

THE CITY OF DAYTONA BEACH
TEMPORARY TRAFFIC CONTROL (TTC) SERVICES ANNUAL TERM CONTRACT
INVITATION TO BID No. 19531
NIGP COMMODITY CODE 96884, 96877



THE CITY OF DAYTONA BEACH
PUBLIC WORKS – TRAFFIC ENGINEERING
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115

Issue Date: June 7, 2019

Non-Construction Service Bid BP 10/25/2018

Bidders who wish to receive updates for this solicitation must ensure they have registered under the Commodity Code above at: <https://purchasing.codb.us>, click Vendor Registration.

INVITATION TO BID

The City of Daytona Beach, Florida, will receive bids for **TEMPORARY TRAFFIC CONTROL SERVICES ANNUAL TERM CONTRACT, Invitation to Bid No. 19531**, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on June 27, 2019**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

Sealed bids must be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, Fl., 32114

with "Sealed Bid for Citywide TEMPORARY TRAFFIC CONTROL SERVICES ANNUAL TERM CONTRACT, ITB No. 19531" plainly written on the outside of the envelope.

The work generally consists of the provision of as-needed Temporary Traffic Control services and rental of Arrow Sign and Portable Changeable Message Signs (PSMS) for scheduled and emergency infrastructure maintenance and for special events produced by independent promoters. Services must be provided by staff TTC certified by FDOT and TTC plans must be provided by staff certified in TTC Design and Production by FDOT.

Bid Documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading bid documents. Contract Documents, including Drawings and Technical Specifications are on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. All inquiries pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

A Non-Mandatory Pre-Bid Conference will be conducted on **June 20, 2019 at 3:00 PM**, in the Main Conference Room at Daytona Beach Public Works, 950 Bellevue Ave., Daytona Beach, Florida, 32115. Interested Bidders are *urged* to attend.

The City of Daytona Beach, Florida, reserves the right to accept or reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City of Daytona Beach for a period not to exceed sixty (60) days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidders prior to awarding the contract. Contractors submitting bids to the City must comply with Article III of Chapter 30 of the Code of the City of Daytona Beach, Florida, "Minority and Women Owned Business Enterprises.

THE CITY OF DAYTONA BEACH
VOLUSIA COUNTY, FLORIDA
By: JOANNE FLICK, PURCHASING AGENT

Issue Date: June 7, 2019

INSTRUCTIONS TO BIDDERS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR GENERAL SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.

1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Standard Terms and Conditions; the Bid Proposal Form to be completed, signed, and submitted by the Bidder; and all additional forms provided by the City as part of this solicitation that are required to be completed and submitted by the Bidder as part of the Bid, regardless of whether these forms are described herein as exhibits or attachments to the Bid Proposal Form. Together, the Bid Proposal Form and the additional forms required to be submitted by the Bidder as part of the Bid, constitute the "Bid Package."

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

2. COMPLETING THE BID. In submitting the Bid, the Bidder must complete and include all Bid Package documents. In order for the Bid to be considered complete:

A. The Bidder must submit the information required, only on the forms provided by the City as part of the Bid Package, except where the Bid Documents specifically permit or require otherwise.

B. The City requests that the Bidder submit only the Bid Package. If the Bidder submits a Bid that includes any documents other than the Bid Package, these extraneous documents will be discarded. Only if the City awards a contract to Bidder will the Bidder be asked to sign the form contract included in this solicitation.

C. The Bid Proposal Form and the other documents included in the Bid Package, all contain blank spaces that the Bidder must complete. The Bidder must fill in these blank spaces in ink or by typewriter, and must initial with ink, all corrections and erasures to the information provided by the Bidder in these blank spaces.

D. Unless this solicitation contains Special Instructions allowing for partial or lot-by-lot bids, the Bidder must quote all unit prices and extended unit prices (if any) set forth in the Bid Package. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Package.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kind.

I. All other submittal requirements stated herein must be met.

3. SIGNING THE BID. The Bid Proposal Form, and all other Bid Package documents requiring the Bidder's signature, must contain an original signature of an individual who is authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. Electronic signatures will not be accepted. In addition:

A. If the Bidder is a general partnership, its name and address must be stated, as well as the name and address of each member of the firm or partnership.

B. If the Bidder is a joint venture, the Bidder must provide on separate signed sheet(s) of paper along with the Bid Proposal documents provided by the City, the full legal names of all persons/firms comprising the joint venture.

C. The person signing the Bid Proposal Form on behalf of the Bidder must be the same person who signs all of the other Bid Package documents.

4. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid Documents or any other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth below for delivery of the completed bid. Such requests must be received prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation of the Bid Documents issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

Deadline for submitting questions will be 10 calendar days prior to bid due date.

No oral clarification or interpretation will be binding.

5. ADDENDA TO BID DOCUMENTS. Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda for additions or alterations to these Instructions, the Bid Documents, and to any Scope of Work, or other Contract Documents previously supplied by the City. In addition, the City may by addendum extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential bidders of the issuance of an Addendum. The Purchasing Agent will post Addenda on the City's official web site. The City's Purchasing web site address is <http://purchasing.codb.us>.

However, the Bidder is solely responsible for ensuring that the Bid Package submitted reflects all such Addenda.

6. BID ENVELOPE. The Bid, including the Bid Form, all required Bid Documents, must be returned in an opaque, sealed envelope. The envelope must display the name and address of

the Bidder, the bid number and title of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent
City of Daytona Beach
Room 146
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

7. SUBMISSION OF BID. The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

8. AMENDMENT AND WITHDRAWAL OF BID. The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid Package, along with a written statement, signed by the same person who signed the Bid Package documents, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 8.

9. DISQUALIFICATION OF BIDDERS.

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among bidders, the City will reject the bids of all participants in the collusion.

10. BID OPENING. Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time- and date-stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

11. UNIT PRICING AND QUANTITIES. If this solicitation requests submission of unit prices: (i) the successful Bidder will hold all unit prices bid, firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii)

quantities stated as an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

12. THE BID IS AN OFFER. In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following bid opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City and the Successful Bidder.

13. FEDERAL TAXES. The Bid Price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item Bid Price. Tax exemption certificates will be furnished upon request.

14. BID PRICE INCLUSIVE OF COSTS. The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

15. PUBLIC RECORDS. Sealed bids received by the City pursuant to the Invitation to Bid will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, all bids will be open for a personal inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is exempt from disclosure under the public records law, the Bidder must state the grounds for this position in CAPITAL LETTERS on the cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

16. BID OPENING RESULTS. The Bidder may secure information pertaining to Bid Opening results by visiting the Purchasing webpage, <http://purchasing.codb.us> and clicking the link to Public Solicitations then clicking the "Expired" tab, by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 5:00 pm, or by emailing a request to purchasing@codb.us. Copies of bid tabulation sheets will be furnished upon request and receipt of a self-addressed stamped envelope.

17. BIDDER CAPABILITY/REFERENCES. Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate the Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

18. REVIEW; BASIS OF AWARD. Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the City Purchasing Code (Chapter 30 of the City Code of Ordinances). Any contract award pursuant to the Invitation to Bid will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

19. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local VENDOR" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local VENDOR, and a bid submitted by a local VENDOR is within 10% of the lowest bid, then these two VENDORS will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local VENDOR and a non-local VENDOR, the bid will be awarded to the local VENDOR.

If the Bidder intends to qualify as a local VENDOR, the Bidder must complete and sign the Local VENDOR affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local VENDOR affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local VENDOR, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

20. IDENTICAL TIE BIDS. If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c). Please see the Drug Free Workplace form incorporated into this Invitation.

21. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.

22. RESERVED

23. CONTRACT DOCUMENTS. The draft Contract that will be executed by the City and the successful Bidder is included in these Bid Documents. The Contract will include, by attachment

or by reference, the Bid Documents (including Addenda and Standard Terms and Conditions), the Bid Package submitted by the successful Bidder, the Resolution or Ordinance awarding the bid, any purchase orders requisitioning goods pursuant to the Contract, and any amendments that may after the date of award be executed by the successful bidder, if any, and the City. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth in this Contract.

24. PURCHASE ORDERS. All purchase orders issued pursuant to the Contract will be deemed to incorporate all terms and conditions of the Contract regardless of whether the Contract or Contract Documents are expressly referenced therein. In case of conflicts between a purchase order any other with provisions of the Contract Documents, the other provisions of the Contract Documents will control.

25. PUBLIC ENTITY CRIMES. Any party submitting a bid in response to this invitation must execute the enclosed Form PUR 7068, "SWORN STATEMENT UNDER SECTION 287.133(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES," and enclose it with the bid/proposal. The form is included on the bid proposal pages of the Bid Documents. All blank spaces in the Form must be completed.

26. SUBMISSION OF INSURANCE. The Successful Bidder must submit any required insurance on or before submission of the signed contract or prior to issuance of a notice to proceed.

27. COMPLIANCE WITH LAWS. The Bidder will be responsible for complying with all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work.

The Successful Bidder must always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees, including the Occupational Safety and Health Administration's (OSHA) Excavation-Safety Standard, 29 C.F.R. § 1926.650 Sub Part P, and Chapter 90-96 Florida Statutes.

The Successful Bidder will protect and indemnify City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by the Successful Bidder, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of bid submittal. Required licensure must be maintained in full force and effect during the contract term.

28. MAINTENANCE OF LICENSES. The Bidder will maintain all required licenses in full force and effect during the contract term.

29. CITY'S FORM TERM SERVICES CONTRACT. The City's form service contract, which is included in this solicitation, contains additional terms and conditions, including indemnification and insurance requirements, that the Bidder should review prior to submitting the Bid. The City

reserves the right to make minor changes to the form contract prior to execution by the successful bidder to correct errors, make other minor formatting changes, or for legal sufficiency. The City will provide the successful bidder the final contract for execution.

30. BIDDER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

31. COOPERATIVE PURCHASING. All bidders awarded contracts from this solicitation are required to permit governmental entities in Volusia County to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs. At the option of the awarded Proposer, the use of the contract resulting from this solicitation may be extended to other governmental agencies, cities, counties, and political subdivisions.

SPECIAL INSTRUCTION SHEET

SI 1 NON-EXCLUSIVE CONTRACT. Award of this Contract will impose no obligation on the part of the City to use the successful Bidder for all work of this type that may be required during the Contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if the City deems such action to be in the City's best interests. In the case of multiple term contracts, this provision will apply separately to each item.

SI 2 REQUIRED SUBMISSIONS

Complete Attachment A, listing all current TTC Certified employees, and all TTC planning and design certified employee. Attach each certified employee's TCC certification

Complete Attachment B, listing all TTC equipment, arrow boards, and PCMS's.

SI 3 REFERENCES

Bidders may be requested to submit evidence of prior similar project experience and project references after bid opening to demonstrate sufficient experience to perform the TTC services and determine Bidder responsibility. The following information may be requested:

- Project description
- Scope of work
- Duration of the TTC project
- Owner's reference contact information

SUBMITTAL CHECKLIST

The following are items that are required to be considered responsive. Make sure that each blank is filled out. Use NA (not applicable) rather than leaving blank.

included	Item(s) Required
	Bid Proposal Form
	Bid Schedule
	Non-Collusion Affidavit
	Florida Public Entity Crime Form
	OSHA Safety Standard Certification
	Local Vendor Affidavit <i>only if filing for local preference</i>
	Drug Free Workplace / Tied Bids
	Attachment A – Current TTC Certified Staff
	TTC Certifications for all certified staff
	Attachment B – Inventory of TTC Equipment, Arrow Boards, PCMS
	CONTRACTOR'S FDOT TTC Certification
	Label the outer most package with the following: Bid Number Date of the Opening Contractor Name and Address

BID PROPOSAL FORM
TEMPORARY TRAFFIC CONTROL SERVICES ANNUAL TERM
CONTRACT
ITB #: 19531

TO THE MAYOR AND COMMISSIONERS
THE City OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: _____
(include P.O. Box/street address, city, state and zip code)

Business Phone: _____ Business Fax: _____
(include area code) (include area code)

Business Email: _____
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the facilities where the services are to be performed and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER has thoroughly examined the Contract Documents and that BIDDER is sufficiently knowledgeable of the services to be performed.
3. That, pursuant to and in compliance with the Bid Package, including all Contract Documents, the BIDDER hereby agrees to furnish all labor, materials, and equipment required to perform the services in strict accordance with the Contract Documents and for the Unit and/or Lump Sum prices herein for the prices stated in the attached Bid Schedule.
4. That BIDDER agrees to indemnify and hold harmless the City any other interests as set forth in the Contract Documents

BID PROPOSAL FORM, cont.

5. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the City will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, the Bidder will be entitled to payment based upon the services performed and accepted, as specified in the Contract Documents.

6. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

(*list any additional Addenda by number and date*): _____

7. That BIDDER has completed the required information required in this Bid Proposal Form and other documents comprising the Bid Package truthfully.

8. That this Bid is an offer, and may be accepted by the City's issuance of a Contract to the BIDDER. BIDDER will be fully bound by all contractual terms and conditions set forth herein; provided, however, that if the Bid Documents call for alternative bids any alternative bids not specifically accepted the City in the notice of award will not be a part of the Contract.

9. In the event that any notice needs to be sent during the course of any contract that may result from this solicitation please specify the name, address, phone, fax, and email of the person to contact.

Name: _____ Phone: _____

Address: _____ Fax: _____

Email: _____

(Remainder intentionally left blank)

BID PROPOSAL FORM, cont.

10. That BIDDER is *(mark the appropriate box and include the additional information, as applicable)*:

- An individual person/sole proprietor
- A Florida corporation/ limited liability company
- A foreign corporation/limited liability company authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- A Florida limited partnership
- A foreign limited partnership authorized to do business in Florida*
_____ (specify state of incorporation/formation)
- A general partnership (provide partner names on separate, signed sheet of paper)
- A joint venture**
- Other _____ (specify, including type of entity)

** (If BIDDER is a foreign corporation or foreign limited liability company, attach proof of registry from State of Florida)*

*** (provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.*

11. That the name, title, mail address, cell phone and email address of the person who will serve as the Designated Representative of BIDDER if the contract is awarded to BIDDER, is as follows:

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

Date signed: _____

By: _____
(Signature)

Printed Name: _____

Title: _____

BID SCHEDULE
TEMPORARY TRAFFIC CONTROL SERVICES
ANNUAL TERM CONTRACT
ITB NO. 19531

LINE ITEM	PAY ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
1	102-4	PEDESTRIAN DETOUR SPECIAL FURNISH, INSTALL AND REMOVE (FDOT INDEX 102-660)	100	SY	\$	\$
2	102-60 P	WORK ZONE SIGN POST MOUNT ASSEMBLY	30	ED	\$	\$
3	102-60 S	WORK ZONE SIGN STAND MOUNT ASSEMBLY	80	ED	\$	\$
4	102-61	BUSINESS SIGN (FDOT INDEX 102-600 SHEET 10)	12	ED	\$	\$
5	102-74-1	CONES	250	ED	\$	\$
6	102-74-1	BARRICADE, VERTICAL	50	ED	\$	\$
7	102-74-1	TYPE I BARRICADE	65	ED	\$	\$
8	102-74-1	TYPE II BARRICADE	80	ED	\$	\$
9	102-74-1	DRUMS	250	ED	\$	\$
10	102-74-2	TYPE III BARRICADE	30	ED	\$	\$
11	102-74-7	LONGITUDINAL CHANNELIZING DEVICE - PEDESTRIAN LCD	50	LF	\$	\$
12	102-76	ARROW BOARD	4	ED	\$	\$
13	102-99	PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)	4	ED	\$	\$
14		FLAGGER REGULAR HOURS (RG/HR)	20	HR	\$	\$

LINE ITEM	PAY ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT of MEASURE	UNIT PRICE	EXTENDED PRICE
15		FLAGGER AFTER HOURS (AH/HR)	20	HR	\$	\$
16		TTC PLAN DESIGN AND PRODUCE	6	EA	\$	\$
17		TTC SETUP AND BREAKDOWN CHARGE	4	LS	\$	\$
18	102.3.2	WORKSITE TRAFFIC SUPERVISOR PER FDOT SPECIFICATION REGULAR HOURS (RG/HR)	20	HR	\$	\$
19	102.3.2	WORKSITE TRAFFIC SUPERVISOR PER FDOT SPECIFICATION AFTER HOURS (AH/HR)	20	HR	\$	\$
20		TTC CREW MEMBER REGULAR HOURS (RG/HR)	20	HR	\$	\$
21		TTC CREW MEMBER AFTER HOURS (AH/HR)	20	HR	\$	\$
TOTAL ESTIMATE BID AMOUNT					\$	

Company Name: _____

Date signed: _____ By: _____
(Signature)

Printed Name: _____

Title: _____

**ATTACHMENT A
TTC CERTIFIED STAFF**

Provide the names of all full time staff TTC certified.
Provide the names of all full time staff TTC Planning and Design certified.
Use additional sheets as needed.

Include a copy of each staff member's TTC certification.

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Name: _____

Certification(s): TTC Certified TCC Planning and Design Certified

Company Name: _____

**ATTACHMENT B
EQUIPMENT INVENTORY**

List total number of each TTC device owned or leased by the Bidder. Use additional sheets as necessary

ITEM	TOTAL QTY
Traffic Cones	_____
Vertical Barricades	_____
Type I Barricade	_____
Type II Barricade	_____
Type III Barricade	_____
Drums	_____
LCD	_____
Arrow Board	_____
PCMS	_____
Work Zone Sign Post Mount Assembly	_____
Work Zone Sign Stand Mount Assembly	_____
List components needed for Work Zone Sign Post Mount Assembly	
_____	_____
_____	_____
_____	_____
List components needed for Work Zone Stand Mount Assembly	
_____	_____
_____	_____
_____	_____
Company Name: _____	

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

- (1) He is _____ of _____ the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(Signature)

Name Typed: _____

Title: _____

Bidder: _____

Subscribed and sworn to before me This _____ day of _____, 20____

(Signature of Notary Public)

My commission expires: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, insert the Social Security Number of the individual signing this
sworn statement above:

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined In Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
- (a) A predecessor or successor of a person convicted of a public entity crime, or

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months will be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, cont.**

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____ (Type of identification)

Notary Public - State of _____

By: _____

My commission expires _____

(Printed typed or stamped
commissioned name of Notary Public)

OSHA SAFETY STANDARD CERTIFICATION

The Bidder will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P. and Chapter 90-96 Florida Statutes.

Name of Bidder: _____

Signature

Name Typed: _____

Date: _____

The Bidder further certifies that the cost (which is included in his unit cost) of compliance with OSHA Safety Standard is as follows:

	<u>No. of Units</u>	<u>Unit of Measure</u>	<u>Unit Cost</u>	<u>Total</u>
1. Trench Excavation		L.F.	\$	\$
2. Sheeting/Shoring		S.F.	\$	\$

Bidder: _____

Signature: _____

Date: _____

Name Typed: _____

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF BIDDER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including, zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Bid Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)
My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1).
- 4) In the statement specified in subsection 1), notify the employees that, as a condition of working on the commodities or contractual services that are underbid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation occurring in the workplace no later than five days after such conviction.
- 5) Impose sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(Signature)

SCOPE OF WORK TEMPORARY TRAFFIC CONTROL (TTC)

I. BACKGROUND

A. The City of Daytona Beach currently utilizes Traffic Engineering Division resources to provide Temporary Traffic Control (TTC) services for scheduled and emergency infrastructure maintenance and for special events produced by independent promoters. Events and activities requiring TTC have become too large and too numerous for CITY resources to provide. In those cases the CITY has been utilizing private TTC firms' services. In addition, the CITY has been renting Portable Changeable Message Signs (PCMS's) and Arrow Boards as needed.

The Contract will streamline and simplify the process of obtaining TCC services and equipment rentals.

B. The City hosts between 15-25 Promoter/Producer generated special events annually that may require TTC services. Independent Promoters/Producers may be permitted to utilize the CONTRACTOR for TTC at the Contract unit prices, however, the Promoter/Producer is *not obligated* to use this Contract. The Promoter/Producer may hire the TTC CONTRACTOR of their choice provided that company meets the City and FDOT requirements necessary for performing TTC work within the City & State.

C. Contractors retained by the City to perform emergency or scheduled infrastructure maintenance activities are responsible for work zone TTC and are *not eligible* to use this contract.

D. The CONTRACTOR will provide TTC services including lane closures, road closures, detour routes, flagging operations, TTC Plan design, Portable Changeable Message Sign (PCMS) rental, and Arrow Board rental for maintenance activities for all City Departments. Scheduled infrastructure maintenance is an ongoing operation some of which will not require CONTRACTOR services. Emergency infrastructure maintenance activity is unpredictable. Not all operations will require CONTRACTOR services.

E. The Contract term is one year with 2 one-year renewal options.

F. The CITY will utilize TTC services on an "as needed" basis. The CONTRACTOR will provide services, including PCMS and Arrow Board rental and all types of TTC in support of:

- All City Departments. Typical activities include:
 - Emergency infrastructure maintenance activity
 - Scheduled infrastructure maintenance activity
 - Peabody Auditorium events / activities
 - Cultural Services events

- Promoters / Producers of special events. Typical areas of impact:
 - Downtown area (Beach St)
 - Midtown area (Mary McLeod Bethune Blvd)
 - Main St area
 - Atlantic Ave
 - Beachside Parking Garage areas (Earl St & Ora St)
 - LPGA (Municipal Stadium)

II. SCOPE OF WORK

A. The CONTRACTOR will provide TTC services during regular business hours, after regular business hours, or a combination of regular and after hours work. CONTRACTOR will be on site at the time specified by the CITY in writing on the Purchase Order authorizing the work.

1. “Regular Hours” of operation are 8:00 a.m. – 5:00 p.m. Monday through Friday, excluding City recognized holidays. The CONTRACTOR will be paid the “RG/HR” rate for crew, supervisor, and flagger hours worked during “regular hours”.

2. “After Hours” are times worked outside of Regular Hours. The CONTRACTOR will be paid the “AH/HR” rate for crew, supervisor, and flagger hours worked “After Hours”.

B. CONTRACTOR will supply all necessary materials, equipment, and staffing to establish and maintain the TTC work zone for the duration of the maintenance activity in accordance with FDOT 102-600 Series design standards and the MUTCD.

C. CONTRACTOR will ensure all materials and equipment utilized in the TTC work zone are in compliance with FDOT 102-600 series design standards and the MUTCD.

D. CONTRACTOR shall remain on-site for the duration of the maintenance activity when providing Flagger operations.

E. The CITY will notify CONTRACTOR 2 hours before completion of emergency maintenance activities that do not require CONTRACTOR to stay on-site to allow the CONTRACTOR time to return to the site, clear the work zone and establish normal traffic patterns.

F. If a scheduled maintenance activity is anticipated to conclude prior to the scheduled breakdown time, the CITY will notify the CONTRACTOR 2 hours in advance to allow CONTRACTOR to return to the site and be ready to breakdown and remove TTC materials from the work zone and establish normal traffic patterns.

G. The CONTRACTOR will ensure that all TTC materials are removed from public rights of way within 24 hours of completion of any maintenance activity. *Failure to*

removal all materials, devices, and equipment within 24 hours of completion of the CITY's maintenance or special event will result in the CITY reducing the amount due to the CONTRACTOR by 5% for each day the CONTRACTOR fails to remove the materials, devices, and equipment.

H. CONTRACTOR will supply all necessary materials, equipment, and staffing to establish and maintain the TTC work zone for the duration of the maintenance activity in accordance with FDOT 102-600 series design standards, the MUTCD, and the previously submitted TTC plan, if applicable.

1. CONTRACTOR will ensure all materials and equipment utilized in the TTC work zone are in compliance with FDOT 102-600 series design standards and the MUTCD.

2. Flagger operations require CONTRACTOR to be on-site for the duration of the maintenance activity.

I. TCC Plans

1. The CITY will issue a Purchase Order to the CONTRACTOR requiring the TTC Plan to be produced in accordance with FDOT Plans Preparation Manual Volume 2 Chapter 19 The CONTRACTOR will submit the TCC Plan to the CITY's Traffic Engineering Division for review and approval within 18 calendar days of receipt of the Purchase Order.

2. The CITY will review and either accept plan or ask for revisions to the plan within 7 calendar days. The CONTRACTOR will have 7 calendar days to revise and resubmit plan if revisions are needed. The CONTRACTOR will continue this process until the CITY notifies the CONTRACTOR that the plan is acceptable.

3. The CITY will inspect the TTC zone for compliance with the previously submitted TTC plan, MUTCD and the FDOT 102-600 series design standards.

J. SCHEDULED INFRASTRUCTURE MAINTENANCE. For the purposes of this bid, Scheduled Maintenance is defined as any routine infrastructure maintenance to take place at a predetermined time and place that has been planned by the CITY and noticed in advance to the CONTRACTOR. Work may take place during regular hours or after hours.

1. The CITY department needing TTC Services for scheduled maintenance will request a quote in writing from CONTRACTOR.

2. The CONTRACTOR will provide a written quote within 14 calendar days utilizing the Contract unit pricing.

3. The CITY will acquire the necessary permits for the work and TTC operation from the appropriate agency.

4. The CITY will coordinate with the CONTRACTOR to establish the date and time of the maintenance activity at least 10 calendar days in advance.

5. The CITY will send out notification to the following entities of impending closures:

- (DBPD) Daytona Beach Police Department: capricraig@dbpd.us
- (VCSO) Volusia County Sheriff's Department: lwilliams@vcso.us
- (FHP) Florida Highway Patrol: rodgercarpenter@flhsmv.gov
- (DBFD) Daytona Beach Fire Dept.: driscollru@dbfd.us
- Volusia County Traffic Engineering: jcheney@volusia.org
- VOTRAN: cmack@volusia.org
- VOTRAN: esuchsland@volusia.org

K. EMERGENCY INFRASTRUCTURE MAINTENANCE. An "emergency" is defined as any condition which is a threat to the health, welfare, or safety of citizens or property, or a condition that will adversely affect an essential public service as determined solely by the CITY.

1. CONTRACTOR will report to an emergency with equipment and labor to install the TTC on-site as requested by the CITY within 2 hours after notification from the CITY.

2. CONTRACTOR will provide a telephone number for response to emergency needs that is accessible to the CITY for 24 hours 7 days a week.

L. PORTABLE CHANGEABLE MESSAGE SIGNS RENTALS

1. CONTRACTOR will be issued a PO to program and deliver PCMS at least 10 days before delivery of equipment is required.

2. CONTRACTOR will supply, program, deliver, setup and remove Portable Changeable Message Sign(s). The CITY will specify delivery and pickup dates, times and locations as well as the message(s) to be programmed.

3. CONTRACTOR will provide the CITY access (i.e., keys, passwords) to the PCMS programming functions so the CITY may change the message(s) as needed.

4. PCMS Rental unit price includes delivery and pickup.

M. ARROW BOARD RENTALS

1. CONTRACTOR will be issued a PO to program and deliver Arrow Boards at least 10 days prior to requested delivery date.

2. CONTRACTOR will supply, deliver, setup, and remove Arrow Boards to the CITY on the specified dates, times and locations.

3. Arrow Board Rental unit price includes delivery and pickup.

III. BASIC REQUIREMENTS

A. Provide Temporary Traffic Control in accordance with section 102 of the current FDOT Standard Specifications

B. CONTRACTOR will utilizing staff FDOT TTC certified in accordance with Section 105-8.3 of the current FDOT Standard Specifications,

C. The CONTRACTOR will provide the following types of TTC services in conformance with Section 102 of the current FDOT Standard Specifications.

1. Flagger operations
2. Lane closures / Lane diversions
3. Full closures with off-site detour routes
4. Production of TTC Plan Design
5. Submittal of TTC Plans to the City Traffic Division for review and

acceptance

D. CONTRACTOR's employees shall wear approved personal protective equipment appropriate for the operation as defined in the FDOT 102 – 600 series design standards.

E. Possess a valid FDOT TTC Certification in accordance with section 105-8.3 of the current FDOT Standard Specifications.

F. CONTRACTOR'S staff shall be respectful at all times when dealing with the public. Offensive behavior or language will not be tolerated. Employees violating the requirement shall be removed for the jobsite immediately and will not be permitted to provide TTC services to the CITY during the duration of the Contract.

G. CONTRACTOR will possess sufficient quantities of all equipment and devices to ensure all requirements will be met.

IV. MEASUREMENT AND PAYMENT

A. Definitions

1. SY means square yards
2. ED means each day

3. LF means linear foot
 4. HR means hour
- B. All pay items includes the cost of delivery and pick-up.
- C. PEDESTRIAN DETOUR SPECIAL (102-4)
1. MEASUREMENT
 - a. Measurement for payment will be made on a Square Yard (SY) basis.
 - b. Temporary "Pedestrian Bridges" are NOT covered by this pay item.
 2. PAYMENT
 - a. The (SY) payment shall be full compensation for including but not limited to the temporary surface materials, construction of the surface to meet ADA requirements, maintenance, and removal of the temporary pedestrian surface and restoration of the ROW where the temporary pedestrian surface was required.
- D. WORK ZONE SIGN POST MOUNT (102-60 P)
1. MEASUREMENT
 - a. Measurement for payment will be made on each sign on an EACH DAY (ED) basis.
 2. PAYMENT
 - a. The payment shall be full compensation paid as an assembly for the work zone sign and post(s).
 - b. Installation, removal shall be incidental to the (ED) payment.
- E. WORK ZONE SIGN STAND MOUNT (102-60 S)
1. MEASUREMENT
 - a. Measurement for payment will be made on each sign on an EACH DAY (ED) basis
 2. PAYMENT

a. The payment shall be full compensation paid as an assembly for the work zone sign and stand.

b. Installation and removal shall be incidental to the (ED) payment

F. BUSINESS SIGN (106-61)

1. MEASUREMENT

a. Measurement for payment will be made on an EACH (EA) basis

2. PAYMENT

a. The payment shall be full compensation paid as an assembly for business sign with stand or post mounting.

b. Installation, removal shall be incidental to the (EA) payment

c. Maximum sign size per index 102-600 sheet 10 shall be 24 by 36 inches

G. CHANNELIZING DEVICES (102-74-1 & 102-74-2)

1. MEASUREMENT

a. Measurement for payment will be made for each device on an EACH DAY (ED) basis

2. PAYMENT

a. Payment shall be full compensation for each device.

b. Installation and removal shall be incidental to the setup and breakdown charge

H. CHANNELIZING DEVICE – PEDESTRIAN LCD (longitudinal channelizing device)

1. MEASUREMENT

a. Measurement for payment will be made on a Linear Foot (LF) basis.

2. PAYMENT

a. (LF) payment shall be full compensation for the LCD, installation, and removal of the device.

I. ARROW BOARD (102-76)

1. MEASUREMENT

a. Measurement for payment will be made for each Arrow Board on an EACH DAY (ED) basis whether use is for a CONTRACTOR contracted TTC zone setup or as a rental unit for CITY use.

2. PAYMENT

a. Payment shall be full compensation for each Arrow Board to include delivery and pickup.

J. Portable Changeable Message Sign (PCMS) (102-99)

1. MEASUREMENT

a. Measurement for payment will be made for each PCMS on an EACH DAY (ED) basis whether use is for a CONTRACTOR contracted TTC zone setup or as a rental unit for CITY use.

2. PAYMENT

a. Payment shall be full compensation for each PCMS to include delivery and pickup

K. TTC Plan Design and Produce

1. MEASUREMENT

a. Measurement for payment will be made for EACH (EA) initial TTC design, production and submittal

2. PAYMENT

a. If the TTC zone needs are covered by a plan in the FDOT Standard Index 102-600 series then the Design, production and submittal shall not be paid. CONTRACTOR will send a copy of the proposed standard index to the CITY for review.

b. Payment shall be full compensation for the initial design, production and submittal of a TTC plan

c. Any subsequent revisions to the plan required by the CITY shall be at the CONTRACTORS expense.

L. TTC SETUP AND BREAKDOWN CHARGE

1. MEASUREMENT

a. Measurement for payment will be made as an EACH (EA) setup and breakdown of TTC zone

b. Only one setup and breakdown charge shall apply per TTC zone service Purchase Order.

2. PAYMENT

a. Payment for setup and breakdown shall be full compensation for establishing and removal of materials and shall include all labor.

b. The CITY shall not pay a separate hourly labor charge for the setup and breakdown of the TTC zone.

c. The CITY shall not pay a setup and breakdown charge for Arrow Boards or PCMS's when purchased as rental equipment.

M. WORKSITE TRAFFIC SUPERVISOR, TTC CREW MEMBER

1. SPECIFICATIONS

a. There shall be one Worksite Traffic Supervisor required per FDOT Standard Specification section 105-8.3 and 102-3.2

b. TTC Crew Members shall possess a current intermediate TTC certification issued by a FDOT certified CONTRACTOR.

2. MEASUREMENT

a. REGULAR HOUR / HOURLY RATE (RG/HR) RG/HR hours are 8 am – 5 pm Monday – Friday excluding CITY recognized holidays

b. AFTER HOURS / HOURLY RATE (AH/HR) AH/HR hours are outside of regular hours, weekends and CITY recognized holidays.

3. PAYMENT

a. Payment shall be full compensation per employee per applicable hourly rate for TTC Crew member or Worksite Traffic Supervisor

b. Traffic Supervisor or TTC Crew Member will be paid at the applicable hourly rate only when the setup requires the crew or supervisor to remain on-site during the closure. There will be no hourly rate paid for set up and breakdown of TTC devices or rental of Arrow Boards or PCMS.

c. Payment shall not be made for more than one Traffic Worksite Supervisor.

N. FLAGGER

1. Flaggers shall possess a current flagger certification issued by a FDOT certified CONTRACTOR.

2. Flagger(s) shall be provided as needed per FDOT Standard Specification section 102-5.7

3. MEASUREMENT

a. REGULAR HOUR / HOURLY RATE (RG/HR) Regular Hours are 8 am – 5 pm Monday – Friday excluding CITY recognized holidays.

b. AFTER HOURS / HOURLY RATE (AH/HR) After Hours are outside of regular hours, weekends and CITY recognized holidays.

4. PAYMENT

a. The Payment shall be full compensation per Flagger per applicable hourly rate

***End of Scope of Services
Balance of this page intentionally left blank***

GENERAL SERVICES TERM CONTRACT

CONTRACT NO. 19531

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "CITY"), and >CONTRACTOR, a > ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide Temporary Traffic Control services to the CITY from time to time at the request of the CITY during the Term of this Contract.

Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of services that may be provided under this Contract.

Section 2. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the CONTRACTOR to perform any services or obligate the CITY to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the CITY's procurement policies. A work authorization may consist of a contract document signed by both the CITY and CONTRACTOR; or it may consist of CONTRACTOR's written quotation/proposal, identifying the work to be performed and the unit prices for such work, and the CITY's written acceptance of such quotation or proposal. No work authorization may alter the terms and conditions of this Contract. In case of a conflict with a work authorization this Contract will govern. The work authorization may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc., consistent with the provisions of this Contract.

No claim for services furnished by the CONTRACTOR not specifically provided for herein will be honored by the CITY.

If CONTRACTOR is providing services under a work authorization at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach, CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services. If CONTRACTOR is providing services under an open work authorization at the time that the CITY terminates this Contract due to CONTRACTOR's material breach, CONTRACTOR will immediately cease performing all services unless the notice of termination specifically provides otherwise.

Section 3. Fees and Other Payments; Limitations.

(a) **Fee.** Each work authorization will set forth the Fee to be paid to CONTRACTOR. The Fee will be established as either a not-to-exceed or fixed fee. In either instance the work authorization will include sufficient documentation to describe the basis on which the fee has been calculated.

(1) Except as provided below, the Fee for a work authorization will be based on the Fee Schedule attached hereto and incorporated herein as **Exhibit B**. The parties may agree to amend the current Fee Schedule only through formal amendment to this Contract.

(2) A fixed fee will be construed to be based on the Fee Schedule only where documentation is included that sets forth a good-faith estimate of the time required by CONTRACTOR to complete the work, at commercially reasonable hourly rates; provided, however, that in such instances neither CONTRACTOR's obligation to perform the work nor the fixed Fee will be altered merely based on the need to spend more or less time than shown on the estimate to complete the work.

(c) **Limitation on Compensation.** No additional compensation will be due CONTRACTOR for any reason.

Section 4. Billing and Payment Procedure. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, or the **Exhibits**, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONTRACTOR submits a proper invoice. CONTRACTOR must separately invoice the CITY for each work authorization. CONTRACTOR may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the work authorization.

(b) For work authorizations providing for fixed fees: if the work authorization specifically provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONTRACTOR will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. If the work authorization so provides, or is silent as to the method for payment, payments will be made on the basis of the percentage of work completed and accepted.

(c) For work authorizations providing for Fees based on the hours worked, payment will be made based on the hours worked and billed during the monthly billing interval.

(d) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subcontractors or air travel), the invoice must include proof that CONTRACTOR has paid such costs.

(e) The CITY will within 30 days after receipt of an invoice notify the CONTRACTOR that the invoice is improper, or pay CONTRACTOR the amount due.

Section 5. Standard of Performance. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other

employment or payroll taxes. CONTRACTOR will also be responsible for the performance of CONTRACTOR's sub-contractors.

Section 7. Documents. All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONTRACTOR during the term of and in accordance with the provisions of this Contract will be the property of the CITY and delivered to the CITY upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required; or, if this Contract is terminated prior to completion of service, immediately upon termination.

Section 8. Public Records. Each work authorization will be deemed to incorporate the following provision in substantially final form regarding Public Records:

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work required by a work authorization, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work required by a work authorization, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes.

Section 9. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The CITY will have the option to renew this Contract for up to 2 Terms of 1-year each, by providing CONTRACTOR written notice. Such notice must be provided at least 60 days before the end of the current Term, unless waived by CONTRACTOR.

Section 10. Termination of Contract.

(a) The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 30 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Contract upon CONTRACTOR's breach without providing CONTRACTOR an opportunity to remedy the breach as referenced immediately above, if CONTRACTOR or any of CONTRACTOR'S personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing CONTRACTOR written notice.

(b) If the termination is for convenience, CONTRACTOR will be paid compensation for authorized services performed to the date of termination. If termination is due to CONTRACTOR's material breach, the CITY reserves all rights and remedies it may have under law due to such breach. Among other things, the CITY may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the CONTRACTOR will be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby.

(c) If after notice of termination for the CONTRACTOR's failure to fulfill contractual obligations it is judicially determined by a court of law that the CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONTRACTOR will be made as provided in Section 10(b) for a termination for convenience.

(d) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

If CONTRACTOR is providing services under an open work authorization at the time that this Contract expires or terminates for any reason other than CONTRACTOR's material breach,

CONTRACTOR will continue to provide such services unless and until the CITY provides CONTRACTOR a notice suspending or terminating such services.

Section 11. Suspension of Services. The CITY may suspend CONTRACTOR's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The CITY may also suspend CONTRACTOR's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing CONTRACTOR written notice of suspension. CONTRACTOR will suspend activities immediately upon receipt thereof; and in such instance CONTRACTOR's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 12. Indemnification. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or used by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 13. Insurance. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. Each CONTRACTOR'S subcontractor will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR based on services provided and with prior review and approval of CITY's Risk Manager. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) **Coverage and Amounts.**

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured

endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status that is at least as broad as ISO form CG 20 10 11 85.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(b) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the CITY, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) **Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) **Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Management Division of the CITY that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage.

CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

Section 14. Reserved

Section 15. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, *[delete the following yellow-highlighted clause if no fax is provided]* transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
Darren Greer, Traffic Division Administrator
Daytona Beach Public Works Dept.
950 Bellevue Ave.
Daytona Beach, FL 32114
Fax: 386-671-8620

To CONTRACTOR:

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

The person identified for receipt of notices to the CITY pursuant to this Section will also serve as the CITY's project representative.

Section 16. Personnel. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 17. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 18. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 19. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then [the Parties are](#) released to pursue any judicial remedies available to them.

Section 20. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, CONTRACTOR will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

(d) **Truth in Negotiations Certificate.** CONTRACTOR hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract.

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

(g) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event

will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(n) **Incorporation of ITB and Bid.** The CITY's Invitation to Bid 19531, and the CONTRACTOR's responsive proposal are incorporated herein by reference as **Composite Exhibit C**. **Composite Exhibit C** is not attached but will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern.

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(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

CONTRACTOR

By: _____
> **[insert Mayor or City Manager as applicable]**

By: _____
Printed Name: _____

Date: _____

Title: _____
Date: _____

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

Exhibit B: Fee Exhibit

Composite Exhibit C

Composite Exhibit C is not attached. It will be kept on file with the Purchasing Agent, and will be made available upon request made to the City Clerk.