



ALL BIDS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

**COUNTY OF VOLUSIA, FL
RECOMMENDATION OF AWARD BID TABULATION SHEET**

BID NUMBER: 14-B-119JD
 BID TITLE: Installation, Removal and Delivery of Concrete
 OPENING DATE/TIME: 6/12/2014 3:00 p.m.

Matt Godwin Concrete, Inc. 5311 Michele Drive DeLeon Springs, FL 32130 Matt Godwin 386-804-4699 mattgodwin11@gmail.com	Sanderson Concrete 2440 Timberbiew Drive New Smyrna Beach, FL 32720 Bonnie Sanderson 386-527-3923 Bsanderson@cfl.rr.com	Sparks Concrete 4 Holly Fern Chase Ormond Beach, FL 32174 Billy Sparks 386-527-4857 sparksconcrete@cfl.rr.com	Truant Construction 911 Beville Road Ste.5 South Daytona, FL 32119 Josh Antos 386-788-5109 josh@truantconstruction.com	Whitehouse Contracting PO Box 329 Lake Helen, FL 32744 Andrew Whitehouse 386-747-7171 whthsemasonry@newscape.net	Henric-Mac Corporation 101 Heavensgate Road, Ste. A DeLand, FL 32720 Richard G. Henrickson 386-277-2972 henricmac@gmail.com *non-responsive
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Labor	Unit Rate	Unit Rate	Unit Rate	Unit Rate	Unit Rate	Unit Rate
General Labor (Foreman)	\$ 50.00	\$ 40.00	\$ 62.00	\$ 50.00	\$ 35.00	\$ -
General Labor (Laborer)	\$ 25.00	\$ 35.00	\$ 40.00	\$ 21.00	\$ 28.00	\$ -
Formwork with materials	\$ 50.00	\$ 45.00	\$ 120.00	\$ 35.00	\$ 32.00	\$ -
Reinforcing steel placement	\$ 25.00	\$ 35.00	\$ 80.00	\$ 40.00	\$ 32.00	\$ -
Welded Wire Fabric Placement with Vapor Barrier	\$ 20.00	\$ 35.00	\$ 80.00	\$ 30.00	\$ 32.00	\$ -
Material	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Concrete (deliver & pour)						
f'c = 3,000 psi	\$ 120.00	\$ 267.75	\$ 267.30	\$ 150.00	\$ 194.30	\$ -
f'c = 4,500 psi	\$ 125.00	\$ 272.75	\$ 364.25	\$ 175.00	\$ 200.00	\$ -
Concrete with Fibermesh (deliver & pour)						
f'c = 3,000 psi	\$ 132.00	\$ 278.00	\$ 267.30	\$ 155.00	\$ 199.63	\$ -
f'c = 4,500 psi	\$ 125.00	\$ 285.00	\$ 364.25	\$ 180.00	\$ 205.00	\$ -
Concrete Sidewalk						
4" Thick	\$ 3.00	\$ 29.75	Not Awarded	\$ 27.00	\$ 26.65	\$ -
6" Thick	\$ 5.00	\$ 35.50	Not Awarded	\$ 32.00	\$ 31.51	\$ -
Concrete Curb (Type B, D, E, F or Drop/Miami)						
≤ 10 FL	\$ 10.00	\$ 39.00	Not Awarded	\$ 21.00	\$ 25.00	\$ -
11 LF to 49 LF	\$ 10.00	\$ 20.65	Not Awarded	\$ 18.00	\$ 20.00	\$ -
≥ 50 LF	\$ 8.00	\$ 14.75	Not Awarded	\$ 14.00	\$ 16.00	\$ -
Miscellaneous charges:						
Sign Relocation (Single Post)	\$ 250.00	\$ 150.00	\$ 50.00	\$ 70.00	\$ 15.00	\$ -
ADA Ramp Retrofit	\$ 600.00	\$ 300.00	Not Awarded	\$ 400.00	\$ 150.00	\$ -
Sod	\$ 2.00	\$ 2.88	\$ 7.20	\$ 3.00	\$ 2.00	\$ -
Clearing (includes disposal), Light	\$ 3.00	\$ 2.90	Not Awarded	\$ 18.00	\$ 3.57	\$ -
Clearing (includes disposal), Heavy	\$ 6.00	\$ 3.90	Not Awarded	\$ 22.00	\$ 5.36	\$ -
Embankment (Truck Measure)	\$ 350.00	\$ 11.00	\$ 12.00	\$ 10.00	\$ 19.95	\$ -
Reinforcing Steel	\$ 1,200.00	\$ 1,100.00	\$ 1,680.00	\$ 1,500.00	\$ 920.00	\$ -
Welded Wire Fabric	\$ 0.45	\$ 1.10	\$ 0.48	\$ 3.00	\$ 1.50	\$ -
Vapor Barrier	\$ 0.13	\$ 0.30	\$ 0.42	\$ 1.00	\$ 0.40	\$ -
Short Load Charge	\$ 250.00	\$ 250.00	\$ 200.00	\$ 350.00	\$ 150.00	\$ -

*Did not submit Attachment A-Bid Price Sheet

Opened by: Kathy Williams, Procurement Analyst II
 Tabulated by: Jennifer Ditslear, Procurement Analyst II
 Recommendation of Award: Matt Godwin, Sanderson, Sparks, Truant, Whitehouse
 Posted: 7/3/2014 REVISED AND POSTED 7/22/2014
 County Council Date: 8/7/2014

3 yr contract (8/2017) w/ 2-1 year options

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Installation, Delivery and Removal of Concrete** for the County of Volusia, Florida.

1.0 SCOPE OF WORK

General: Contractors shall provide all labor, materials, supervision, and equipment for concrete services with specifications provided by the County, other contract documents prepared by Volusia County, and all applicable building codes. The Work shall include, but not limited to, preparing the site by clearing, grading, adding or removing fill; removing and disposing all debris created by the installation of the concrete; installing expansion joints in areas where the new concrete adhere to the old concrete; installing and saw cutting contraction joints, as required; and complying with all ADA standards and requirements. Contractor shall provide documentation supporting the required compressive strength design.

Concrete Sidewalks, Bike Paths, and Curb Cut Ramps: Contractors performing work for construction of concrete sidewalks, bike paths, and curb cut ramps shall comply with Section 522 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, and FDOT Roadway and Traffic Design Standards, Latest edition, except as amended herein. Ordinary sidewalks, bike paths, and ramps shall be constructed of plain concrete requiring no reinforcing; however, reinforced concrete sidewalks and designated bike path slabs shall be reinforced as shown on the project documents.

Materials: Concrete shall be Class I Portland cement concrete complying with Section 346 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition, having a minimum compressive strength of 3,000 PSI after 28 days; which shall be verified by sampling and testing in accordance with Section 346-5 of the FDOT Standard Specifications for Road and Bridge Construction when directed by the County Engineer. When reinforcement is specified, it shall be of the type, spacing, and quality indicated, complying with Section 415 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition.

It is the intent of the County to award to multiple contractors. Work anticipated to exceed \$10,000 per project shall require at least three (3) bids among awarded contractors.

1.1. See Attachment B-Technical Specifications

2.0 GENERAL TERMS & CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on **Thursday, June 05, 2014**. Bids received after this time will not be considered.

From: [Inga Fegley](#)
To: [Zimmerman, Kirk](#)
Cc: [Jennifer Ditslear](#)
Subject: Re: Fwd: 14-B-119JD
Date: Tuesday, August 08, 2017 8:52:51 AM

Kirk,

14-B-119JD for the Installation, Removal, and Delivery of Concrete was renewed through 08.07.18.

Thanks,
Inga

*Inga Fegley, CPPO, CPPB
Senior Procurement Analyst*

*Volusia County Purchasing & Contracts
123 W. Indiana Ave., Rm. 302
DeLand, FL 32720-4608
ifegley@volusia.org
Direct Phone: 386-626-6623; Fax: 386-626-6629*



 *Think Green! Please do not print this e-mail unless necessary*

>>> Jennifer Ditslear jditslear@volusia.org<jditslear@volusia.org> 8/4/2017 2:19 PM >>>

Sent from my T-Mobile 4G LTE device

----- Original message-----

From: Zimmerman, Kirk
Date: Fri, Aug 4, 2017 1:23 PM
To: Jennifer Ditslear;
Cc:
Subject: RE: 14-B-119JD

>>> "Zimmerman, Kirk" 08/04/2017 13:23 >>>

Just following up if this got renewed in July.

Thanks,
Kirk Zimmerman, CPPB
City of Daytona Beach
PH: 386-671-8081
FX: 386-671-3964

From: Jennifer Ditslear [<mailto:jditslear@volusia.org>]
Sent: Wednesday, June 07, 2017 3:53 PM
To: Zimmerman, Kirk <ZimmermanKirk@CODB.US>

AGREEMENT

THIS AGREEMENT is made and entered by and between The City of Daytona Beach, Florida (the "CITY"), and **Sanderson Concrete Construction, Inc.**, a Florida profit corporation ("CONTRACTOR").

WHEREAS, CONTRACTOR is currently under written contract with Volusia County, Florida for installation, delivery, and removal of concrete, under terms and conditions specified therein; and

WHEREAS, the CITY is in need installation, delivery, and removal of concrete, and

WHEREAS, the CITY desires to have CONTRACTOR perform such services, subject to the terms and conditions of the above-referenced Contract with the specific exceptions noted herein, for a total estimated price of **\$66,437.50** and

WHEREAS, CONTRACTOR is willing to perform the installation under such terms and conditions.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. Scope of Service. CONTRACTOR will replace sidewalks and curbs to bring intersections into ADA compliance by installing ramps and ADA mats. The work is more fully described in the written contract between CONTRACTOR and Volusia County, Florida, Contract No 14-B-119JD (hereinafter the "Volusia County, Florida Contract"), attached hereto and incorporated herein by reference as Exhibit A.

2. Payment and Billing. Payment will be based on the unit prices set forth in the Volusia County contract.

3. Incorporation of Contract; Exceptions. All other terms and conditions of the Volusia County, Florida Contract will apply to this Agreement, except to where such terms and conditions conflict with the provisions herein.

4. Standard of Performance. In addition to any standards of performance or warranties set forth in the Volusia County, Florida Contract, CONTRACTOR affirms that 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.

5. 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 this Agreement, or, if this is a Contract for a specified Term, through the expiration of the Term; and following such completion or expiration, as applicable, if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of the work, or, if this is a Contract for a specified Term, upon expiration of the Term, 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 provide 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 AGREEMENT, 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, as amended by Chapter 2016-20, Laws of Florida (2016).

6. Notices. All notices, requests, demands and other communications required under this Agreement will be in writing and deemed delivered if delivered in person, by telefax, by overnight courier or by certified or registered mail:

If by City, to:	David Waller, deputy Public Works Director Daytona Beach Public Works 950 Bellevue Ave. Daytona Beach, FL 32114 Fax: (386) 671-8620
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If to CONTRACTOR, to: Bonnie Sanderson, President
Sanderson Concrete Construction, Inc.
2440 Timberview Dr.
New Smyrna Beach, FL 32168
Fax: 386-409-8118

7. Termination.

(a) The CITY may by written notice to CONTRACTOR terminate this Agreement, 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 CONSULANT at least 30 day's advance notice of termination. This Agreement will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) 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 Agreement 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.

In either instance described above, upon termination CONTRACTOR will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(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 the CITY or 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 subsection (b) of this Section 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 Agreement.

8. Suspension of Services. If the notice of material breach issued by the CITY pursuant to the preceding Section so directs, CONTRACTOR will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

9. 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 use by CONTRACTOR in the performance of this Agreement. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

10. 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. 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. If CONTRACTOR wishes to claim an exemption from worker's compensation insurance requirements, CONTRACTOR will notify the Risk Manager in writing on CONTRACTOR's official letterhead.

(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 Agreement.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. 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 for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

(b) *Proof of Insurance.* CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Agreement. 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 or 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 Agreement 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 Agreement 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 Agreement will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Agreement will not be limited to the extent of by 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 Agreement.

11. Disputes. If a dispute exists concerning this Agreement, 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 above proves unsuccessful or the Parties mutually waive the 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 Agreement 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 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.

12. Additional Provisions. The following additional provisions apply:

(a) All references to “Volusia County” and similar terms will be deemed to refer to the CITY.

(b) The CITY’s Deputy Public Works Director or his designee will supervise and control CONTRACTOR’s work under this Agreement.

(c) CONTRACTOR will comply with the terms and conditions of any and all federal, state and local permits, which may be required for the work to be performed. The CITY will be responsible for obtaining all other permits at the CITY’s cost.

(d) CONTRACTOR will not assign, transfer, delegate or in any other manner dispose of its rights, privileges or obligations under this Agreement, without the written consent of the CITY.

(e) This Agreement 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 Agreement and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Agreement. 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 Agreement; 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.

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

(g) 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 AGREEMENT, 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.

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

(i) 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 Agreement 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.

(g) This Agreement 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.

Balance of this page intentionally left blank

(h) The Effective Date of this Agreement is the date on which the last Party has executed it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as below.

THE CITY

CONTRACTOR

By: _____
Derrick L. Henry, Mayor

Attest: _____
Letitia LaMagna, City Clerk

Date: _____

By: Bonnie J. Sanderson

Printed Name: BONNIE J. SANDERSON

Title: President

Date: 08-15-2016

Approved as to legal form:

By: _____
Robert Jagger, City Attorney



July 28, 2016

Michelle Martin
Technical Services Project Manager
City of Daytona Beach Public Works
950 Bellevue Avenue
Daytona Beach, FL 32115

RE: ADA Improvements (Jessamine Blvd and Kingston Ave)
Volusia County Contract No. 14-B-119JD

Dear Ms. Martin:

The attached proposals for work on Jessamine Blvd and Kingston Ave are submitted in accordance with our contract with the County of Volusia for Contract number 14-B-119JD. This contract expires on 09-2017. I am attaching two proposals-one for each street.

The scope of work to be performed involves the replacement of sidewalks and curb to bring all of the intersections into ADA compliance. Sanderson Concrete will provide all ADA mats, whether Cast in Place or Surface Mount. Sanderson Concrete will provide 3000 PSI Concrete, of which, concrete transmittals have already been provided. Each intersection corner will be evaluated as to the amount of replacement to bring that corner into compliance. The work will involve formwork, grading, tearing out, removal and disposal, pouring, finishing and correct placement of ADA Mats.

Each task, hourly rate, and cost are listed on the attached proposals per the existing Volusia County bid, which is also attached. We will not be using any subcontractors for this project.

Please call me if you have any questions, or I may assist in any way!

Thank you,

A handwritten signature in black ink, appearing to read "Bonnie Sanderson".

Bonnie Sanderson
President
WBE-DBE-ACI Certified
Sanderson Concrete Construction, Inc.
386-527-3923

City of Daytona Beach
Volusia County Contract 14-B-119JD
Jessamine Blvd and Kingston Ave

Labor	Unit	Qty	Unit Rate	Extended Price
General Labor (Foreman)	HR	97	\$40.00	\$3,880.00
General Labor (Laborer)	HR	95.5	\$35.00	\$3,342.50
Formwork with Materials	HR	117	\$45.00	\$5,265.00
Materials				
Concrete-Deliver and Pour	CY	80	\$267.75	\$21,420.00
Concrete Sidewalk 6"	SY	130	\$35.50	\$4,615.00
Concrete Curb	LF	300	\$14.75	\$4,425.00
Total Labor and Material Items				\$42,947.50
Sole Sourced Items				
Remove Concrete	SY	576	\$15.00	\$8,640.00
ADA-Cast In Place	EA	38	\$330.00	\$12,540.00
ADA-Surface Mount	EA	7	\$330.00	\$2,310.00
Total Sole Sourced Items				\$23,490.00
Total Bid				\$66,437.50

County of Volusia
14-B-119JD, Attachment A-Bid Price Sheet

County of Volusia may wish to perform certain work outside of the normal scope given above. The hourly labor items listed below are intended to cover those items:

Labor	Unit	Qty	Unit Rate	Extended Price
General Labor (Foreman)	HR	1	\$ 40.00	\$ 40.00
General Labor (Laborer)	HR	1	\$ 35.00	\$ 35.00
Formwork with materials	HR	1	\$ 45.00	\$ 45.00
Reinforcing steel placement	HR	1	\$ 35.00	\$ 35.00
Welded Wire Fabric Placement with Vapor Barrier	HR	1	\$ 35.00	\$ 35.00

Material	Unit	Qty	Unit Price	Extended Price
Concrete (deliver & pour)				
f'c = 3,000 psi	CY	1	\$ 267.75	\$ 267.75
f'c = 4,500 psi	CY	1	\$ 272.75	\$ 272.75
Concrete with Fibermesh (deliver & pour)				
f'c = 3,000 psi	CY	1	\$ 278.00	\$ 278.00
f'c = 4,500 psi	CY	1	\$ 285.00	\$ 285.00
Concrete Sidewalk				
4" Thick	SY	1	\$ 29.75	\$ 29.75
6" Thick	SY	1	\$ 35.50	\$ 35.50
Concrete Curb (Type B, D, E, F or Drop/Miami)				
≤ 10 FL	LF	1	\$ 39.00	\$ 39.00
11 LF to 49 LF	LF	1	\$ 20.65	\$ 20.65
≥ 50 LF	LF	1	\$ 14.75	\$ 14.75
Miscellaneous charges:				
Sign Relocation (Single Post)	EA	1	\$ 150.00	\$ 150.00
ADA Ramp Retrofit	EA	1	\$ 300.00	\$ 300.00
Sod	SY	1	\$ 2.88	\$ 2.88
Clearing (includes disposal), Light	SY	1	\$ 2.90	\$ 2.90
Clearing (includes disposal), Heavy	SY	1	\$ 3.90	\$ 3.90
Embankment (Truck Measure)	CY	1	\$ 11.00	\$ 11.00
Reinforcing Steel	TN	1	\$ 1,100.00	\$ 1,100.00
Welded Wire Fabric	SY	1	\$ 1.10	\$ 1.10
Vapor Barrier	SY	1	\$ 0.30	\$ 0.30
Short Load Charge	EA	1	\$ 250.00	\$ 250.00
Define size of Short Load: 5 yds				