



228 NE 3RD ST. CRYSTAL RIVER, FLORIDA

CRYSTAL RIVER,

CITRUS COUNTY,

FLORIDA

INVITATION TO BID

HAZARD MITIGATION GRANT PROGRAM MITIGATION RECONSTRUCTION SINGLE FAMILY RESIDENCE 228 NE 3RD STREET Crystal River, FL 34429

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

**HAZARD MITIGATION GRANT PROGRAM
MITIGATION RECONSTRUCTION
SINGLE FAMILY RESIDENCE
228 NE 3RD STREET
Crystal River, FL 34429**

**BID NO 18-B-03
CITY OF CRYSTAL RIVER**

**MAYOR AND CITY COUNCIL MEMBERS
JIM FARLEY, MAYOR
ROBERT HOLMES
MICHAEL GUDIS
KEN BROWN
PAT FITZPATRICK**

**DAVE BURNELL, CITY MANAGER
JACK DUMAS, ASSISTANT CITY MANAGER**

JENNIFER REY, ESQ., CITY ATTORNEY

**MARK JONES, BUILDING OFFICIAL
PDCS, INC.**

**JACKIE GORMAN, DIRECTOR
PLANNING & COMMUNITY DEVELOPMENT**

**123 NORTHWEST HIGHWAY 19
CRYSTAL RIVER, FLORIDA 34428
(352) 795-4216 EXT. 308
(352) 795-6245 (fax)**

City of Crystal River

INVITATION TO BID

**HAZARD MITIGATION GRANT PROGRAM
MITIGATION RECONSTRUCTION
SINGLE FAMILY RESIDENCE
KOOS PROPERTY - 228 NE 3RD STREET, Crystal River, FL 34429**

The City of Crystal River will receive sealed bids for Hazard Mitigation Grant Program – Mitigation Reconstruction – single family residence to be located at 228 NE 3rd Street, Crystal River, FL 34429.

You are hereby invited to submit a bid for the above referenced project. Bids will be received until **11:00 AM, on Wednesday, October 24, 2018**, opened and read aloud at 11:05 AM in the Council Chambers at Crystal River City Hall. There will be a mandatory pre-bid meeting at City Hall on **Friday, October 5, 2018, at 10:00 AM**, with an optional site visit to follow.

DESCRIPTION OF WORK:

The purpose of this Scope of Work (SOW) is to demolish the significantly damaged house and garage structures and reconstruct a single structure elevated home at 228 NE 3rd Street, Crystal River, Florida 34429; funded through the Hazard Mitigation Grant Program (HMGP) DR-4280-07-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The work consists of, 1) constructing a single family residence to include obtaining building and zoning permits; demolition of existing house and garage, site preparation, foundation construction, structural shell construction, interior finishes and completion all the way through to Certification of Occupancy and obtaining all building certifications; 2) providing a site survey, 3) providing site plan design (to include engineered stormwater drawings; and 4) construction of the site to meet City of Crystal River Land Development Code. Consideration is to be made for identifying any asbestos, mold, and lead-based paint issues prior to demolition of the existing structure.

All documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org) or picked up at City Hall, 123 Northwest Highway 19, Crystal River FL 34428. Bidders who utilize the City website for the bid documents are advised to check the website regularly for updates and addendums. Bid packages may be picked up at the Office Planning & Community Development for a charge of \$50.00, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday.

The selected Contractor shall include a current and valid occupational license/business tax receipt issued for the type of services being performed. ALL BIDDERS must be properly qualified for the type of work for which the BID is submitted. BIDS must be enclosed in an opaque envelope and marked:

**HAZARD MITIGATION GRANT PROGRAM
MITIGATION RECONSTRUCTION
SINGLE FAMILY RESIDENCE- 228 NE 3RD STREET
BID #18-B-03**

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

RFP Schedule:

| | |
|----------------------------------|------------------------------|
| Request for Bid publicly issued | September 19, 2018 |
| Pre-Bid Meeting (mandatory) | October 5, 2018 10:00 AM |
| Questions and Clarifications due | October 12, 2018 by 5:00 PM |
| Proposal package due | October 24, 2018 by 11:00 AM |
| Execute contract | November 2, 2018 |

Contact information:

***Jackie Gorman, Director of Planning & Community Development
123 NW Highway 19, Crystal River, FL 34428
(352) 795-4216 ext. 308
Email: Jgorman@crystalriverfl.org***

Questions and Clarifications:

Proposers are encouraged to attend the pre-bid meeting at City Hall, 123 Northwest Highway 19, Crystal River, FL 34428 on October 5, 2018 10:00 AM.

All questions and clarifications must be submitted in writing to Jgorman@crystalriverfl.org by October 12, 2018 5:00 PM.

No BIDS may be withdrawn for a period of SIXTY (60) days after closing time scheduled for receipt of BIDS.

Work shall be completed within Two Hundred Fifty (250) Days from receipt of the notice to proceed by the owner.

The CITY reserves the right to reject any and all BIDS for any reason whatsoever and waive all informalities. THE CITY ALSO RESERVES THE RIGHT TO SELECT THE BID RESPONSE THAT IN ITS SOLE DETERMINATION BEST MEETS ITS BUSINESS NEEDS.

Proposals: (please provide numbered tabs in the original only)

1. Cover Letter and Certification – Proposals must include the Cover Letter and required Certifications.

2. Experience – Include a description of the Proposer’s experience in single family home construction and/or development, work in partnership with third parties and non-profits, and working with federal funded projects, if any. Please include the firm’s brochure or other promotional materials in this section.

3. Firm Capacity and Schedule –

a. Provide a Schedule of Values (see below) to construct home from permit application to certificate of occupancy. Include site survey, design and engineering.

b. Also in this section, identify staff members involved in all functions of construction of the home include purchasing, accounting/billing and onsite supervision. Include trades that the Contractor will self-perform.

c. Financial statement, letter of credits, supplier credit limits and other evidence of financial capacity to participate in the Project.

d. Contractor’s licenses

e. Proof of Insurance (Workman’s Comp and Liability)

f. Bid Bond (10%). The Bid Bond is required as a guarantee that all provisions of the specifications shall be met. The bid bond shall provide that if the bid is: (a) rejected by the City; or (b) accepted and the bidder executes the contract and furnishes an appropriate bond, then the bid bond is void. Otherwise it remains in full force and effect. The security may be in the form of a certified check, a cashier’s check, treasurer’s check or bank draft of any national or state bank. If the City permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security. If a bidder indicates that it has made a mistake that is of such magnitude that it will not be willing to perform a contract based on its bid, then the City shall not be obligated to formally accept the bid of that firm as a prerequisite to making a claim against the bid bond.

4. References –

a. Provide at least three (3) references from clients (home buyers or developers), and,

b. Provide at least three (3) other references such as design professionals, non-profits or governmental clients or financial institutions.

5. Provide a list of all the homes (detached and/or attached) constructed from 01-01-2015 to due date of submittal including addresses, model name, square footages (under air and gross), completion dates and total construction cost including profit and overhead, not including permits. Additionally, provide photos of the completed homes, interior and exterior, if desired.
6. The Sub-recipient assures that it will comply with attached Statement of Assurances (where applicable to Contractor).



EXHIBIT A - COVER LETTER

City of Crystal River

Company Name

Contractor agrees to 1) construct a single family residence to include obtaining building and zoning permits; demolish existing structure, perform site preparation, foundation construction, structural shell construction, interior finishes and completion all the way through to Certification of Occupancy and obtain all building certifications; 2) provide a site survey, 3) provide site plan design (to include engineered stormwater drawings; and 4) construct the site to meet the City of Crystal River Land Development Code for the amount stated in the RFP.

The undersigned Contractor hereby declares that:

1. This proposal is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Contractor has carefully and to his full satisfaction examined the attached Scope of Work, any Special Terms, General Conditions, Federal Requirements, technical specifications, and form of bonds, if applicable, and Contractor has read all addenda issued.
3. Contractor has made a full examination of the sites and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract, the Contractor shall:
 - a. Commence obtaining a Payment and Performance Bonds, and Certificate(s) of Insurance.
 - b. Schedule showing estimated time to obtain a building permit and a firm schedule to complete construction and obtain a certificate of occupancy of the home(s).
 - c. Complete the Contractor's Schedule of Subcontractors.
 - d. Prepare Building Permit Application.
 - e. Registration with the City Building Department.
5. Contractor acknowledges that the Contract time begins on the date of the Notice to Proceed.
6. Contractor furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another Contractor.
7. Liquidated damages for delay are established in the RFP and Contractor acknowledges the amount set at \$100 per calendar day.

8. Litigation and/or Terminations: Proposers must provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFQ and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such (indicate none or attach a summary). _____
9. Proposers shall also state if the proposer has had contracts for the services sought in this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence (indicate none or attach a summary)._____
10. Contractor and all affiliates, suppliers, subcontractor or consultants who will perform the work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Proposal.
11. Contractor acknowledges that ADDENDA NO(S) _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Contractor.
12. By signing and submitting this Proposal, Contractor represents that all Proposal Forms are fully complete and accurate.
13. Contractor acknowledges that the Proposal may be rejected if all Proposal Forms are not fully complete or information is not provided, not accurate or if forms are not signed by properly authorized signatures where required.

Contractor Company Name: _____

Business Address: _____

State of Incorporation _____ Telephone _____ Fax _____

Signature of Official authorized to bind Contractor

Print Name

Title

Date

Failure to fully complete and sign this Proposal Form may result in rejection of the Proposal

EXHIBIT B
BUILDING PLANS

EXHIBIT C - Schedule of Values

In tabulations below, amounts are stated to the nearest dollar.

| ITEM NUMBER | DESCRIPTION OF WORK | SCHEDULED VALUE |
|--------------------|--|------------------------|
| | <u>Materials:</u> | |
| 1 | Foundation Preparation & Construction | |
| 2 | Column & Header Construction Mat. | |
| 3 | Frame, Electrical, Plumbing, HVAC | |
| 4 | Metal Roof | |
| 5 | Interior All Trades Trim out Material | |
| 6 | Appliance and Equipment Installs | |
| | <u>Labor:</u> | |
| 7 | Foundation Preparation & Construction | |
| 8 | Column & Header Construction Mat. | |
| 9 | Frame, Electrical, Plumbing, HVAC | |
| 10 | Metal Roof | |
| 11 | Interior All Trades Trim out Material | |
| 12 | Appliance and Equipment Installs (INCLUDE HOMEOWNER INFORMATION PROVIDED IN PLANS) | |
| | <u>Fees:</u> | |
| 13 | Demo of Structure (Permits, Fill, Grade) | |
| 14 | Survey and Elevation Certificate | |
| 15 | Soil Compatibility Report (Soil Density) | |
| 16 | Engineered Site Plan | |
| 17 | Permitting | |

PROJECT SPECIFICATIONS

General Conditions, Instructions and Information for Proposers

1. GENERAL INFORMATION

Proposers are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the City of Crystal River (City) and the successful proposer. Changes to this invitation for proposal may be made only by written amendment issued by the City. Proposers are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the City's contact person in writing in sufficient time to permit a written response and, if required, will be provided to all prospective Proposers, prior to proposal opening. Oral explanations or instructions given by the City are not binding and should not be interpreted as altering any provision of this document. Proposer certifies that this proposal is made without reliance on any oral representations made by the City.

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility. The successful proposer shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Proposer certifies that all products (materials, equipment, processes, or other items supplied in response to this proposal) contained in its proposal meets all ANSI, NFPA and all other Federal and State requirements. Proposer further certifies that, if it is the successful proposer, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the proposer. In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this proposal shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful proposer and the City for any terms and conditions not specifically stated in the RFP.

- b. **DISCRIMINATION PROHIBITED.** The City is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful proposer is prohibited from discriminating against any employee, applicant, or client because of race, color, religion,

disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.

- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful proposer is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful proposer's sole direction, supervision, and control. The successful proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful proposer's relationship, and the relationship of its employees, to the City shall be that of an Independent Contractor and not as employees or agents of the City.
- d. **PUBLIC ENTITY CRIMES:** As provided in F.S. 287.133 the proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform any work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management services within the 36 months immediately preceding the date hereof. This notice is required by F. S. 287.133(3) (a).

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor proposal list(s), and/or debarment or suspension from doing business the City.

- e. **CONFLICT OF INTEREST:** All Proposers shall disclose with their proposal the name of any officer, director, or agent who is also an employee or a relative of an employee of the City. Further, all Proposers shall disclose the name of any Agency employee /board member or relative of the City employee/board member who owns, directly or indirectly, an interest of ten percent or more in the proposer's firm or any of its branches.
- f. **SUCCESSORS AND ASSIGNS:** The City and the successful proposer each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the City nor the successful proposer shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- g. **INDEMNIFICATION:** Contractor shall indemnify and hold harmless the City, its agents, employees and elected officers and officers, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, agents or employees of either, while engaged in or

about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of Owner, Owner's agents, servants, or other contractors of Owner; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of Contractor's indemnification shall be limited to one and one-half times the contract price or \$1 million per occurrence, whichever is greater. This paragraph shall not be construed to require Contractor to indemnify Owner for Owner's own negligence, or intentional acts of the Owner, its agents or employees. Nothing in this paragraph shall be construed as a contractual waiver by Owner of the limits of sovereign immunity under Sec 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of the Contract. (725.06 F.S. and 768.28 F.S.)

- h. **PUBLIC RECORDS:** Any material submitted in response to this RFP is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.
- i. **INCORPORATION, PRECEDENCE, and JURISDICTION:** This RFP and its supporting documents shall be included and incorporated in the final award. The order of contractual precedence shall be the proposal document (original terms and conditions), proposal response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Citrus County and the contractual obligations shall be interpreted according to the laws of Florida.
- j. **LEGAL EXPENSES:** The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All responses must be submitted on the provided Response Forms. Responses must be typed, written or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. ***FAILURE TO SIGN THE PROPOSAL RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE PROPOSAL.*** Proposal responses are to be submitted to the City no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope bearing the proposal title for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Proposer should include with its proposal a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the proposer shown on the proposal response page. A State of Florida General Contractor's License is required. It shall also be the responsibility of the successful proposer to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) and all permits required to complete this contractual service at no additional cost to the City. A Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It is the responsibility of the successful proposer to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with proposal response in order to be considered for a preference whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City.
- d. **CONDITIONED OFFERS:** Proposers are cautioned that any condition, qualification, provision, or comment in their proposal, or in other correspondence transmitted with their proposal, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their proposal as non-responsive.
- e. **PRICING:** (1) The price offered must be in accordance with the unit of measure provided on the proposal response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your proposal. (2) In the event of mathematical error(s), the unit price shall prevail and the proposer's total offer shall be corrected accordingly. *PROPOSALS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE PROPOSER PRIOR TO PROPOSAL OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE PROPOSAL SHALL BE REJECTED.*
- f. **ACCEPTANCE/REJECTION OF PROPOSALS:** The City reserves the right to accept or to reject any or all Proposals. The City also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject proposals of any proposer who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of Proposers in order to make a determination as to its ability to perform.

The City reserves the right to reject any offer or proposal if the prices for any line items or sub line items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the City, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some proposal line item and significantly greater than fair market price for other proposal line items. Fair market price shall be determined based on industry standards, comparable proposals or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or proposal is materially unbalanced shall be made in writing by the City's Building Official, citing the basis for the determination.

- g. **PERFORMANCE DURING EMERGENCY:** By submitting a proposal, proposer agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the City shall be given "first priority" for all goods and services under this contract. Proposer agrees to provide all goods and services to the City during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Proposer shall furnish a 24-hour phone number to the City in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the proposer subject to sanctions from doing further business with the City.
- h. **PROTEST PROCEDURE:** Protests must be submitted in writing, addressed to the City of Crystal River, Department of Planning & Community Development, via hand delivery, mail or fax to 352-795-6245. Protest must identify the solicitation, specify the basis for the protest, and be received by the City within three (3) business days of the posting date of the recommended award. The protest is considered filed when it is received by the City. Failure to file protest shall constitute a waiver of proceedings under the referenced Policy.

4. **CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this proposal are to be made during the normal working hours of the City. Time is of the essence and delivery dates must be met. Should the successful proposer fail to deliver on or before the stated dates, the City reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful proposer shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they appear to fully comply with specifications. The City may return, at the expense of the

successful proposer and for full credit, any item(s) received which fail to meet the City's specifications or performance standards.

- b. **PAYMENT:** Payment shall be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the purchase order number.
- c. **CHANGES:** The City, by written notification to the successful proposer may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful proposer shall not amend any provision of the contract without written notification to the City.

All change orders that would (i) change, in any material respect, the (a) square footage, (b) layout, (c) structure, (d) façade, (e) usage, (f) quality, quantity and nature of the construction or construction materials or (g) equipment, electrical or mechanical systems of the work based on the permitted plans, drawings and specifications; or (ii) result from conditions of the site or other construction obstacle; or (iii) increase the costs of the work, or (iv) change the construction schedule for the work, shall be subject to the prior written approval of the City. No change order shall be effective unless in writing and approved by the City or its agent. Nothing in a Change Order form may amend, revise or replace any other term of this contract.

- d. **DEFAULT:** The City may, by written notice of default to the successful proposer, terminate the contract in whole or in part if the successful proposer fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the City may authorize in writing) after receipt of notice from the City specifying such failure. In the event the City terminates this contract in whole or in part because of default of the successful proposer, the City may procure goods and/or services similar to those terminated, and the successful proposer shall be liable for any excess costs incurred due to this action.
- e. **EXTENSION OF TIME.** The schedule established for the work is of the essence of the contract. Contractor shall provide notice to the City not later than two (2) business days after Contractor knows of the occurrence of a delay which may impact the scheduled completion date and shall provide the City, in writing, with the following information:
 - 1. Affirmative representation that the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor.

2. Nature of the delay.
3. Dates of commencement / and anticipated end of delay.
4. Evidence that the delayed work results in a direct delay to the schedule critical path.
5. List of tasks/work affected by the delay.
6. Recommended action to minimize delay.
7. Such other supporting information as requested by the City.

Contractor acknowledges that the evaluation of time extensions will be based on the above information. The City will not consider a claim for time extension which does not comply with the preceding requirements. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

- f. **UNAVOIDABLE DELAY.** In the event that construction is delayed by reason of force majeure or an unavoidable delay not within the control of Contractor, Contractor shall notify the City in writing of the delay not later than two (2) days after Contractor knows of the occurrence of an unavoidable delay. Contractor shall supply such documentation with respect to the unavoidable delay as the City may request. The affected schedule may be extended for the same time as the delay period, or such other reasonable time as the City, in its sole discretion, may determine.
- g. **NO DAMAGE FOR DELAY; EXCLUSIVE REMEDY.** Contractor expressly agrees that a change order for an extension of time constitutes its sole and exclusive remedies for time or impact-based claims or for delay attributable to any foreseen or unforeseen condition, and Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to Contractor as compensation for damages for any delays in the work, whether such delay is avoidable or unavoidable. Notwithstanding the foregoing, a postponement of work for the City's convenience may be compensated as provided in the contract.
- h. **SUBCONTRACTS.** By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of the contract. The City shall be named as an intended third party beneficiary in all agreements between Contractor and subcontractors. Each subcontractor agreement shall preserve and protect the rights of the City under the contract with respect to the work to be performed by the subcontractor. Where appropriate, the Contractor shall require

each subcontractor to enter into similar agreements with sub-subcontractors. Contractor shall include in all construction contracts a provision requiring the subcontractor to consent to an assignment of its contract to the City.

- i. **CONSTRUCTION COSTS:** The Contractor shall pay all Construction Costs for completion of the work, except as provided in the General Conditions or Special Conditions. The City shall reimburse Contractor for the Construction Costs of the work provided that (i) the costs must be identified in the schedule of values for the work or in an approved change order, and (ii) must be consistent with the approved plans.
- j. **PERFORMANCE AND PAYMENT BONDS REQUIRED:** No payment shall be made by the City to Contractor until Contractor has provided the City with a certified copy of the Performance and Payment Bonds, evidencing that said bond(s) have been recorded with the Clerk of the Courts in the public records of Citrus County.

5. GENERAL CONDITIONS

- a. **INCORPORATION OF DOCUMENTS.** All terms and conditions of the procurement solicitation under which Contractor was qualified by the City, and all terms and conditions of the invitation to proposal on this specific project are incorporated into and are terms and conditions of the contract.
- b. **COMPLIANCE WITH LAWS.** The construction of the single family structure shall be in compliance with all applicable State and local laws and regulations, including the Florida Building Code and any local amendments thereto.
- c. **MEANS AND METHODS.** Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the work. Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the work.
- d. **PERMITS AND FEES.** All zoning and building permits will be the responsibility of the Contractor. Contractor is responsible for obtaining all required permits from all jurisdictional authorities.
- e. **TAXES & FEES.** The Contractor shall pay all sales, consumer, use and similar taxes applicable to the construction of the House.
- f. **SITE CONDITIONS; SOIL TESTING; GRADING.** Contractor shall verify all conditions, dimensions, elevations, construction parking area, and lay down and staging area. The Contractor will be responsible for identifying and performing any geotechnical investigation, analysis, and design required to perform this

Agreement. Contractor shall be responsible for all soil testing required and associated costs, as part of the development process. The Contractor shall be responsible for verification of existing conditions, including research of all existing City records and other information. The City advises that no subsoil investigations have been made; Contractor shall satisfy itself as to all subsoil conditions. Contractor also shall be responsible for any site grading and compaction needed to construct the House. There shall be no allowance for additional costs to Contractor after start of Contractor's operations for discrepancies not indicated by Contractor prior to start of work.

- g. **SURFACE AND SUBSURFACE WATER.** Contractor shall obtain all permits required from each applicable regulatory agency with respect to the control of surface and subsurface water during the work. Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.
- h. **UTILITIES.** The Contractor shall obtain at its cost, and maintain, all utilities at each project site as required by the Contractor for the course of construction. Upon the issuance of the Certificate of Occupancy, the Contractor shall notify the City of the intention to disconnect any and all utilities, and provide the City with dates of disconnection, to allow the City the ability to reestablish utilities in the name of the City.
- i. **SANITARY FACILITIES.** The Contractor will be required to provide and maintain all adequate sanitary facilities for the use of Contractor's workers, employees and sub-contractors, where necessary.
- j. **MATERIALS.** All materials incorporated in the new home shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind, quality and manufacturer of materials.
- k. **WORK HOURS.** The Project work hours shall be in accordance with local city ordinances.
- l. **SUBSTITUTION.** The naming of a specified product of specific manufacturers for equipment or materials under the various items of specifications or as shown on the Approved Plans shall be interpreted as establishing a minimum standard of quality and performance. It shall not be construed as eliminating the selection of other than the named equipment or materials equal to those specified, unless the equipment or materials are specifically designated as not permitting substitution. Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, that by reason of costs savings, reduced construction

time or similar demonstrable benefit, the substitution of such item will in no way detrimentally impact the schedule or costs. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. Approval of a substitution shall not relieve Contractor from the responsibility for compliance with all requirements of Contractor.

- m. **CLEAN UP; DEBRIS DISPOSAL.** Contractor shall at all times keep work area free of unneeded materials, trash, and debris on a daily basis. Contractor shall perform daily and final clean-up to the satisfaction of the City. Upon completion of the home and prior to the conveyance of the home, Contractor shall remove all temporary structures, equipment, surplus materials, rubbish, and waste materials resulting from its work. Contractor shall make its own arrangements, at its own cost, for disposal of rubbish, waste and construction debris. All waste and debris shall be legally disposed of at licensed disposal facilities.

Construction cleaning is not acceptable. The house and property shall be cleaned to move-in condition at completion. This includes but not limited to the removal of rust stains, excess paint from work, tile / grout cleaning of all tile, caulking all joints between dissimilar materials.

- n. **UTILITY CONNECTIONS.** The Contractor shall coordinate the connection of all utilities to the House, including water, sanitary sewer, electricity and ability to connect for telephone and cable services. Contractor shall restore any sidewalks disturbed by such utility connection, which costs shall be reimbursed by the City through a site specific change order. The City will pay the stand by fees for water and sewer.
- o. **WEATHER PROTECTION; HURRICANE PLAN.** The Contractor shall ascertain what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The Contractor shall provide a hurricane plan to City, prior to any construction, describing the actions they will take to secure the work sites in the event a hurricane warning is issued or is predicted to affect the area.
- p. **SAFETY.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will provide (or require by contract that each subcontractor provide) to each worker on the job site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the job site who fails or refuses to use the safety equipment. Contractor shall provide and maintain all necessary watchmen, barricades, warning lights, and signs and take all necessary precautions for the protection of all persons involved in the work, the public, and all employees. Representatives shall comply with all Contractors' safety requirements when on-site. All work and all equipment, machinery,

materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations.

- q. **QUALITY ASSURANCE.** The Contractor shall develop and maintain a program to assure quality control of the construction. Contractor shall supervise the work of all subcontractors and shall perform adequate inspections that will assure that the work performed conforms to the requirements of the approved plans and Contractor shall not proceed with the construction of any component of the work which materially deviates from the plans and specifications. Contractor will exert commercially reasonable influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work or the schedule.
- r. **NO REPRESENTATION BY CITY.** Notwithstanding anything contained herein to the contrary, Contractor acknowledges and agrees that City's review and approval of any plans or specifications shall not constitute, and the City shall not be deemed to have made, any representation or warranty as to the compliance of the work with applicable law or as to the suitability of site for the project. Accordingly, notwithstanding the fact that any plans or specifications are reviewed and/or approved by the City or its consultants, and notwithstanding any advice or assistance which may be rendered by the City or its consultants, the City shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in such plans or specifications.
- s. **GOVERNMENT APPROVALS.** The Contractor shall obtain all appropriate approvals, permits, licenses, variances or waivers necessary under applicable laws and regulations for construction of the work and as required by all applicable governmental authorities.
- t. **PROJECT MANAGEMENT.** Contractor shall provide project management and administrative support for the work, including:
 - a. Payments to Subcontractors: Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
 - b. Reports and Project Site Documents: Record the progress of the project. Submit written *monthly progress reports* to the City, including information on the subcontractors' work, and the percentage of completion.
 - c. Subcontractor's Progress: Inspect subcontractor work. Prepare periodic punch lists for subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

The Contractor shall have regular project meetings and shall provide periodic reports to or attend periodic progress meetings (reports and meetings will be monthly unless otherwise agreed to by the City and the Contractor in writing) with the City to discuss the status of the work and other information relative to

the construction and construction schedule, including work accomplished, record of the weather, subcontractors/people working on the site, number of workers, problems encountered and other similar relevant data as the City may reasonably require.

- u. **NO LIENS.** Contractor shall ensure that title to the work site(s) is maintained free and clear of any mechanic, material supplier or similar liens or encumbrances caused by or through Contractor; the failure of which shall be a material default under the contract. In the event that any such lien or encumbrance is recorded against a site, the Contractor shall have ten (10) days from receipt of notice of such lien or encumbrance to cause it to be removed of record, whether by termination, bonding or otherwise.

- v. **SECURITY; PROTECTION OF THE WORK.** The Contractor shall continuously maintain adequate protection of all work from loss, theft or damage from whatever cause, and shall take all reasonable precautions to protect the work and materials from theft, injury or loss arising in connection with the contract. Contractor shall comply with the requirements of its insurance carriers and all applicable laws, codes and regulations with respect to prevention of damage. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City's Building Department within three (3) days of each incident.

- w. **RISK OF LOSS.** The Contractor shall have full and complete charge and shall bear all risk of loss of, and injury or damage to, the work performed under the contract, or any portion thereof, including materials and equipment, from any cause whatsoever, until a certificate of occupancy is issued for the work. Contractor shall rebuild, repair, restore and make good any damages, injury, or loss to the work and to the property of third parties. Such loss or damage should be covered by insurance policies maintained by the Contractor.

- x. **REQUIRED INSURANCE.**
 - (1) GENERAL
 - a. Contractor agrees to obtain at its own expense, to have in force before commencing any work, and to maintain at all times while work is being performed the minimum insurance coverage listed below.

 - b. All insurance coverage shall be through a company or companies acceptable to Owner. Insurance certificates evidencing the required coverage shall be issued to the City prior to commencement of work and shall specify that City must be given, in writing, 10 days' notice of cancellation of the policies evidenced by the certificate.

 - (2) CONTRACTOR'S INSURANCE
 - a. Worker's Compensation insurance covering the Contractor for any and all claims which may arise against the Contractor because of

Worker's Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

1. Each Accident: \$ _____
2. Disease, Policy Limit: \$ _____
3. Disease, Each Employee: \$ _____

b. Commercial General Liability insurance protecting the Contractor against any and all general liability claims which may arise in the course of performance of this work shall be carried.

The limits of liability shall be not less than the following:

1. General Aggregate: \$ _____
2. Products-Completed Operations Aggregate: \$ _____
3. Personal and Advertising Injury: \$ _____
4. Each Occurrence: \$ _____
5. Property damage liability coverage shall not exclude explosion, collapse, and underground perils if Contractor is engaged in these activities.
6. Commercial General Liability coverage shall also protect the Contractor for the same limits of liability for claims which may arise because of the indemnity or contractual liability provisions of this work.

c. Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage Combined Single Limit:
\$ _____

d. Excess liability (umbrella form) with respect to Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried with limits of not less than the following over primary insurance:

1. General Aggregate: \$ _____
2. Each Occurrence: \$ _____

e. Commercial General Liability insurance shall include the following as additional insured with respect to work to be performed for City. Any insurance afforded the additional insured under Contractor's liability policies shall be primary over any other insurance the additional insured may have purchased:

1. City of Crystal River

PROPERTY (BUILDER'S RISK) INSURANCE

A. City will not purchase property insurance for the work under construction. Contractor shall be responsible for any damage to the work due to the perils of fire and extended coverage and physical loss or damage including theft, vandalism, and malicious mischief until completion. Contractor, at its option, may purchase insurance to cover its risk.

- y. **CORRECTION OF WORK.** If any material, equipment or workmanship is determined by the City, either during performance of the work, during final quality inspection or during the warranty period, to be defective or not in compliance with the permitted plans and specifications, the City shall notify Contractor in writing that such material, equipment or work is rejected, and the Contractor shall have 72 hours to correct such work and comply with the plans and specifications. The City reserves the right to withhold payment on any such non-acceptable item. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same strictly comply with all requirements of the plans, drawings and specifications and without expense to the City.

6. COMPLETION DOCUMENTS

a. **REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION.**

When Contractor considers the Work to be substantially complete, Contractor will submit to the City, the following items which shall be completed as a condition precedent to Substantial Completion and prior to notice by Contractor of Substantial Completion:

1. All general construction completed and the project components shall be clean and all systems fully functional.
2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned, fully functional and ready for use.
3. All electrical circuits shall be scheduled in panels and all panels and disconnect switches properly labeled.
4. Project site shall be cleared of Contractor's excess equipment and/or supplies and material.
5. Record drawings and specifications meeting state and local requirements shall be delivered to the City's construction inspector.

- b. **INSPECTION AND PUNCH LIST:** Upon notice of substantial completion from Contractor, a walkthrough with the City's construction inspector shall be scheduled to develop a joint final punch list of items necessary to complete the

Work. Punch list items shall be corrected and a final inspection requested by Contractor within fourteen (14) days from delivery of the agreed punch list. All punch list items shall be corrected by Contractor prior to any request for final inspection and acceptance or final certificate of occupancy. Contractor acknowledges and agrees that 150% of the amount which may be withheld by the City as to any final punch list item. The City may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the final punch list item. The failure to include any work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all the construction services and work purchased under the contract.

- c. **WARRANTY.** The Contractor shall warrant that all materials and equipment included in the work will be new, except as otherwise indicated in the Approved Plans, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the permitted plans, specifications and drawings. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of issuance of a final certificate of occupancy. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Contractor warrants and guarantees for a period of five (5) years from the date of final inspection of the project that all roofing systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. In addition, the contractor shall provide the City and/or the homebuyer with the shingle manufacturer's warranty. This warranty shall be for a period of no less than twenty (20) years from the date of final inspection. The homebuyer and/or the City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may, after giving 30 days' notice to the Contractor, do so and charge the Contractor the cost thereby incurred.