change Order form
  - d. This Agreement and all Exhibits to same

8. The OWNER reserves the right to immediately cancel or annul, either in whole or in part, any portion of this Agreement due to any failure or default (as defined herein) on the part of the CONTRACTOR to carry out any obligation, term, or condition, under this Agreement. In the event of any such failure or default, the CITY will issue a written Notice of Default, and if CONTRACTOR does not rectify such failure or default within ten (10) days of receipt of said notice, then the OWNER shall serve the CONTRACTOR with a written Notice of Termination, which shall be effective immediately. Default shall be considered to be any act or failure to act on the part of the CONTRACTOR including, but not limited to, any of the following:

The CONTRACTOR provides material that does not meet the specifications of the Agreement;

The CONTRACTOR fails to adequately perform the services set forth in the specifications of the Agreement;

The CONTRACTOR fails to complete the work required or furnish the materials required within the time stipulated in the Agreement.

9. Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, chemical spills, war, riot, lockouts, and other industrial disturbances, sabotage, fire loss of or failure to obtain permits by OWNER; acts of God; acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. In the event that Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue.
10. During the performance of the Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on- the-job training.

11. CONTRACTOR, on its behalf and its affiliates, agrees and affirms that it has not been placed on the convicted CONTRACTOR list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted CONTRACTOR list.
12. All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

City of Crystal River  
123 NW HWY 19  
Crystal River, FL 34428

Contact Person: Beau Keene, Public Works Director  
Email: [bkeene@crystalriverfl.org](mailto:bkeene@crystalriverfl.org)  
PH: 352-795-4216 FAX: 352-795-6351

With a copy to: [tkrim@crystalriverfl.org](mailto:tkrim@crystalriverfl.org)

13. This Agreement is binding upon all parties hereto, as well as their respective heirs, executors, administrators, successors, and assigns.
14. The Contract Documents that comprise the entire Agreement between the CITY and CONTRACTOR are made a part hereof, and are incorporated herein by reference. There are no contract documents other than those listed in Paragraph 7 above. If there are any conflicts between the terms of this Agreement and the contract documents, the terms of this Agreement shall control over the terms of the contract documents and shall take precedence over same.
15. **INDEPENDENT CONTRACTOR:** CONTRACTOR'S relationship to the CITY in the performance of this Agreement is that of an independent CONTRACTOR. CONTRACTOR'S full time employees shall at all times be under CONTRACTOR'S exclusive direction and control and will be employees or agents of CONTRACTOR. CONTRACTOR shall pay, and be solely responsible for all wages, salaries, and other amounts due its personnel in connection with this Agreement and shall be responsible for all reports and obligations

respecting them including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation and similar matters. The parties acknowledge that the primary purpose of this Agreement is for CONTRACTOR to provide and CITY to obtain the services of CONTRACTOR and that all other provisions of this Agreement are ancillary to that primary purpose.

16. **OBLIGATION TO INDEMNIFY:** CONTRACTOR shall, upon demand, indemnify, defend and hold harmless the CITY, its affiliates and their officers, directors, employees and agents, its affiliates and their officers, directors, employees and agents (collectively, the "Indemnified Parties") from and against, any and all damages, fines, penalties, deficiencies, losses and expenses (including without limitation interest, court costs, reasonable fees of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment including, without limitation, those related to seeking indemnification under this Section) (collectively, "Losses") suffered, incurred or sustained by any of the Indemnified Parties or to which any of the Indemnified Parties become subject, resulting from, arising out of or relating to:
  - a. CONTRACTOR'S breach of any covenant, agreement, representation or warranty contained in this Agreement; any claim by any third party that any intellectual property provided by CONTRACTOR in performing any services is libelous, infringes any copyright, including common law copyright, or interest in literary property, or patent, trademark or service mark, or violates any right of privacy or right of publicity, or constitutes unfair competition or misappropriation, or is otherwise unlawful or in violation of any third party rights; and any act or omission of CONTRACTOR in any way related to this Agreement; and claim for property damage or personal injury, including death, arising out of or relating to CONTRACTOR's performance under this Agreement.
  - b. CONTRACTOR'S obligations under this section do not apply to those damages, fines, penalties, deficiencies, losses and expenses resulting from, arising out of, or related to the CITY's negligence or wrongful acts or omission.
17. **SOVEREIGN IMMUNITY:** CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the doctrine of sovereign immunity or operation of law.



18. **INSURANCE POLICIES:** CONTRACTOR shall maintain for claims arising under the Agreement (i) worker's compensation and employer's liability insurance affording protection under the workers' compensation law of the states(s) in which services are to be performed, or containing an all-states endorsement, in the amounts required under applicable law, and (ii) comprehensive general liability insurance written on an occurrence basis, for bodily injury in the amounts of not less than \$2,000,000 per person and \$2,000,000 annual aggregate, ("General Liability Insurance"), and (iii) auto liability on all owned, non-owned and hired vehicles for third party bodily injury (including death) in an amount of not less than \$2,000,000 per occurrence (collectively, the "Insurance"). Such policies of insurance shall be procured from insurance companies rated A-VIII or better by the then current edition of Best's Insurance reports published by A.M. Best Co. The General Liability Insurance must include (i) products and completed operations liability coverage; and (ii) contractual liability coverage for the liabilities assumed by CONTRACTOR under this Agreement. CONTRACTOR shall self-insure for all property damage claims related to property in the care, custody and control of CONTRACTOR.

a. Endorsements. The Insurance shall (i) name the CITY as an additional insured for claims arising under this Agreement, including without limitation, as an insured with respect to third party claims or actions brought directly against the CITY or against the CITY and CONTRACTOR as co-defendants and arising out of this agreement; (ii) contain a provision that the CITY, although named as an insured, shall nonetheless be entitled to recovery for any loss suffered by the CITY as a result of CONTRACTOR's negligence: and CONTRACTOR shall provide the CITY with insurance certificates evidencing the required coverage concurrently with the execution of this Agreement and upon each renewal of such policies thereafter, including a provision requiring the insurer to provide the CITY with not less than thirty (30) days prior written notice of any material change, cancellation or non-renewal coverage.

b. Commencement. CONTRACTOR shall not commence performing services and/or providing materials unless and until it has purchased all insurance required by this Section, such insurance is in force, and the CITY has notified CONTRACTOR that the CITY has received evidence of the purchase of such insurance in form and substance acceptable to the CITY.

19. **E-VERIFY REQUIREMENTS.**

***Federal E-Verify Requirements.*** CONTRACTOR shall comply with the requirements of Executive Order 13465, and its implementing rule 48 FAR §22.1800, as may be amended. CONTRACTOR shall enroll as a federal CONTRACTOR in the U.S. Department of Homeland Security's E-Verify System (E-Verify System) and shall use the E-Verify System to verify the employment eligibility of: (a) all new hires

working in the United States, except that the CONTRACTOR may choose to verify only new hires assigned to the contract if the CONTRACTOR is:

- (i) an institution of higher education (as defined at 20 U.S.C. 1001(a));
- (ii) a State or local government or the government of a Federally recognized Indian tribe; or
- (iii) A surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond; and (b) use E-Verify to verify employment eligibility of all employees assigned to the Agreement.

- b. *Florida E-Verify Requirements.* CONTRACTOR shall comply with the requirements of State of Florida Executive Order 11-12 and shall use the E-Verify System to verify the employment eligibility of: (a) all persons employed during the contract term by the CONTRACTOR to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the CONTRACTOR to perform work pursuant to the contract with CITY.

20. **PUBLIC RECORDS REQUIREMENTS:** CONTRACTOR acknowledges that it is required to comply with Florida Statute §1 19.0701(b) Specifically, CONTRACTOR is required to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the CONTRACTOR transfers all public records to the public agency upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the

information technology systems of the public agency.

21. **GOVERNING LAW:** All questions, issues or disputes arising out of or under this contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by the parties to be in Citrus County, Florida, and Federal jurisdiction is hereby agreed by the parties to be in the Middle OWNER of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Agreement, costs of said suit including contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this contract.

22. **IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

**City of Crystal River (OWNER)**

By: \_\_\_\_\_  
Name: Jim Farley, Mayor

Attest:

By: \_\_\_\_\_  
Name: Mia Fink,  
City Clerk

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

**CONTRACTOR**

Approved as to Form:

\_\_\_\_\_  
George G. Angeliadis,  
City Attorney

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

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

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

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

**--- END OF AGREEMENT ---**

NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK ~ SOLICITATION. 18-B-02**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_ and Information for Bidders.

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

You are required by the INFORMATION FOR BIDDER'S to furnish the required CONTRACTOR'S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**City of Crystal River**  
**OWNER**

By: \_\_\_\_\_  
Name: Jim Farley, Mayor

Attest: \_\_\_\_\_  
Mia Fink, City Clerk

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by:

\_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_ 2018

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

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

**--- END OF NOTICE OF AWARD ---**

NOTICE TO PROCEED

TO: \_\_\_\_\_

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

**PROJECT: CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK ~ SOLICITATION. 18-B-02**

\_\_\_\_\_

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED: \_\_\_\_\_, \_\_\_\_\_, ON OR BEFORE \_\_\_\_\_ 2018, AND YOU ARE TO START WORK WITHIN TWENTY-ONE (21) DAYS, AND WORKING CONTINUOUSLY IN GOOD FAITH TO COMPLETE THE INDIVIDUAL PROJECT AS EXPEDITIOUSLY AS POSSIBLE.

**City of Crystal River, OWNER**

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

**--- END OF NOTICE TO PROCEED ---**

# CHANGE ORDER

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

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

**PROJECT: CONTINUING CONTRACT FOR MISCELLANEOUS CONCRETE FLAT WORK ~ SOLICITATION. 18-B-02**

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

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

**Reason for Change Order:** \_\_\_\_\_

**Attachment:** \_\_\_\_\_

<b>CHANGE IN CONTRACT PRICE:</b> Original Contract Price: \$	<b>CHANGE IN CONTRACT TIMES:</b> Original Contract Time:
Net Changes from previous Change Orders No. ___ to No. ___ \$	Net Changes from previous Change Orders No. ___ to No. ___ Days
Contract Price prior to this Change Order \$	Contract Times prior to this Change Order Days
Net (Increase/Decrease) of this Change Order \$	Net (Increase/Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$	Contract Times with all approved Change Orders Days

Approved (OWNER)

Accepted (CONTRACTOR)

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

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

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

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

Attest: \_\_\_\_\_

**--- END OF CHANGE ORDER ---**