

**MASTER SERVICES AGREEMENT FOR MISCELLANEOUS BRIDGE REPAIR
(CC-4941-23/RTB)**

THIS AGREEMENT is dated as of the _____ day of _____, 20____, by and between **PROSHOT CONCRETE, INC.**, duly authorized to conduct business in the State of Florida, whose principal address is 4158 Musgrove Drive, Florence, Alabama 35630, in this Agreement referred to as “**CONTRACTOR**,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as “**COUNTY**.” **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants in this Agreement set forth, agree as follows:

Section 1. Services. **COUNTY** hereby retains **CONTRACTOR** to provide all labor, materials, equipment, transportation, coordination, and incidentals necessary for the miscellaneous major and minor bridge repair for Seminole County, as further described in the Scope of Services attached to this Agreement as Exhibit A. Required services must be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study, a sample of which is attached to this Agreement as Exhibit B. This Agreement standing alone does not authorize the performance of any work or require **COUNTY** to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by **COUNTY** and continues for a period of three (3) years and, at the sole option of the parties, may be extended for two (2) additional one (1) year terms. Expiration of the term of this Agreement will have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. The obligations of both parties under such Work Orders will remain in effect until completion of the work authorized by the Work Order.

Section 3. Authorization for Services. Authorization for performance of construction services by CONTRACTOR under this Agreement will be in the form of written Work Orders issued and executed by COUNTY and signed by CONTRACTOR. Each Work Order will describe the services required, state the dates for commencement and completion of work, state the date for delivery of services, if any, establish the amount and method of payment, and the amount of liquidated damages, if any. The Work Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects, nor that CONTRACTOR will perform any project for COUNTY during the term or course of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be commenced as specified in such Work Orders as may be issued under this Agreement and must be completed within the time specified in such Work Orders. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, the Work Order may include a negotiated schedule of incentives based on time savings.

Section 5. Compensation.

(a) COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Work Order is issued on a Fixed Fee basis, then the applicable Work Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Work Orders.

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

The original invoice and one (1) copy must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Public Works Department
200 W. County Home Road
Sanford, FL 32773



(c) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 6. CONTRACTOR's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state, and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress, or performance of this Agreement.

(b) CONTRACTOR declares and agrees that COUNTY may require it to repair, replace, restore, or make all things comply with the Contract Documents, including all work or materials that are found to be defective or fail in any way to comply with the Contract Documents

within a period of two (2) years from Acceptance by COUNTY. CONTRACTOR acknowledges that the above two (2) years repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(c) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the work. CONTRACTOR declares and agrees that all costs related to performing the work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR is solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR or COUNTY, or both, by any governmental entity, district, authority, or other jurisdictional entity relating to all permits required for performance of the work.

Section 7. Contract Documents.



(a) The Contract Documents, which constitute the entire agreement between COUNTY and CONTRACTOR, are made a part of this Agreement and are to be treated and interpreted as a unified whole to the maximum extent possible. The initial Contract Documents consist of the following items, listed in order of precedence below to the extent there may be any conflicts between them:

- (1) This Agreement and its Exhibits.
- (2) Any Addenda to COUNTY's Solicitation Package.
- (3) COUNTY's Solicitation Package, including the General Conditions.
- (4) Drawings and Plans.
- (5) Technical Specifications.

(b) As the Project progresses, additional Contract Documents may become part of the Agreement between COUNTY and CONTRACTOR and will consist of the following:

(1) Modifications through Change Orders as provided in the General Conditions or an Amendment to the Agreement, which will supersede the provisions in the Contract Documents affected by the Change Order or Amendment.

(2) Performance Bond.

(3) Payment Bond.

(4) Contractor's Certificate of Insurance and Insurance Policies.

(5) Notice to Proceed.

(6) Certificate of Substantial Completion.

(7) Contractor's Waiver of Lien (Partial).

(8) Contractor's Waiver of Lien (Final and Complete).

(9) Subcontractor/Supplier's Waiver of Lien (Final and Complete).

(10) Certificate of Final Completion.

(11) Contractor's Release.

(12) Consent of Surety to Final Payment.

(13) Material and Workmanship Bond.

(c) There are no Contract Documents other than those listed above in this Section. The Contract Documents may only be modified or amended by a change order as provided in the General Conditions or by an Amendment to this Agreement.

Section 8. Liquidated Damages.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY will suffer financial loss if the work is not substantially completed as described in subsection 14.13 of the General Conditions

within the time specified below, plus any extensions of time allowed in accordance with Section 12 of the General Conditions. If the work is not completed on time, the parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from the delay in the COUNTY's ability to use the completed Work. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages the amount per day specified in each Work Order issued under this Agreement for each day CONTRACTOR exceeds the contract time for substantial completion until the work is Substantially Complete. It is agreed that if the work is not completed by the final completion date in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay one quarter (1/4) of the rate set forth above. The parties acknowledge and agree that the liquidated amounts described in this Section are not a penalty, but instead a reasonable measure of damages based upon the parties' experience in the relevant industry and given the nature of the losses to COUNTY that may result from delay in Substantial or Final Completion.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified in this Agreement, COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the substantial completion and final completion dates.


(c) The liquidated damages provided in this Section will apply regardless of whether CONTRACTOR is terminated, is in default, or has abandoned the work.

Section 9. Definitions, Assignment, and Binding Effect.

(a) Terms used in this Agreement, which are defined in Section 1 of the General Conditions, have the meanings indicated in the General Conditions.

(b) No assignments by a party of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound and any such assignment without written consent will be void and of no effect. Specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party and the other party's partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Section 10. CONTRACTOR's  Specific Consideration. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is acknowledged.

Section 11. Notices. Whenever either party desires to give notice to the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed, and dated for receipt, or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will

remain such until it is changed by written notice in compliance with the provisions of this Section.

For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Public Works Engineering Division
100 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Proshot Concrete, Inc.
P.O. Box 1636
Florence, AL 35631

Section 12. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or that would violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.



(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5%) either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement.


Section 13. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to the maintenance of traffic requirements of the Contract Documents, will be considered a material breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by the Project Manager, the Project Manager shall issue a Stop Work Order suspending the work or any specific portion of the work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by PROJECT MANAGER, then the material breach will entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches will not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

Section 14. Agreement and Work Order in Conflict. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement will control.

Section 15. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request.  CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.

Section 16. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 17. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of such statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement, and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 18. Rights at Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

Section 19. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 20. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit G, to COUNTY.

Section 21. Addendum. COUNTY and CONTRACTOR shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONTRACTOR as a result of a disaster.

Section 22. Indemnification of COUNTY. CONTRACTOR shall indemnify and hold harmless COUNTY, its commissioners, officers, and employees, from liabilities, damages, losses

and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

Section 23. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 24. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 25. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 26. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 27. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 28. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 29. Additional Requirements. CONTRACTOR shall comply with the Bid Form attached to this Agreement as Exhibit C, the Trench Safety Act document attached to this Agreement as Exhibit D, and the American with Disabilities Act Affidavit attached to this

Agreement as Exhibit E. CONTRACTOR shall use the Construction Forms attached to this Agreement as Exhibit F during the course of this Agreement as appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR.

PROSHOT CONCRETE, INC.

Witness

Print Name

Witness

Print Name

(CORPORATE SEAL)

By: _____
ANTHONY McDOUGAL, President

Date: _____

SEMINOLE COUNTY, FLORIDA



Witness

Print Name

By: _____
DIANE REED, Procurement Administrator

Date: _____

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

County Attorney

RM/lpk

2/16/23 5/17/23 5/25/23

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Attachments:

Exhibit A – Scope of Services

Exhibit B – Sample Work Order

Exhibit C – Rate Schedule (Bid Form)

Exhibit D – Trench Safety Form

Exhibit E – Americans with Disabilities Act

Exhibit F – Construction Forms

Exhibit G – Affidavit of E-Verify Requirements Compliance

Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for
Seminole County Contracts



Part 1

Scope of Services

The Contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for the miscellaneous major and minor bridge repair. The bridge repairs will be in response to regular maintenance requirements. Additionally, the contract may be used for emergency repairs that are in response to bridge damage caused by vehicular accidents, vandalism, or acts of God.

Prior to the preparation of the Work Order, Seminole County Representative will determine the scope of work for each repair in coordination with the Contractor. This will include site visits to determine area to be repaired, type of repair to be implemented, and review of quantities provided by the Contractor.

The Contractor shall be responsible for all maintenance of traffic (MOT) required to complete bridge repairs. All MOT shall be in accordance with the latest Florida Department of Transportation (FDOT) Standards and Indexes and the Manual on Uniform Traffic Control Devices for Street and Highways (MUTCD) and subsequent revisions and addendums, as published by the U.S. Department of Transportation, Federal Highway Administration. Contractor shall submit plans including but not limited to signage, FDOT Indexes used, time of day of proposed work, extent of work zone, and required barriers necessary to safely maintain traffic. MOT plans that modify the FDOT Design Standards shall be prepared and signed and sealed by a Professional Engineer. Start of work shall not proceed without Seminole County approval, in writing, of MOT plans. Contractor must comply with Seminole County lane closure restrictions as indicated in the required County Right of Way permit.

The Contractor shall obtain all required permits prior to start of construction unless specifically provided by Seminole County including but not limited to those required from Seminole County, St. Johns River Water Management District, Florida Department of Environmental Protection and FDOT, if applicable.

Any permits provided by Seminole County will be listed in writing to the Contractor during the project scoping phase and prior to project authorization.

MANDATORY REQUIREMENT:

Bidder shall submit documents, with Bid Response, demonstrating compliance with the following: Contractors must be pre-qualified by the Florida Department of Transportation ("FDOT") under Rule Chapter 14-22, CONTRACTORS - HIGHWAY - QUALIFICATION TO BID, Florida Administrative Code for FDOT Prequalification of R&R Intermediate Bridge Work Class.

REGULAR BRIDGE REPAIRS:

Seminole County and Florida Department of Transportation periodically inspect the roadway and pedestrian bridges in Seminole County. The inspections reports identify structural and non-structural deficiencies. The repair of the structural and non-structural deficiencies shall include the items identified in the attached pay item list.

EMERGENCY REPAIRS:

Emergency repairs are required to mitigate damage caused by accidents or from acts of God. The same general process will be used to identify, and scope bridge repairs. Details for repairs not included in the attached pay item list will be provided by Seminole County. The repair budget for these deficiencies is unknown.

BID SECURITY:

This project requires a Bid Security, and it must be included with the Bid Response. Bid Security shall be made payable to Seminole County, in an amount of \$20,000.00 in the form of a certified or cashier's check, or a Bid Bond issued by a Surety meeting the requirements of these Contract Documents.



CONSTRUCTION MSA WORK ORDER # _____

Seminole County, Florida

Board of County Commissioners

Master Agreement No. _____ Dated: _____

Master Agreement Title: _____

Project Title: _____

Contractor: _____

Address: _____

ATTACHMENTS TO THIS WORK ORDER:

☐ EXHIBIT A – Scope of Services/Specifications☐ EXHIBIT D – Supplemental Conditions☐ EXHIBIT B – Pricing/Proposal/Fee Schedule☐ EXHIBIT E - _____☐ EXHIBIT C - Drawings/Plans

Attachments to this Work Order, as indicated above, are incorporated by reference as if they had been set out in their entirety. Contractor shall complete the Work in accordance with this Work Order, the Attachments, and the Contract Documents, as amended (if applicable). In the event of a conflict between the Contract Documents, as identified in Section 7 of the Master Agreement, the Master Agreement will govern.

TIME FOR COMPLETION: The Contractor must substantially complete the Work in accordance with this Work Order, and the Contract Documents, as provided herein, within (____) **calendar days** of the Notice to Proceed date, and must reach Final Completion within (____) **calendar days** of the County's acceptance of Substantial Completion. Contractor's failure to complete the Work in accordance with this schedule is grounds for assessment of liquidated damages, at the rate of (\$_____) per day, for each day the Contractor does not meet Substantial Completion, and/or Termination of this Work Order and the Master Agreement for Cause.

The County shall compensate the Contractor (a fixed fee of / an amount not-to-exceed) \$_____ for satisfactory completion of the Work. Payment(s) must be made to the Contractor in accordance with the Contract Documents. The County shall withhold retainage in the amount of [5%] from payments to the Contractor in accordance with the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Order on this _____ day of _____, 20____. A Notice to Proceed will be issued to the Contractor by the County for the Contractor to begin work. The Completion Time above must be calculated from the Notice to Proceed date. Upon execution by both parties, this Work Order will be incorporated as a Contract Document under the Master Agreement.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

SEMINOLE COUNTY:

By: _____
Signature – County Representative

Date: _____

Printed Name: _____

Title: _____
(Authorized by Section 3.554, Seminole County Admin Code)Witness: _____
Signature

Printed Name: _____

OC #: _____ OM #: _____

CONTRACTOR:

By: _____
Signature – Contractor Representative

Date: _____

Printed Name: _____

Title: _____

Witness: _____
Signature

Printed Name: _____

Legend:
NCI = Non Contractual Item

ProShot Concrete

CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
1	101-1		MOBILIZATION	LS	1	(10%-15%)	\$48,698.00
2	102-60		WORK ZONE SIGN	ED	1	\$ 10.00	\$ 10.00
3	102-71-13		TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	LF	1	\$ 80.00	\$ 80.00
4	544-031-045		ATTENUATOR (QUADGUARD) F&I (MONORAIL, 2 BAY)	EA	1	\$ 3,500.00	\$ 3,500.00
5	102-99-A		SIGN VARIABLE MESSAGE	ED	1	\$ 45.00	\$ 45.00
6	104-5		SANDBAGGING	CY	1	\$ 500.00	\$ 500.00
7	104-6		TEMPORARY SLOPE DRAIN	LF	1	\$ 75.00	\$ 75.00
8	104-10-3		SEDIMENT BARRIER	LF	1	\$ 25.00	\$ 25.00
9	104-11		FLOATING TURBIDITY BARRIER	LF	1	\$ 30.00	\$ 30.00
10	104-12		STAKED TURBIDITY BARRIER	LF	1	\$ 25.00	\$ 25.00
11	104-18		INLET PROTECTION SYSTEM	EA	1	\$ 200.00	\$ 200.00
12	110-1-1		CLEARING & GRUBBING (For Removing Vegetation growing on dry land)	LS/AC	1	\$ 50,000.00	\$ 50,000.00
13	110-3		REMOVAL OF EXISTING STRUCTURES/BRIDGES	LS/SF	1	\$ 75.00	\$ 75.00
14	110-4		REMOVAL OF EXISTING CONCRETE	SY	1	\$ 250.00	\$ 250.00
15	120-1		REGULAR EXCAVATION	CY	1	\$ 400.00	\$ 400.00
16	120-2-2		BORROW EXCAVATION (TRUCK MEASURE)	CY	1	\$ 450.00	\$ 450.00
17	120-4		SUBSOIL EXCAVATION	CY	1	\$ 450.00	\$ 450.00
18	120-5		CHANNEL EXCAVATION (for Vegetation in the water)	CY	1	\$ 550.00	\$ 550.00
19	120-6		EMBANKMENT	CY	1	\$ 375.00	\$ 375.00
20	121-70		FLOWABLE FILL	CY	1	\$ 700.00	\$ 700.00
21	125-1		EXCAVATION FOR STRUCTURES	CY	1	\$ 400.00	\$ 400.00
22	145-1		GEOSYNTHETIC REINFORCED SOIL SLOPE	SF	1	\$ 90.00	\$ 90.00

Legend:
NCI = Non Contractual Item

ProShot Concrete

CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
23	352-70		GRINDING CONCRETE PAVEMENT	SY	1	\$ 350.00	\$ 350.00
24	353-70		CONCRETE PAVEMENT SLAB REPLACEMENT	CY	1	\$ 3,500.00	\$ 3,500.00
25	370-1		BRIDGE APPROACH EXPANSION JOINT FOR CONCRETE PAVEMENT	LF	1	\$ 95.00	\$ 95.00
26	458-1-21		BRIDGE DECK EXPANSION JOINT, REHABILITATION, POURED JOINT WITH BACKER ROD	LF	1	\$ 125.00	\$ 125.00
27	400-0-13		CONCRETE CLASS NS, STEPS	CY	1	\$ 900.00	\$ 900.00
28	400-1-11		CONCRETE CLASS I, RETAINING WALLS	CY	1	\$ 3,000.00	\$ 3,000.00
29	400-1-25		CONC CLASS I, MASS SUBSTRUCTURE	CY	1	\$ 3,000.00	\$ 3,000.00
30	400-2-1		CONCRETE CLASS II (CULVERTS)	CY	1	\$ 3,500.00	\$ 3,500.00
31	400-2-4		CONCRETE CLASS II (SUPERSTRUCTURE)	CY	1	\$ 3,500.00	\$ 3,500.00
32	400-2-5		CONCRETE CLASS II (SUBSTRUCTURE)	CY	1	\$ 3,500.00	\$ 3,500.00
33	400-2-8		CONCRETE CLASS II, BULKHEAD	CY	1	\$ 3,500.00	\$ 3,500.00
34	400-2-10		CONCRETE CLASS II (APPROACH SLABS)	CY	1	\$ 3,500.00	\$ 3,500.00
35	400-2-11		CONCRETE CLASS II (RETAINING WALLS)	CY	1	\$ 3,500.00	\$ 3,500.00
36	400-4-1		CONCRETE CLASS IV (CULVERTS)	CY	1	\$ 3,500.00	\$ 3,500.00
37	400-4-4		CONCRETE CLASS IV (SUPERSTRUCTURE)	CY	1	\$ 3,500.00	\$ 3,500.00
38	400-4-5		CONCRETE CLASS IV (SUBSTRUCTURE)	CY	1	\$ 3,500.00	\$ 3,500.00
39	400-4-11		CONCRETE CLASS IV (RETAINING WALLS)	CY	1	\$ 3,500.00	\$ 3,500.00
40	400-7-1		BRIDGE FLOOR GROOVING	SY	1	\$ 250.00	\$ 250.00
41	400-32		CONCRETE FOR JOINT REPAIR	CY	1	\$ 15,000.00	\$ 15,000.00
42	400-91		DEWATERING FOR SPREAD FOOTERS/CULVERT	EA	1	\$ 4,500.00	\$ 4,500.00
43	400-45-3		CLEANING AND COATING CONCRETE SURFACES, APPLIED FINISH COATING	SF	1	\$ 10.00	\$ 10.00
44	403-1		EPOXY CONCRETE OVERLAY- STRUCTURES REHAB	SY	1	\$ 250.00	\$ 250.00

Legend:
NCI = Non Contractual Item

ProShot Concrete

CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
45	411-1		EPOXY MATERIAL FOR CRACK INJECTION- STRUCTURES REHAB	GA	1	\$ 65.00	\$ 65.00
46	411-2		CRACKS INJECT & SEAL- STRUCTURES REHAB	LF	1	\$ 80.00	\$ 80.00
47	400-143		CLEANING & COATING CONCRETE SURFACE, CLASS 5	SF	1	\$ 15.00	\$ 15.00
48	400-145		CLEANING CONCRETE SURFACE (PRESSURE CLEANING)	SF	1	\$ 8.00	\$ 8.00
49	400-153		NON SHRINK GROUT, F&I, MISCELLANEOUS- STRUCTURES REHAB	CF	1	\$ 90.00	\$ 90.00
50	401-70-3		RESTORE SPALLED AREAS, LATEX MODIFIED MORTAR- ACRYLIC	CF	1	\$ 750.00	\$ 750.00
51	401-70-4		RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	1	\$ 750.00	\$ 750.00
52	401-70-7		RESTORE SPALLED AREAS, SHOTCRETE	CF	1	\$ 550.00	\$ 550.00
53	413-149		PENETRANT SEALER	GA	1	\$ 90.00	\$ 90.00
54	415-1-1		REINFORCING STEEL- ROADWAY	LB	1	\$ 10.00	\$ 10.00
55	415-1-3		REINFORCEMENT STEEL (RETAINING WALL)	LB	1	\$ 10.00	\$ 10.00
56	415-1-4		REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	LB	1	\$ 10.00	\$ 10.00
57	415-1-5		REINFORCING STEEL- BRIDGE SUBSTRUCTURE	LB	1	\$ 10.00	\$ 10.00
58	415-1-6		REINFORCEMENT STEEL (MISCELLANEOUS)	LB	1	\$ 10.00	\$ 10.00
59	415-1-9		REINFORCEMENT STEEL (APPROACH SLABS)	LB	1	\$ 10.00	\$ 10.00
60	430-950		DESILTING CONCRETE BOX CULVERT	CY	1	\$ 700.00	\$ 700.00
61	455-133-2		SHEET PILING STEEL, TEMPORARY-CRITICAL	SF	1	\$ 150.00	\$ 150.00
62	455-133-3		SHEET PILING STEEL, F&I PERMANENT	SF	1	\$ 325.00	\$ 325.00
63	515-4-1		BULLET RAIL, SINGLE RAIL	LF	1	\$ 350.00	\$ 350.00
64	457-1-11		STANDARD INTEGRAL PILE JACKET, NON-STRUCTURAL, UP TO 16"	LF	1	\$ 1,800.00	\$ 1,800.00
65	457-1-12		STANDARD INTEGRAL PILE JACKET, NON-STRUCTURAL, 16.1 to 30.0"	LF	1	\$ 2,300.00	\$ 2,300.00
66	457-1-21		STANDARD INTEGRAL PILE JACKET, STRUCTURAL, UP TO 16"	LF	1	\$ 2,300.00	\$ 2,300.00

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ProShot Concrete

CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
67	457-1-22		STANDARD INTEGRAL PILE JACKET, STRUCTURAL, 16.1 to 30.0"	LF	1	\$ 3,500.00	\$ 3,500.00
68	515-1-1		PIPE HANDRAIL - GUIDERAIL, STEEL	LF	1	\$ 250.00	\$ 250.00
69	515-1-2		PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	1	\$ 300.00	\$ 300.00
70	515-1-41		PIPE HANDRAIL - GUIDERAIL, RELOCATE, STEEL	LF	1	\$ 150.00	\$ 150.00
71	515-1-42		PIPE HANDRAIL - GUIDERAIL, RELOCATE, ALUMINUM	LF	1	\$ 200.00	\$ 200.00
72	515-2-311		PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY,42" TYPE 1	LF	1	\$ 350.00	\$ 350.00
73	521-5-4		CONCRETE TRAFFIC RAILING- BRIDGE, 32" VERTICAL FACE	LF	1	\$ 800.00	\$ 800.00
74	521-5-5		CONCRETE TRAFFIC RAILING- BRIDGE, 42" VERTICAL FACE	LF	1	\$ 900.00	\$ 900.00
75	521-5-8		CONCRETE TRAFFIC RAILING- BRIDGE,RETROFIT-VERTICAL FACE	LF	1	\$ 6,000.00	\$ 6,000.00
76	521-5-10		CONCRETE TRAFRIC RAILING- BRIDGE, REPAIR EXISTING	LF	1	\$ 1,500.00	\$ 1,500.00
77	522-1		CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1	\$ 250.00	\$ 250.00
78	522-2		CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1	\$ 300.00	\$ 300.00
79	524-1-29		CONCRET DITCH PAVEMENT (4")(REINFORCED)	SY	1	\$ 300.00	\$ 300.00
80	524-2-49		CONCRET SLOPE PAVEMENT (6")(REINFORCED)	SY	1	\$ 350.00	\$ 350.00
81	524-1-2		CONCRET DITCH PAVEMENT (4")(NON-REINFORCED)	SY	1	\$ 300.00	\$ 300.00
82	524-2-4		CONCRET SLOPE PAVEMENT (6")(NON-REINFORCED)	SY	1	\$ 350.00	\$ 350.00
83	530-1		RIPRAP (SAND-CEMENT)	CY	1	\$ 1,100.00	\$ 1,100.00
84	530-1-4		RIPRAP (RUBBLE)(F&I)(DITCH LINING)	TN	1	\$ 350.00	\$ 350.00
85	530-3-3		RIPRAP (RUBBLE)(BANK & SHORE)	TN	1	\$ 400.00	\$ 400.00
86	530-74		BEDDING STONE	TN	1	\$ 325.00	\$ 325.00
87	536-1		REPLACEMENT GUARDRAIL (FDOT INDEX 400)	LF	1	\$ 175.00	\$ 175.00
88	561-2		COATING EXISTING STRUCTURAL STEEL	SF	1	\$ 300.00	\$ 300.00

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ProShot Concrete

CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
89	570-1-113		PERFORMANCE TURF (SOD)(BAHAI)	SY	1	\$ 30.00	\$ 30.00
90	570-1-119		PERFORMANCE TURF (SOD)(SAINT AUGUSTINE)	SY	1	\$ 40.00	\$ 40.00
91	571-1-1		PLASTIC EROSION MAT (TRIM) (TYPE 1)	SY	1	\$ 45.00	\$ 45.00
92	571-1-2		PLASTIC EROSION MAT (TRIM) (TYPE 2)	SY	1	\$ 45.00	\$ 45.00
93	571-1-3		PLASTIC EROSION MAT (TRIM) (TYPE 3)	SY	1	\$ 45.00	\$ 45.00
94	471-1-A		PLASTIC LUMBER (Plastic Marine Lumber)	BD FT	1	\$ 125.00	\$ 125.00
95	412-1-1		URETHANE INJECTION WATER STOP	GAL	1	\$ 650.00	\$ 650.00
96	305-1		BITUMINOUS CRACK/JOINT SEALING FOR ASPHALTIC ROADWAY	LF	1	\$ 65.00	\$ 65.00
97	0339-1		MISC ASPHALT	TN	1	\$ 800.00	\$ 800.00
98	0352-70		GRINDING	SY	1	\$ 150.00	\$ 150.00
99	401-71-13		RESTORE SPALLED AREAS, GUNITE/SHOTCRETE	CF	1	\$ 550.00	\$ 550.00
100	536 85 22		GUARDRAIL END TREATMENT - FLARED	EA	1	\$ 500.00	\$ 500.00
101	0550-10-210		FENCE MAINTENANCE (TYPE B CHAIN LINK)FENCE FABRIC 5'	LF	1	\$ 95.00	\$ 95.00
102	0550-15-11		FENCE CORNER POST 5' (PULL ASSEMBLY)	EA	1	\$ 450.00	\$ 450.00
103	550-15-12		FENCE REPAIR TYPE A	EA	1	\$ 500.00	\$ 500.00
104	E550-7-112		FENCE MAINTENANCE (TYPE A)FENCE FABRIC 4'	LF	1	\$ 95.00	\$ 95.00
105	0580-9-10		REMOVE TREES (LESS THAN 6")	EA	1	\$ 1,000.00	\$ 1,000.00
106	0550-220		FENCE MAINTENANCE (TYPE B CHAIN LINK)FENCE FABRIC 6'	LF	1	\$ 100.00	\$ 100.00
107	0550-15-11		FENCE CORNER POST 6' (PULL ASSEMBLY)	EA	1	\$ 600.00	\$ 600.00
108	700-1-11		SINGLE POST SIGN (OBJECT MARKER)	AS	1	\$ 450.00	\$ 450.00
109	700-1-11		SIGNAGE (NO WAKE ZONE)	AS	1	\$ 400.00	\$ 400.00
110	700-1-11		SIGNAGE (NO FISHING)	AS	1	\$ 400.00	\$ 400.00

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CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
111	700-1-50		SINGLE POST SIGN RELOCATE	AS	1	\$ 300.00	\$ 300.00
112	705-10-A		OBJECT MARKERS, POST MOUNTED (REFLECTORS)	EA	1	\$ 400.00	\$ 400.00
113	705-11-A		GUARDRAIL REFLECTORS	EA	1	\$ 35.00	\$ 35.00
114	106-1		DEBRIS REMOVAL (For aggregated material not growing on dry land or waterway)	CY	1	\$ 650.00	\$ 650.00
115	563-4		ANTI-GRAFFITI COATING, NON-SACRIFICIAL	SF	1	\$ 75.00	\$ 75.00
116	536-7-1		GUARDRAIL POST	EA	1	\$ 450.00	\$ 450.00
117	538-1		GUARDRAIL RESET	LF	1	\$ 65.00	\$ 65.00
118	906-173-100		SINGLE COMPONENT POLYURETHANE INJECTION	GA	1	\$ 250.00	\$ 250.00
119	350-5		CLEANING AND SEALING JOINTS, CONCRETE PAVEMENT	LF	1	\$ 95.00	\$ 95.00
120	536-85		REPAIR OR REPLACE GUARDRAIL END TERMINAL	EA	1	\$ 600.00	\$ 600.00
121	706-1-3		RAISED PAVEMENT MARKER, TYPE B	EA	1	\$ 45.00	\$ 45.00
122	110-23		TREE REMOVAL	EA	1	\$ 2,000.00	\$ 2,000.00
123	550-10-118		FENCING, RESET	LF	1	\$ 95.00	\$ 95.00
124	327-70		MILLING EXISTING ASPHALT SURFACE	SY	1	\$ 175.00	\$ 175.00
125	315-1		STRESS ABSORBING MEMBRANE	SY	1	\$ 300.00	\$ 300.00
126	334-1		SUPERPAVE ASPHALTIC CONCRETE	TN	1	\$ 900.00	\$ 900.00
127	635-2-11		PULL AND SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	1	\$ 500.00	\$ 500.00
128	470-1		TREATED TIMBER / COMPOSITE DECK BOARDS / COMPOSITE WOOD BOARDS	MB	1	\$ 75,000.00	\$ 75,000.00
129	705-11-6		REPLACE DELINEATOR	EA	1	\$ 95.00	\$ 95.00
130	520-6		DRAINAGE FLUME (USE SHOULDER GUTTER - CONCRETE)	LF	1	\$ 250.00	\$ 250.00
131	411-1		EPOXY MATERIAL FOR CRACK REPAIRS	GA	1	\$ 65.00	\$ 65.00
132	514-71		PLASTIC FILTER FABRIC SUBSURFACE / STABILIZATION	SY	1	\$ 65.00	\$ 65.00

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CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
133	N/A	NCI-1	MAINTENANCE OF TRAFFIC SHOULDER CLOSURE (SEE FDOT INDEX 602)	ED	1	\$ 400.00	\$ 400.00
134	N/A	NCI-2	MAINTENANCE OF TRAFFIC LANE CLOSURE (SEE FDOT INDEX 603, MANUAL FLAGGING ONLY) 12 HOUR	ED	1	\$ 1,500.00	\$ 1,500.00
135	N/A	NCI-3	MAINTENANCE OF TRAFFIC LANE CLOSURE (SEE FDOT INDEX 603, MANUAL FLAGGING ONLY) 24 HOUR WITH LIGHTING	ED	1	\$ 3,500.00	\$ 3,500.00
136	N/A	NCI-4	MAINTENANCE OF TRAFFIC SHOULDER CLOSURE (SEE FDOT INDEX 612)	ED	1	\$ 400.00	\$ 400.00
137	N/A	NCI-5	MAINTENANCE OF TRAFFIC LANE CLOSURE (SEE FDOT INDEX 613)	ED	1	\$ 600.00	\$ 600.00
138	N/A	NCI-6	CLEANING & COATING BRIDGE POST& RAIL, CLASS 5	LF	1	\$ 100.00	\$ 100.00
139	N/A	NCI-7	CLEANING & COATING BRIDGE BARRIER RAIL, CLASS 5	LF	1	\$ 100.00	\$ 100.00
140	N/A	NCI-8	EPOXY CONCRETE OVERLAY- STRUCTURES REHAB	SY	1	\$ 225.00	\$ 225.00
141	N/A	NCI-9	CONCRETE DECK SPALL REPAIR, HORIZONTAL SURFACE, REINFORCEMENT NOT EXPOSED	CF	1	\$ 700.00	\$ 700.00
142	N/A	NCI-10	CONCRETE DECK SPALL REPAIR, HORIZONTAL SURFACE, REINFORCEMENT EXPOSED	CF	1	\$ 750.00	\$ 750.00
143	N/A	NCI-11	CONCRETE SPALL REPAIR, VERTICAL/OVERHEAD SURFACE, REINFORCEMENT NOT EXPOSED	CF	1	\$ 700.00	\$ 700.00
144	N/A	NCI-12	CONCRETE SPALL REPAIR, VERTICAL/OVERHEAD SURFACE, REINFORCEMENT EXPOSED	CF	1	\$ 750.00	\$ 750.00
145	N/A	NCI-13	CONCRETE SPALL REPAIR, HORIZONTAL SURFACE, REINFORCEMENT NOT EXPOSED	CF	1	\$ 700.00	\$ 700.00
146	N/A	NCI-14	CONCRETE SPALL REPAIR, HORIZONTAL SURFACE, REINFORCEMENT EXPOSED	CF	1	\$ 750.00	\$ 750.00
147	N/A	NCI-15	CONCRETE PILE SPALL REPAIR, REINFORCEMENT NOT EXPOSED	CF	1	\$ 800.00	\$ 800.00
148	N/A	NCI-16	CONCRETE PILE SPALL REPAIR, REINFORCEMENT EXPOSED	CF	1	\$ 850.00	\$ 850.00
149	N/A	NCI-17	PEDESTRIAN/ BICYCLE RAILING, STEEL ONLY, TYPE 1	LF	1	\$ 450.00	\$ 450.00
150	N/A	NCI-18	PAINT EXIST STRUCT STEEL, PAINT AND EPOXY SURETONE	SF	1	\$ 325.00	\$ 325.00
151	N/A	NCI-19	ALUMINUM SHEET PILE/VINYL SHEET PILE	SF	1	\$ 200.00	\$ 200.00
152	N/A	NCI-20	SANDBLAST STEEL	SF	1	\$ 125.00	\$ 125.00
153	N/A	NCI-21	REPLACE WOOD RAILING WITH PLASTIC WOOD RAILING	LF	1	\$ 600.00	\$ 600.00
154	N/A	NCI-22	CONSTRUCT 3,000 PSI CONCRETE FOOTER W/#5 REBAR - N. END 0.7 CY	EA	1	\$ 3,500.00	\$ 3,500.00

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CC CONTRACT - PRICE SHEET - SUMMARY OF PAY ITEMS

ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
155	N/A	NCI-23	SIMPSON HU28-2 - GALVANIZED - JOIST HANGERS	EA	1	\$ 25.00	\$ 25.00
156	N/A	NCI-24	SIMPSON MTS16 - GALVANIZED - TWIST STRAPS	EA	1	\$ 30.00	\$ 30.00
157	N/A	NCI-25	SIMPSON TB27 - GALVANIZED - TENSION BRIDGE STRAPS	EA	1	\$ 35.00	\$ 35.00
158	N/A	NCI-26	TAPCON BLUE CLIMASEAL HEX HEAD 1/4" x 2-1/4" CONCRETE SCREWS	Box	1	\$ 600.00	\$ 600.00
159	N/A	NCI-27	2" x 8" x 14' PRESSURE TREATED SOUTHERN YELLOW PINE #2 BOARD	EA	1	\$ 200.00	\$ 200.00
160	N/A	NCI-28	4" x 6" x 8' PRESSURE TREATED SOUTHERN YELLOW PINE #2 POST	EA	1	\$ 250.00	\$ 250.00
161	N/A	NCI-29	3" x #10 GALVANIZED DECK SCREWS	LB	1	\$ 300.00	\$ 300.00
162	N/A	NCI-30	EXTERIOR GRADE POLYURETHANE CONSTRUCTION ADHESIVE - LARGE TUBE	EA	1	\$ 75.00	\$ 75.00
163	N/A	NCI-31	EXTERIOR GRADE PRIMER/PAINT LATEX LIGHT GRAY	GAL	1	\$ 250.00	\$ 250.00
164	N/A	NCI-32	5/8" x 12" GALVANIZED BOLT OR THREADED ROD WITH WASHERS & NUTS	EA	1	\$ 150.00	\$ 150.00
165	N/A	NCI-33	ARMORGUARD 15/16 IN. 5 1/4 IN. x 20 FT. SEASIDE GRAY STRAIGHT EDGE CAP COMPOSITE DECKING	EA	1	\$ 250.00	\$ 250.00
166	N/A	NCI-34	ARMOURGUARD COMPOSITE DECK SCREWS	EA	1	\$ 25.00	\$ 25.00
167	N/A	NCI-35	0.60 TREATMENT FOR LUMBER (≥ 3" THICK)	MB FT	1	\$ 25,000.00	\$ 25,000.00
168	N/A	NCI-36	0.40 TREATMENT FOR LUMBER (< 3" THICK)	MB FT	1	\$ 15,000.00	\$ 15,000.00
169	N/A	NCI-37	BRIDGE (WOODEN) DEMOLITION	MB FT	1	\$ 5,500.00	\$ 5,500.00
170	N/A	NCI-38	8D NAILS	BOX	1	\$ 125.00	\$ 125.00
171	N/A	NCI-39	16D NAILS	BOX	1	\$ 150.00	\$ 150.00
172	N/A	NCI-40	40D NAILS	BOX	1	\$ 500.00	\$ 500.00
173	N/A	NCI-41	5/8" Ø x 12" TIMBER BOLT WITH 1 NUT, 1 WASHER (GALVANIZED)	EA	1	\$ 250.00	\$ 250.00
174	N/A	NCI-42	5/8" Ø x 14" TIMBER BOLT WITH 1 NUT, 1 WASHER (GALVANIZED)	EA	1	\$ 300.00	\$ 300.00
175	N/A	NCI-43	5/8" Ø x 12" HEX BOLT WITH 1 NUT, 2 WASHERS (GALVANIZED)	EA	1	\$ 175.00	\$ 175.00
176	N/A	NCI-44	5/8" Ø x 14" HEX BOLT WITH 1 NUT, 2 WASHERS (GALVANIZED)	EA	1	\$ 200.00	\$ 200.00

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ROW No.	FDOT ITEM No.	COUNTY ITEM No.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL COST
177	N/A	NCI-45	3/4" Ø x 14" HEX BOLT WITH 1 NUT, 2 WASHERS (GALVANIZED)	EA	1	\$ 225.00	\$ 225.00
178	N/A	NCI-46	7/8" Ø x 14" HEX BOLT WITH 1 NUT, 2 WASHERS (GALVANIZED)	EA	1	\$ 250.00	\$ 250.00
179	N/A	NCI-47	7/8" Ø x 16" HEX BOLT WITH 1 NUT, 2 WASHERS (GALVANIZED)	EA	1	\$ 350.00	\$ 350.00
180	N/A	NCI-48	ATTACH PVC PIPE (WITH PIPE CLAMPS)	EA	1	\$ 900.00	\$ 900.00
181	N/A	NCI-49	ASPHALT REPAIR	TN	1	\$ 900.00	\$ 900.00
182	N/A	NCI-50	SEAL WOOD DECK (TOP)	SF	1	\$ 55.00	\$ 55.00
183	N/A	NCI-51	RAIL CAPS	EA	1	\$ 300.00	\$ 300.00
184	N/A	NCI-52	REPAIR HANDRAIL AT NORTHWEST CORNER	LS	1	\$ 100.00	\$ 100.00
185	N/A	NCI-53	CLEAN STEEL BRIDGE DECK AND RAILS	CD	1	\$ 6,500.00	\$ 6,500.00
186	N/A	NCI-54	REFLECTIVE SHEET	EA	1	\$ 500.00	\$ 500.00
187	N/A	NCI-55	GUARDRAIL END REFLECTORS	EA	1	\$ 500.00	\$ 500.00
188	N/A	NCI-56	FENCE SPECIAL POST 5'	EA	1	\$ 500.00	\$ 500.00
189	N/A	NCI-57	#10 SCREWS SS	BOX	1	\$ 600.00	\$ 600.00
190	N/A	NCI-58	FENCE SPECIAL POST 6'	EA	1	\$ 500.00	\$ 500.00
191	N/A	NCI-59	ALUM 2X2X1/4"(6")ANGLE W/4 SCREWS EACH	EA	1	\$ 150.00	\$ 150.00
192	N/A	NCI-60	FENCE SPECIAL POST 5'	EA	1	\$ 500.00	\$ 500.00
193	N/A	NCI-61	FENCE SPECIAL POST 5'	EA	1	\$ 600.00	\$ 600.00
194	N/A	NCI-62	REPAIR HANDRAIL AT NORTHWEST CORNER	LS	1	\$ 200.00	\$ 200.00
195	N/A	NCI-63	SEAL JOINTS IN BOX CULVERT	LF	1	\$ 175.00	\$ 175.00
196	N/A	NCI-64	REMOVE ROCK FASCIA FROM OUTSIDE WEB	SY	1	\$ 250.00	\$ 250.00
197	N/A	NCI-65	PAINT ROCK PATTERN ON OUTSIDE WEB	SY	1	\$ 600.00	\$ 600.00
TOTAL BID							\$ 373,356.00

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal (if applicable)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____.

(name of person making statement)

Signature of Notary Public

Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION FORMS

EXHIBIT TO THE AGREEMENT

TO BE PROVIDED TO THE CONTRACTOR WITH THE AGREEMENT

Application for Payment..... C-01

Continuation Sheet for Application for Payment C-01 (2)

Change Order Form C-02

Shop Drawing Submittals..... C-03

Authorized Field Change (AFC) C-04

Certificate of Substantial Completion..... C-05

Certificate of Final Completion C-06

Contractor’s Release C-07

Contractor’s Waiver of Lien (Partial) C-08

Subcontractor’s Waiver of Lien (Partial) C-09

Contractor’s Waiver of Lien (Final and Complete)..... C-10

Subcontractor’s Waiver and Release of Lien (Final) C-11

Consent of Surety to Final Payment..... C-12

Any manipulations of these documents would be grounds for fraud and misrepresentation.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR PAYMENT

Contract for: _____ Payment Application No.: _____

County Contract No.: _____ CIP No.: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by County	\$ _____	\$ _____
Total approved this month	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	

1. ORIGINAL CONTACT SUM \$ _____

2. NET CHANGE BY CHANGE ORDER \$ _____

3. CONTACT SUM TO DATE (Line 1 & Line 2) \$ _____

4. TOTAL COMPLETED AND STORED TO DATE..... \$ _____

5. RETAINAGE:

(a) _____ % of Completed Work \$ _____

(b) _____ % of Stored Material \$ _____

Total Retainage (Lines 5a + 5b, or Total in Column 1) \$ _____

6. TOTAL EARNED LESS RETAINAGE \$ _____

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ _____

(Line 6 from Prior Payment Application)

8. CURRENT PAYMENT DUE..... \$ _____

9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 minus Line 6)..... \$ _____

The undersigned Contractor certifies that (1) all previous payments for Work performed have been applied to discharge in full all obligations on the Contractor incurred in connection with Work covered by prior payment applications (1 through _____) under this Agreement; (2) all Materials and Equipment incorporated in the project are free and clear of liens, security interests and encumbrances; (3) all previous payments have been applied to pay in full, minus retainage, all amounts owed to its subcontractors and suppliers; (4) all information provided is true and accurate.

CONTRACTOR: _____ **DATE:** _____

By: _____ (Print) _____ (Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____.(name of person making statement)

Signature of Notary Public – State of Florida

Print/Type/Stamp Commissioned Name of Notary Public

Personally Known OR _____ Produced Identification Identification Type: _____

COUNTY: In accordance with the Contract Documents, the undersigned recommend payment as presented.

Engineer: _____ Date: _____

Project Manager: _____ Date: _____

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT

Containing Contractor's signed certification is attached

APPLICATION #:
APPLICATION DATE:
PERIOD TO:
PROJECT #

[illegible]

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CHANGE ORDER
CONSTRUCTION PROJECTS

CONTRACTOR: _____

Date: _____

Contract No.: _____

Project Name: _____

Change Order No.: _____

Work Order No.: (if applicable) _____

Original Contract / Work Order Amount:

\$ _____

Amount prior to this Change Order, if different:

\$ _____

Change Order Amount: ☐ Increase ☐ Decrease ☐ No Change

\$ _____

Revised Contract / Work Order Amount including this Change Order:

\$ _____

Change Order Time: ☐ Increase ☐ Decrease ☐ No Change

_____ Days

Date of Substantial Completion through this Change Order:

Date of Final Completion through this Change Order:

Waiver: This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract / Work Order Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between the County and Contractor that the Change Order represents an equitable adjustment to the Agreement and that Contractor will waive all rights to file a contract claim of any nature on this Change Order. Execution of this Change Order constitutes Contractor's acceptance and satisfaction that it is entitled to no more costs or time, direct, indirect, impact, etc., pursuant to this Change Order.

Acknowledgements: The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed by the County and the Contractor that the approval of this Change Order will have no effect on the original Agreement other than matters expressly provided herein.

This Change Order _____ does or _____ does not involve changes to the design of the project, which would require the approval and signature of the Architect or Engineer of Record and County Project Manager.

County Project Manager:

Architect / Engineer of Record:

Contractor:

Name: _____

Address: _____

Sign: _____

Date: _____

PURCHASING AND CONTRACTS DIVISION:

Signature: _____

Date: _____

Procurement Administrator

As authorized by Section 3.554, Seminole County Administrative Code

WITNESS: _____

WITNESS: _____

☐

For Board approved Items:

Meeting Date: _____

Item # _____

Seminole County Board of County Commissioners

SHOP DRAWING SUBMITTALS

Date: _____

Submittal #: _____

ENGINEER OF RECORD:

CONTRACTOR:

Attention: _____
Project Manager

Project Name: _____

Contract No.: _____ CIP# _____ Contractor: _____

Item No.	Copies	Description	Previous Submission No.	Specification Section(s)	Plan Sheet No.

Contractor's Authorized Representative: _____

TO BE COMPLETED BY ENGINEER OF RECORD:

Item No.	Copies	Resubmit		Comments
		Yes	No	

Engineer of Record: _____

Date: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

AUTHORIZED FIELD CHANGE (AFC)

FIELD ORDER NO.:	
AGREEMENT TITLE:	
CONTRACT NO.:	
CIP #:	
CONTRACTOR:	
ARCHITECT/ENGINEER:	
AGREEMENT DATE:	
CONTRACT DAY:	_____ OF _____
<p>Note: An AFC is not an instrument that amends the Contract Documents. This AFC issued by ENGINEER to CONTRACTOR authorizes minor variations in the Work and not a change in the Work. An AFC does not entitle CONTRACTOR to any adjustment in Contract Price or Contract Time. FINAL AS-BUILT PLANS WILL REFLECT AFC.</p>	

I. Minor Variations Authorized:	
II. Justification	
III. Acknowledgements: Mutually agreed to by the CONTRACTOR and the COUNTY.	
This AFC authorized by: Includes ____ attachments:	_____ ARCHITECT/ENGINEER By: _____ Date: _____
Receipt of this AFC: Acknowledged By:	_____ CONTRACTOR By: _____ Date: _____

Seminole County Board of County Commissioners

CERTIFICATE OF SUBSTANTIAL COMPLETION

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by CONTRACTOR within _____ calendar days of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents, including "As-Built" drawings.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Executed by County's PROJECT MANAGER on the _____ day of _____, 20____

PROJECT MANAGER:

Print Name

Signature

Seminole County Board of County Commissioners

CERTIFICATE OF FINAL COMPLETION

Construction Projects

Contractor: _____ Date: _____

Contract No.: _____ Project Name: _____

Master Agreement (if applicable): _____

CIP No.: _____

This Certificate of Final Completion applies to all work under the Contract Documents.

To: _____ (Print)
Architect/Engineer of Record

To: _____ (Print)
Contractor

To: Seminole County Board of County Commissioners or Designee

The Work to which this Certificate applies has been inspected on _____ (date) by authorized representatives of CONTRACTOR, and ARCHITECT/ENGINEER, and that Work is hereby declared to be finally completed in accordance with the Contract Documents on:

Date of Final Completion

This Final Completion Certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ARCHITECT/ENGINEER on the _____ day of _____, 20____

ARCHITECT/ENGINEER:

Print Name

Signature

Accepted by CONTRACTOR on the _____ day of _____, 20____

CONTRACTOR:

Print Name

Signature

Accepted by SEMINOLE COUNTY on the _____ day of _____, 20____

WITNESSES:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Procurement Administrator

**As authorized by Section 3.554, Seminole County
Administrative Code**

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S RELEASE

This Release must be submitted simultaneously with the Contractor's request for Final Payment and Subcontractor Affidavits.

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

BEFORE ME, the undersigned authority in said County and State, appeared _____
_____ (Name of Affiant) who, being duly sworn and personally know to me,
deposes and says that he/she is _____ (Title of Affiant) of _____
_____ (Full Legal Company Name), a company and/or corporation authorized to do business
under the laws of Florida, which is the CONTRACTOR on _____
_____ (Agreement Title), located in Seminole County, Florida, dated the ____ day of
_____, 20____, that the deponent is duly authorized to make this affidavit by resolution of the Board of
Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement
has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been
approved by the COUNTY's Architect/Engineer; that there are no bills remaining unpaid for labor, Materials, or
otherwise, in connection with said Agreement and Word, and that there are no suits pending against the
undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or
otherwise under this Agreement.

Affiant further says that the final estimate in the amount of \$ _____ which has been submitted
to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the
COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final
estimate in the amount of \$ _____ will operate as a full and final release and discharge of the
COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement.
Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of
this release as spelled out in the Contract Documents.

Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this ____ day
of _____, 20____, by _____
(Name of Affiant)

Signature of Notary Public – State of Florida

Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.: _____

From: _____
Full Legal Name of Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the _____ day of _____, 20 ____, between the Contractor and Seminole County for the following project: _____.

CONTRACTOR CERTIFIES THAT:

1. All Work covered by Application For Payment No: _____ has been performed in accordance with the terms of the Contract Documents;
2. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
3. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
4. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Witness: _____

Signature – Contractor's Representative

Witness: _____

Printed Name & Title

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.

Name of Person making statement

Signature of Notary Public – State of Florida

Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER OF LIEN (Partial)

Copy of Waiver to be submitted with Each Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

CIP No.: _____

From: _____
Full Legal Name of Sub-Contractor

To: Seminole County Board of County Commissioners

Pursuant to the Contract, identified above, entered into on the _____ day of _____, 20 ____, between the Contractor and Seminole County for the following project: _____.

SUB-CONTRACTOR CERTIFIES THAT:

1. The materialmen, subcontractors, mechanics, and laborers have been paid from previous payments received from the County on account of Work performed;
2. All Material and Equipment obligations of the Contractor have been paid from previous payments received from the County on account of Work performed; and
3. All just and lawful claims of the Contractor arising out of the performance of the Work covered by this Application for Payment have been paid and satisfied.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Witness: _____

Signature – Sub-Contractor's Representative

Witness: _____

Printed Name & Title

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.
Name of Person making statement

Signature of Notary Public – State of Florida

Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Waiver to be submitted with Final Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the _____ (Title) of _____ (Full Legal Name of Contractor), Contractor in a Contract entered into between the Contractor and Seminole County for the _____ (Agreement Title) and that he is authorized to and does make this affidavit on behalf of the Contractor.

THE AFFIANT FURTHER DEPOSES AND STATES THAT:

1. All Work has been performed in accordance with the terms of the Contract Documents, the Contractor alone has made all subcontracts, and the Contractor and his subcontractors have purchased all materials and fixtures and employed all labor in the performance of the Work.
2. All laborers, materialmen, mechanics, manufacturers and subcontractors who have furnished any one or all of the following: services, labor, fixtures, or materials have been satisfied and paid in full for the Work performed, and for materials, fixtures, and/or services supplied, and that the Contractor is not indebted to any person or firm in connection with the Work in any amount whatsoever.
3. There are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suit, lien or demand that could be asserted against either the County or the Contractor.
4. All Bonds and Insurance policies required by the Contract are presently in effect and shall not be permitted to expire within the time periods stated in the Contract Documents.
5. This affidavit is made for the purpose of inducing the County to make Final Payment, and acceptance of such Final Payment by the Contractor shall release the County from any further liability under the Contract Documents.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20 ____.

Witness: _____

Signature – Contractor's Representative

Witness: _____

Printed Name & Title

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this _____ day of _____, 20__, by _____.

Name of Person making statement

Signature of Notary Public – State of Florida

Print, Type, Stamp Commissioned Name of Notary Public

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced: _____

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

SUB-CONTRACTOR'S WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

Copy of Waiver to be submitted with Contractor's Final Pay Request

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

State of: _____ County of: _____

_____ (Affiant), being duly sworn according to law, deposes and states that he/she is the
_____ (Title) of _____ (Full Legal Name of
Subcontractor), Subcontractor/Vendor/Lienor to the above Contractor under Contract with Seminole County for the _____
_____ (Agreement Title) and that he is authorized to and does make this affidavit
on behalf of the Subcontractor.

The undersigned, in consideration of the final payment in the amount of \$ _____, hereby waives its lien and right
to claim a lien for labor, services, or materials furnished to _____ (Contractor) on the
above listed project to the following described property:

Property Address: _____

Tax Parcel Number: _____

Legal Description: _____

IN WITNESS WHEREOF, the undersigned has signed this instrument this _____ day of _____
_____, 20____.

Signature of Subcontractor's Representative

Title

STATE OF FLORIDA

COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on
this ____ day of _____, 20____, by _____ (Name of Affiant), who
is personally known to me or who has produced _____ as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Commissioned Name of Notary Public

Title or Rank

Serial Number (if any)

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

CONSENT OF SURETY TO FINAL PAYMENT

Agreement Title: _____ County Contract No.: _____
Construction Contract # OR Master Services Agreement # & Work Order #

Contractor: _____ CIP No.: _____

We, _____ (Name of Surety), having heretofore executed Performance and Payment Bonds for the above named Contractor covering the Project referenced above in the sum of _____ Dollars (\$) hereby agree that the County may make full payment of the final estimate, including the retained percentage, to said Contractor. The Surety concurs that full payment to the Contractor is appropriate and the Surety expressly releases the County from all liability to Surety resulting from full payment to the Contractor.

It is fully understood that the granting of the right to the County to make payment of the final estimate to the Contractor and/or his assigns shall in no way relieve this Surety of its obligations under its bonds as set forth in the Contract Documents and Bonds pertaining to the above referenced Project. By execution of this Consent, Surety specifically acknowledges that, in the event it is discovered that the Contractor has failed to pay any subcontractors under this Project, the Surety will make such payments as are due, either in whole or in part, and hold the County harmless therefrom.

IN WITNESS WHEREOF, _____ (Name of Surety) has caused this instrument to be executed on behalf of its _____ and its duly authorized attorney-in-fact, and its corporate seal shall be affixed, on this _____ day of _____, 20 ____.

Signature – Surety's Representative

Signature – Attorney-in-Fact

*Power of Attorney must be attached if signed by Attorney-in-Fact

Printed Name & Title

STATE OF FLORIDA
COUNTY OF: _____

The Foregoing instrument was acknowledged before me by means of ☐ physical presence OR ☐ online notarization, on this _____ day of _____, 20____, by _____ (Name of Affiant), who is personally known to me or who has produced _____ as identification.

Signature of Notary Public – State of Florida

Printed/Typed/Stamped Commissioned Name of Notary Public

Title or Rank

Serial Number (if any)

Agreement Name: Master Services Agreement for Miscellaneous Bridge Repairs

Agreement Number: CC-4941-23/RTB

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number CC-4941-23/RTB are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 25th day of May, 2023.

Proshot Concrete, Inc
Consultant Name

By: Anthony M. Dill
Print/Type Name: Anthony McDougale
Title: President

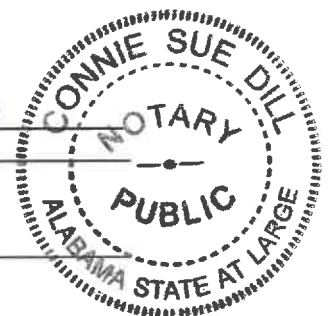


STATE OF Alabama

COUNTY OF Lauderdale

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 25th day of May, 2023, by Anthony McDougale (Full Name of Affiant).

Connie Sue Dill
Print/Type Name Connie Sue Dill
Notary Public in and for the County
and State Aforementioned
My commission expires: 7/26/2026



E-Verify Affidavit
Revised 5/19/2021

ADDENDUM A
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

Definitions

The term “Contractor”, as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term “Contract”, as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

General Provisions

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration’s Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the “FEMA Requirements”) apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

- 1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”. Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- (1)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
- (1)
 - (1) The Contractor certifies, by signing this Addendum, to the best of Contractor’s knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

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

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

16. Build America Buy America Act ("BABAA") (FEMA Interim Policy #207-22-0001)

Contractor acknowledges that section 70914 of the Build America, Buy America Act (BABAA), §§ 70901-53, requires all federal agencies, including FEMA, to ensure that no federal financial assistance for infrastructure projects is provided unless all of the iron, steel, manufactured products, and construction materials used in the project produced is the United States.

Contractor shall abide by FEMA's implementation of the BABAA requirements including but not limited to complying with the following domestic preference requirements:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

If the funding provided triggers BABAA requirements, Contractor must abide by the regulations unless a FEMA waiver provides deviation from these regulations.

Additional FEMA Provisions

17. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

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

18. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act
- 4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

19. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)

Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.

20. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)

Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the

County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.

21. Performance and Payment Bonds. (Applicable to all FEMA contracts)

If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.

22. Materials and Supplies. (Applicable to all FEMA contracts)

All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.

23. Subcontracts. (Applicable to all FEMA contracts)

To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

GLK

1/20/23

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