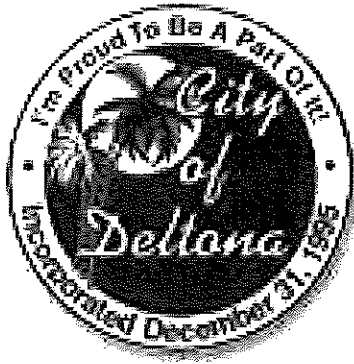


EXHIBIT C



Deltona

05-29-25A11:54 R07D

BID #25010

ELEVATION OF A FLOOD-PRONE HOME

City of Deltona
2345 Providence Blvd.
Deltona, FL 32725
www.deltonafl.gov

<p>Submit Bid to:</p> <p>CITY OF DELTONA</p> <p>2345 Providence Blvd. Deltona, Florida 32725 Attn: Purchasing</p> <p>CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER</p>	<p>INVITATION TO BID# 250010 FOR:</p> <p>ELEVATION OF FLOOD PRONE HOME</p>
<p><u>Contact:</u> Kate Duffy, CPPO, CPPB Purchasing Manager Phone: (386) 878-8570 Fax: (386) 878-8571</p> <p>EMAIL QUESTIONS TO: kDuffy@deltonafl.gov</p> <p>DEADLINE FOR QUESTIONS: MAY 15, 2025 at 5:00 pm</p>	<p>BIDDER NAME: <u>Byrdson Services, LLC</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>A pre-bid meeting shall be held through Teams via the following on Thursday, May 8, 2025 at 2:00 p.m.:</p> <p><u>Join the meeting now</u></p> <p>Meeting ID: 226 968 896 048 1 Passcode: DT3ZD7ZZ</p> <p>Dial in by phone +1 323-553-0671, 22914209# United States, Los Angeles Find a local number Phone conference ID: 222 914 209#</p>	<p>MAILING ADDRESS: _____</p> <p><u>1245 West Cardinal Drive</u></p> <p><u>Beaumont, Texas 77705</u></p> <p>_____</p> <p>Phone#: <u>409.203.4075</u></p> <p>Email: <u>procurements@byrdsonservices.com</u></p>
<p><u>BID DUE DATE & TIME:</u> THURSDAY, MAY 29, 2025 AT 2:30 PM VIA DEMANDSTAR UPLOAD.</p>	<p>Fax#: <u>409.299.3403</u></p> <p>_____</p>

**THIS PROJECT WILL RECEIVE FINANCIAL ASSISTANCE FROM
FEMA VIA THE HAZARD MITIGATION GRANT PROGRAM (HMGP).**

**COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS AND
SUBMISSION OF GRANT RELATED FORMS ARE REQUIREMENTS
OF THIS SOLICITATION**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit BIDS DIGITALLY THROUGH DEMANDSTAR, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person OR another member of the City's Purchasing Division regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal. The Bid process is not over until an award is made.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids

submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

NO BID: If not submitting a bid, respond by returning only the Statement of No Bid, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Bidders name from the mailing list.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Only electronic bids through DemandStar will be accepted. Under no circumstances shall bids electronically delivered after the time specified be considered; such bids will not be considered viable.

The City will not be responsible for late or delayed digital uploads. The time/date stamp clock located in the Finance Department serve as the official authority to determine lateness of any bid. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered via DemandStar. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

Persons with disabilities needing assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-561-2100.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES

The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO**
Bid #25010 Elevation of Flood Prone Home

DO SO WILL BE AT BIDDER'S RISK. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM Award will be made duration of this project.

PRICE REDETERMINATION The Contractor may petition the Purchasing Manager for price redetermination within forty-five (45) days of the expiration of each term of the contract. Any price redetermination will include all items awarded. If the City and the Contractor cannot agree on any price redetermination, then the contract will expire. *(See other conditions under Special Terms and Conditions)*

UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Seller's cost in providing the required items or services, then the Seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Seller with no penalty to the City or Seller. The Seller shall fill all City requirements submitted

to the Seller until the termination date contained in the notice.

2. The City requires the Seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Seller in default and disqualifying him for receiving any business from the City for a state period of time.
4. If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Seller receives notice in writing signed by a person authorized to bind the City in such matters.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated City employee or authorized Agent;

be clearly marked as "partial", "complete" or "final" invoice. The City will accept partial deliveries.

- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Deltona, having limited storage facilities, requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS:

Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing to kduffy@deltonafl.gov, and received by the City by May 15, 2025 at 5:00 pm. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to

Bid #25010 Elevation of Flood Prone Home

give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders through DemandStar. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum to the DemandStar website which will go out to all Bidders who received a bid package through DemandStar. All addendum are posted to the DemandStar website and current planholders are notified that an addendum has been issued. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Manager in order to be placed on the DemandStar website as a bid holder in order to receive any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. It is the vendor's responsibility to check the DemandStar website at www.demandstar.com in order to be sure latest addendum and any prior addendum have been received.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

Bid #25010 Elevation of Flood Prone Home

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on DemandStar. Failure to file a protest to Purchasing within the time prescribed in the CITY's Purchasing Manual, shall constitute a waiver of proceedings.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally

binding. A separate contract document, other than the purchase order, may or may not be issued.

Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be County of Volusia, Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made.

Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such

design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are

Bid #25010 Elevation of Flood Prone Home

believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS:

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

Bids may be reviewed at City Hall, 2345 Providence Blvd., Deltona, FL 32725.

BID PREPARATION COSTS: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Deltona reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Deltona also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the

Bid #25010 Elevation of Flood Prone Home

City's opinion, is not in a position to perform properly under this award. The City of Deltona reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Deltona reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

ADDITIONAL CONDITIONS

Bid Security

Each bid, if applicable, shall be accompanied by a Bid Security of not less than ten (10%) percent of the amount of the Bid Proposal. The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of Deltona ("Owner").

In addition to sending your bid via www.demandstar.com, you can email your response to kduffy@deltonafl.gov, the Bid Security shall be submitted in a separate, sealed envelope addressed to the Owner, endorsed with the name of the bidder and project title and plainly marked, "Bid Security," which shall be received no later than the required Bid Opening date/time, using the label as addressed in the Instructions for Bid Submittal.

Payment and Performance Bonds

Both a payment and a performance bond are required for this project and must equal 100% of the proposed project cost.

Simultaneously with the delivery of the executed Contract, the successful bidder shall deliver to the Owner, the executed Payment and Performance bonds in the amount of One hundred (100%) percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company's document, and have as surety thereon such company or companies approved by the Owner and authorized to transact business in the State of Florida.

- A. If within ten (10) days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the Contract and to furnish the required Contractor's bond properly signed by the Contractor and the Surety or Sureties satisfactory to the Owner, the bidder shall be deemed to be in default and the Owner shall retain his Bid Security as liquidated damages, as set forth in the "Supplemental General Conditions", but not as a penalty. The Owner reserves the option to accept the bid of any of the other bidders within ten (10) days from such default, in which case such acceptance shall have the same effect to such bidder as though he were the original, successful bidder.
- B. If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners. If the Contractor is a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by the (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of the Power-of-Attorney or other certification of authority where the bond is executed by the agent, officer or another representative of the Contractor or Surety; (c) duly certified extract from By-Laws or resolutions of Surety under which the Power-of-Attorney, or other certificate of authority of its agent, officer or representative was issued.

The Material and Workmanship Bond shall be in an amount equal to ten percent (10%) of the Contract Price as adjusted on the Final Application for Payment. The Contractor will forfeit their Bid Security if they fail to do so. All Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

Time of Completion

The time of completion shall be as stated in the Bid Proposal. In the event of failure to complete the work within the time specified, liquidated damages shall be assessed as provided in the General Conditions unless an extension of time is granted.

Bid Opening

Electronic bids will be received either by www.demandstar.com or sent directly to kduffy@deltonafl.gov. The bid opening shall take place as a live video conference which will also be recorded (using Microsoft Teams). A bid tabulation will be posted on demandstar within 24 hours.

Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice.

Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, discuss federal grant requirements and such other matters as may be pertinent to the project.

Progress and Control of the Work**Schedules and Progress Reports:**

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules. Substantial completion must be achieved on or before 365 days after the Notice to Proceed is issued by the City. After a punch list is generated by the City, the Contractor will have 30 days to address the punch list items.

Approval of Subcontracts:

The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

- B. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and for payment of services rendered by the subcontractor.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.

Bid #25010 Elevation of Flood Prone Home

- D. The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

- A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.
- B. Contractor shall perform the work and take such precautions as may be deemed necessary to complete the project so all work shall be neat and orderly and in acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

- A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.
- B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

- If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable casualties or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably be extended by the Owner.
- B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".
- C. The article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

- A. In coordination with the property owners, the City shall provide the lands upon which the work under this Contract is to be done;

Bid #25010 Elevation of Flood Prone Home

- B. Includes all necessary additional land required for the erection of temporary construction facilities and storage of the Contractor's material, together with right-of-access to the same.

Use of Completed Portions:

The Owner shall have no right to take possession of or use any completed portions of the work until after the City issued a Certificate of Completion for the elevation work.

The Owner's Right to Do Work:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available, the Owner may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

Right to Retain Imperfect Work:

If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the Contractor accountable for its removal and corrective action.

Suspension of Work:

If the work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time shall be allowed for this suspension.

The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by written notice to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in the contract price or an extension of the contract time directly attributable to any suspension if the Contractor makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of the Contractor's creditors, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if the Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or if the Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if the Contractor disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the

services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deemed expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the Owner.

- A. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due to the Contractor shall not release the Contractor from liability.

The Authority and Duties of the Engineer

Status of the Engineer:

The work shall be subject at all times to the review of the Engineer or his designee. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of "Notice", referenced in "Definitions and Terms".

Inspection and Examination of the Work:

- A. The Engineer and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.
- B. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions to be construed as doing so.
- C. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the Contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed as addressed in [Terms and Conditions](#).
- D. Final or interim inspections shall not relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and

Bid #25010 Elevation of Flood Prone Home

materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall promptly connect and coordinate this work with theirs.

Changes

Compliance with Specifications and Drawings:

All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

- A. The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.
- B. In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered.
- C. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; The rental cost of construction plant and equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
- D. The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensated to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

- E. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.
- F. No change orders that are a result of the Contractor's failure to reasonably anticipate any difficulties or complexities in the Project shall be the responsibility of the Owner to pay.

Payments to the Contractor

Monthly Payments to the Contractor:

The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. No Payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the Retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

- A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).
- B. The Contractor agrees to furnish an affidavit stating that all laborers, suppliers and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the supplier, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

- A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good the work of the suppliers, laborers, and subcontractors, including any actions that may destroy or damage any property or materials.
- B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition thereto, in either case, the Contractor shall provide an affidavit that so far as he has knowledge or information, all receipts have been satisfied and the labor and material for which a lien could be filed has been paid. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections:

When the Contractor has completed the work in compliance with the terms of Contract Documents, he shall notify the Engineer in writing that the project is ready for final inspection. The Engineer shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer and Contractor will mutually agree upon a date for final inspection. Upon completion of the final inspection, the Engineer shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the Engineer, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the Owner as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance:

When the Engineer certifies to the Owner as to the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfied himself as to compliance with the terms of the Contract, and has received certification of final inspection, he shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment:

When the Owner has made final acceptance, the Engineer shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make the final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility:

The Owner shall consider the Contract complete when all work has been finished, the final inspection certified by the Engineer, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined herein to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents.

Following discovery by Owner of faulty materials, equipment, and/or workmanship within the period of the guarantee, the Owner shall promptly give written notice to the Contractor. Any part of the materials, equipment and/or workmanship that is under warranty and guarantee shall be promptly replaced by the Contractor at the Contractor's own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact, and are shown for the convenience for the Contractor. The Contractor shall contact the utility owner for any available additional information, and coordinate construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of Way:

Gas Mains – Florida Public Utilities Company

Electric and Power Lines and Underground Cable – Duke Energy or Florida Power and Light

Telephone Lines and Underground Cable - Brighthouse

Water Mains and Sanitary Sewers – City of Deltona Water Dept., Deltona, FL

Storm Sewers - City of Deltona, Florida

Cable TV and Underground Cable - Spectrum

Claims and Damages

Requirement for Notice:

Any requirements of the Contract Documents for notice of direction to the Owner shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of [Notice To Proceed](#).

Claims for Extra Cost:

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice on a form to be furnished by the Engineer within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the Engineer shall then be made as specified in "The Authority and Duties of the Engineer - Status of the Engineer" of this division. If this decision requires a Change Order, the procedure shall be as provided for in "Changes in the Work" Section.

Claims for Damages:

Any claims for damages by the Contractor against the Owner arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid.

Liquidated Damages:

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work, and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the Owner shall be at the expense of the Contractor and /or his Surety. Such engineering expense shall be considered to be equal to the job payroll of the owner plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the Owner.

Interpretation of Contract

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

Hold Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the Owner, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the Owner may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, the Contractor's employees, his agents or assigns.

Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment furnished. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore the construction site to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall remove, when no longer needed, all temporary structures and equipment used in the operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the Contract Documents shall be restored to their original condition as nearly as possible.

Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, the sanitary conveniences shall be removed from the premises, leaving the premises clean and free from nuisance.

Inspection and Testing of Materials and Equipment

The Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

Safety and Health Regulations

- A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).
- B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

Liquidated Damages

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be FIVE HUNDRED (\$500) DOLLARS FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Termination for Convenience:

The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default:

The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events: a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

FEMA FEDERAL REQUIREMENTS

As per the Federally Funded Subaward and Grant Agreement, Number H1124, Project Number 4680-024-R between the City of Deltona and the State of Florida Division of Emergency Management)

FEMA Requirements

This project will be partially funded by FEMA and as such shall comply with all FEMA requirements as set forth herein as well as within the Federally-Funded Subaward and Grant Agreement, for Project Number 4680-024-R and any subsequent grant agreement modifications ("Grant Agreement"). Contractor must carefully review and become familiar with the Grant Agreement conditions that govern this Construction Contract ("Contract").

For purposes of this Contract, and as referenced in the Grant Agreement, the Division means the State of Florida Division of Emergency Management; the Sub-Recipient means the City of Deltona, the Contractor means the contractor in charge of the construction completion of this project; and the subcontractor means a subcontractor retained by the construction contractor to address a specific portion of this project. All state and federal requirements contained herein are applicable to both the contractor and subcontractor.

The following Federal Requirements are supplemental to the City Advertised Bid. Where there is conflict, these Federal Requirements prevail unless the Terms and Conditions in the bid document are stricter. Moreover, it is strongly recommended that potential bidders review the grant agreement between the City of Deltona and the State of Florida Division of Emergency Management in its entirety as this document only provides an excerpt of the grant agreement to emphasize important grant requirements and is not intended to replace the content of the full grant agreement.

Equal Opportunity Employment

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

Bid #25010 Elevation of Flood Prone Home

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an Investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the Interests of the United States.

Copeland Anti-Kickback Act

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contract Work Hours and Safety Standards

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Deltona shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act:

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA Federal Water Pollution Control Act:

Bid #25010 Elevation of Flood Prone Home

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the City the applicant entering into the contract) and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City of Deltona. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Deltona, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendments

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this contract amount is \$100,000 or more, the contractor, and subcontractors as applicable, shall sign the Certification Regarding Lobbying form.

Energy Efficiency

Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 62016422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a. If the Contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Contractor must take; the requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Contractor to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

DHS Seal, Logo, and Flags

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

Access to Records

- (1) The Contractor agrees to provide the City of Deltona, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders

By submitting a proposal, the Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

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

Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

INSURANCE REQUIREMENTS

Contractor's and Subcontractor's Insurance Requirements

Type of Insurance

Workers Compensation Florida Statutory Coverage

General Liability: \$1,000,000, Each Occurrence

\$2,000,000 General Aggregate

The City shall require Products/Completed Operations coverage to be provided for up to a minimum of two (2) years after completion of the construction project.

Automobile Liability: \$1,000,000 Each Accident

Umbrella or Excess Liability: \$3,000,000

Pollution Liability: \$1,000,000, Each Occurrence

If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

In the event Contractor owns, or agrees to be responsible for the use, operation and maintenance of an above-ground petroleum storage tank, fuel truck, or performs fueling services, Contractor shall maintain Pollution Liability Insurance, or similar third-party environmental liability, at a minimum limit not less than \$1,000,000 per occurrence combined single limit with a \$1,000,000 annual aggregate providing coverage for damages against, but not limited to, bodily injury, property damage, clean up, corrective action including assessment, remediation and defense costs.

Note that the above insurance amounts are the minimum required for this project. Projects will not be awarded to contractors that do not meet the minimum insurance requirements for this project.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of Deltona

2345 Providence Blvd.

Deltona, FL 32725

ATTN: Purchasing Manager

Additional Types of Insurance

Builder's Risk Insurance - a special type of property insurance which indemnifies against damage to buildings while they are under construction. The City required this insurance at a level of 100% Value of the Project.

Longshoreman Insurance - required insurance coverage for many contractors and workers that work in and around a body of water. The Longshore and Harbor Worker's Compensation Act (LHWCA) was passed by Congress in 1927 and protects over 678,000 workers who may be injured or have an employment-related injury or occupational disease on navigable waters of the United States of America, or in adjoining areas. Longshoreman Insurance is the federal type of workers compensation insurance.

Worker's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protected under such provisions.

Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the Contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against and of the special hazards which may be encountered in the performance of this Contract.

Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above. A certificate of existing insurance shall be submitted with the bid as proof of insurability. If the current coverage does not meet the BID requirements, then the Contractor should request an affidavit of insurability from the Contractor's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the BID requirements. The Contractor agrees to accept and abide by the City of Deltona safety regulations in complete accordance with the attached requirements.

Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the under the Contractor's own policy.

Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

- A. Property damage arising out of blasting or explosions;
- B. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.
- C. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.
- D. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

Off-Site Liability Coverage

In addition to all other terms, covenants and conditions, the Contractor agrees that in the event the structure is moved off-site, and during said move, the said structure either collapses or otherwise cannot be moved in the normal and customary manner, he shall be responsible for all costs to the City and any liability, tort or otherwise, imposed by law, and shall secure a policy of insurance to cover such an event in an amount of at least one million dollars and shall have the City of Deltona as co-insured on said policy of insurance.

Hold Harmless Clause

The Contractor will be fully liable for any damage to or destruction of any of the three (3) properties that are part of this home elevation project.

The Contractor will be financially and structurally liable for the repair of any cracks in sheetrock and replace cracked tile only caused due to the elevation process.

Therefore, the Contractor shall hold FEMA, the Florida Division of Emergency Management and the City of Deltona harmless against all claims of whatever nature arising out of the Contractor and/or subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Indemnification

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

“To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the AGENCY and the State of Florida, Department of Transportation, including the Department’s officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor. The foregoing indemnification shall not constitute a waiver of the Department’s or AGENCY’s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. nor shall the same be construed to constitute an agreement by Contractor to indemnify AGENCY for the negligent acts or

omissions of AGENCY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute an agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.”

RESPONSIBILITIES OF THE CONTRACTOR

Public Records

All material submitted regarding this bid becomes the property of the City. Bid documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-8502.

The contractor is required to comply with public records laws, specifically to:

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

Contractor's Representative

The Contractor shall have a competent superintendent and any necessary assistants, all satisfactory to the Owner, on the project limits at all times. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be employed. The superintendent shall represent the Contractor in the Contractor's absence, and all directions given to the superintendent shall be binding on the Contractor. The Contractor shall give sufficient attention and supervision to the work.

Contractor's Understanding

- A. It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be the Contractor's duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definitions in [Terms and Conditions](#).
- C. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

Permits, Licenses, Taxes and Regulations

- A. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph VIII, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation. See definitions in [Terms and Conditions](#).

Protection of Work, Persons and Property

- A. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect all property from injury or loss arising in connection with the Contract. The

Bid #25010 Elevation of Flood Prone Home

Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. The Contractor shall provide reasonable maintenance of traffic ways for the public, and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. The Contractor shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after forty-eight (48) hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due to the Contractor under this Contract.

Scope of the Contractor's Service

A. The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect all property from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. The Contractor shall provide reasonable maintenance of traffic ways for the public, and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. The Contractor shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

B. In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after forty-eight (48) hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due to the Contractor under this Contract.

Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Bid #25010 Elevation of Flood Prone Home

Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

Contractors and Subcontractors

- A. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.
- B. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.
- C. All subcontracts shall include the aforementioned audit and record keeping requirements.



SCOPE OF WORK

ELEVATION OF A FLOOD-PRONE HOME 2560 West Tulsa Drive Deltona, Florida 32738

The City of Deltona, Florida, is soliciting an Invitation to Bid# 25010 for the Elevation of a Flood-Prone Home located at 2560 West Tulsa Drive.

This elevation project encompasses a single-family home located within a Special Flood Hazard Area (SFHA) classified as Zone "AE", per FEMA's Flood Insurance Rate Maps. This home has experienced structural flooding since 1997. Due to the structure's finished floor elevation being below the Base Flood Elevation (BFE) of 50 ft, NAVD established by FEMA, this home is presently at imminent risk of reoccurring flooding. The structure will be elevated 10 feet above current elevation. The habitable living area of the original structure will be elevated, and the non-habitable area will be converted to a parking area and will also serve as a temporary storage area.

This project is being funded by FEMA's Hazard Mitigation Grant Program (HMGP Contract No. 4680-024-R). The elevation project will protect this home following the 100-year storm event. Consequently, future flood-related damage and flood claims will be reduced and/or eliminated.

The residential structure was built in 1993 and it sits on an approx. 16-inch-high stem wall. An approximate 8-ft x 17-ft addition (master bedroom) to the original concrete slab was built in 2006. Additional structural support for the addition will be required. The property is served by underground electric. There is a sprinkler system (operational), and St. Augustine grass onsite. The Contractor must provide a base bid based on stem walls and a bid alternate based on elevation on concrete pilings. The contractor will tunnel underneath the structure, install beams, cribbing and hydraulic jacks for raising the structure, raise the structures to the required height and shore up. This home will require a platform lift or elevator for the homeowners' access to the elevated living quarters.

The project must be completed in strict compliance with the Florida Building Code and ASCE 24-14 and shall meet National Flood Insurance Program (NFIP) standards per 44 CFR Part 60 as well as local floodplain ordinances or any other applicable local regulations. When completed, the project shall meet the Flood Zone requirements including having the lowest floor at a minimum of one foot above the BFE.

Appropriate ingress/egress access points will be provided, and all utilities will be disconnected and reconnected once the structure is elevated. Ground disturbance will be limited to the parcel with the structure to be elevated and will not encroach into adjacent parcels. The staging area will be located on-site.

- The Contractor is expected to correct any and all cracks to the floors, ceiling, and wall (exterior and interior) that may develop due to the elevation process.
- The Contractor shall take an extensive amount of photographs before and after the elevation works, and submit a photographic documentation file to the City before commencing the elevation work.
- Once the structure is elevated, the ground cover within the footprint of the elevated structure should consist of stone/gravel to allow parking underneath the structure and avoid ground erosion.



Bid #25010 Elevation of Flood Prone Home

<p align="center">BID RESPONSE FORM BID NO. 25010 ELEVATION OF A FLOOD PRONE HOME</p>
--

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder, having visited the site of the work and having become familiarized with the conditions affecting the cost of the work and with all requirements of the proposed Contract Documents, and duly issued Addenda to said documents, as acknowledged herein, proposes to furnish and perform all things required in labor, material, necessary tools, expendable equipment, and all services necessary to perform and complete in a workmanlike manner all work required by said documents and Addenda.

TOTAL BID PROPOSAL

Project Name: Elevation of a Flood-Prone Home

Project Location: 2560 West Tulsa Drive, Deltona Florida, 32738

Refer to **Attachment XX** for the structure footprint (floor plan) and square footage to be elevated (source: Volusia County Property Appraiser's Office)

*The structure will be elevated 10 feet from existing conditions

ELEVATION ON STEM WALL OPTION

No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Boundary Survey and Engineering Drawings	1	each	6,708.30	6,708.30
2	Permits and Bonding and Insurance	1	each	8,138.20	8,138.20
3	Mobilization, Equipment Installation and Site Preparation	1	each	7,909.11	7,909.11
4	Dumpster / Trash Removal and Job Site Port-a-Potty	1	each	2,863.66	2,863.66
5	Erosion and Sediment Control (construction fence)	1	each	1,947.29	1,947.29
6	Demolition, Removal, and Disposal of Concrete adjacent to home	1	each	3,340.93	3,340.93
7	Excavation	1	each	64,947.75	64,947.75
8	Foundation Work (footers and stem walls)	1	each	97,746.18	97,746.18

Bid #25010 Elevation of Flood Prone Home

9	Elevate Utilities (air handler, electric outlets, etc.)	1	each	1,909.11	1,909.11
10	Electrical, Plumbing, HVAC (disconnect & reconnect, bring spigots and gutters down to lower level)	1	each	17,181.94	17,181.94
11	Lift Structure (steel beams, cribbing, and jacks)	1	each	140,637.26	140,637.26
12	Front and Back Entry Landings, Stairs, Utility Platforms	1	each	30,545.68	30,545.68
13	Lift Platform	1	each	28,750.00	28,750.00
14	Replace Existing Garage Door with an Exterior Wall and a Hurricane-Proof Window	1	each	3,436.39	3,436.39
15	Final Grading of yard to allow for proper drainage	1	each	1,374.56	1,374.56
16	Disturbed landscape restoration (St. Augustine grass, sprinkler system if damaged, etc.)	1	each	1,680.01	1,680.01
17	Impacted concrete restoration	1	each	1,687.50	1,687.50
18	Restore impacted exterior/interior content (i.e., walls, floors, etc.) to pre-existing conditions	1	each	1,126.30	1,126.30
19	Ground cover (gravel) for area underneath the elevated structure	1	each	2,512.07	2,512.07
20	Clean Job Site	1	each	3,265.10	3,265.10
21	Final Elevation Certificate	1	each	2,863.66	2,863.66
TOTAL					\$ 430,571.00

**ALTERNATE BID – ELEVATION ON PILINGS
OPTION**

No.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Boundary Survey and Engineering Drawings	1	each	6,708.30	6,708.30
2	Permits and Bonding and Insurance	1	each	2,138.20	8,138.20
3	Mobilization, Equipment Installation and Site Preparation	1	each	1,909.11	7,909.11
4	Dumpster / Trash Removal and Job Site Port-a-Potty	1	each	2,863.66	2,863.66
5	Erosion and Sediment Control (construction fence)	1	each	1,431.83	1,947.29
6	Demolition, Removal, and Disposal of Concrete adjacent to home	1	each	3,340.93	3,340.93
7	Excavation	1	each	6,4947.75	64,947.75
8	Foundation Work (footers and concrete columns/piers)	1	each	9,7746.18	97,746.18
9	Elevate Utilities (air handler, electric outlets, etc.)	1	each	1,909.11	1,909.11
10	Electrical, Plumbing, HVAC (disconnect & reconnect, bring spigots and gutters down to lower level)	1	each	17,181.94	17,181.94
11	Lift Structure (steel beams, cribbing, and jacks)	1	each	120,637.26	120,637.26
12	Front and Back Entry Landings, Stairs, Utility Platforms	1	each	30,545.68	30,545.68
13	Lift Platform	1	each	28,750.00	28,750.00

Bid #25010 Elevation of Flood Prone Home

14	Replace Existing Garage Door with an Exterior Wall and a Hurricane-Proof Window	1	each	3,436.39	3,436.39
15	Final Grading of yard to allow for proper drainage	1	each	1,374.56	1,374.56
16	Disturbed landscape restoration (St. Augustine grass, sprinkler system if damaged, etc.)	1	each	1,680.01	1,680.01
17	Impacted concrete restoration	1	each	1,687.50	1,687.50
18	Restore impacted exterior/interior content (i.e., walls, floors, etc.) to pre-existing conditions	1	each	1,126.30	1,126.30
19	Ground cover (gravel) for area underneath the elevated structure	1	each	2,512.07	2,512.07
20	Clean Job Site	1	each	3,265.10	3,265.10
21	Final Elevation Certificate	1	each	2,863.66	2,863.66
TOTAL					\$ 410,571.00

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor Byrdson Services, LLC Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: 

Signature

James. H. Griffin, CSP

Name and Title

1245 West Cardinal

Street Address

Beaumont, Texas 77705

City, State, Zip

5.19.2025

Date

City of Deltona

Recipient's Name

H1144

DEM Contract Number

4680-024-R

FEMA Project Number

City of Deltona

COMPLIANCE WITH 2 C.F.R. §200.321:

**"Contracting with small and minority businesses, women's business enterprises,
and labor surplus area firms"**

The undersigned bidder hereby certifies that Byrdson Services, LLC has taken
(Name of Business)
the next affirmative steps, if subcontractors are to be used, to assure that MBE/WBEs are used,
whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs. Rather, the requirement only imposes an obligation to carry out and document the affirmative steps identified above.

As the person authorized to sign this statement, I certify that this firm has complied fully with the above requirements.



Proposer's Signature
James H. Griffin, CSP - President

Proposer's Name and Title

5.19.2025

Date

Bid #25010 Elevation of Flood Prone Home

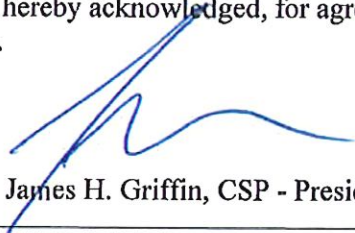
HOLD HARMLESS AND INDEMNITY AGREEMENT

Byrdson Services, LLC, agrees through the signing of this document by an authorized party or agent that it shall defend, indemnify and hold harmless the City of Deltona, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments of every name and description arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Deltona, its agents, employees, and public officials excluding only the sole negligence of the City of Deltona, its agents, employees, and Public Officials.

This provision shall also pertain to any claims brought against the City of Deltona, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

The Contractor's obligation to indemnify the City of Deltona, its agents, employees and public officials under this provision shall be limited to \$1,000,000 per occurrence which the parties agree bears a reasonable commercial relationship to the contract.

The Contractor agrees to accept, and acknowledges as adequate remunerations, the consideration of \$10, which is part of the agreed bid price, the promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, for agreement to enter into this Hold Harmless and Indemnity Agreement.



James H. Griffin, CSP - President

CONTRACTOR

5.19.2025

DATE

This Form Must Be Completed and Returned with your Submittal.

**CITY OF DELTONA
BIDDER INFORMATION FORM**

The information below is required to complete your bid packet. Type or print only.

Company Name: Byrdson Services, LLC

Address: 1245 West Cardinal Drive

City: Beaumont

State: Texas

Zip Code: 77705

Phone Number: 409.203.4075

Fax Number: 409.299.3403

Project Contact: James Griffin

e-mail address: procurements@byrdsonservices.com

Remittance (Payment) Mailing Information

Address: 1245 West Cardinal Drive

City: Beaumont State: Texas Zip Code: 77705

Phone Number: 409.203.4075

Fax Number: 409.299.3403

Project Contact: James Griffin

e-mail address: procurements@byrdsonservices.com

Federal Tax ID No.: 56-2671960

Tax ID Type: ☒ Federal Tax ID ☐ Social Security Number

This Form Must Be Completed and Returned with your Submittal.

Bid #25010 Elevation of Flood Prone Home

References

CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER	SCOPE OF SERVICES PROVIDED/JOB NAME
Santa Rosa Island Authority	Jeff Ward	(703) 472.2363 ()	Single Family Home Elevation
North Carolina	Steve Jackson	(919) 873.5879 ()	Single Family Home Elevation
Nassau Bay	Jeff Ward	(703) 472.2363 ()	Single Family Home Elevation

Does Bidder have any similar work in progress at time of Bid Opening? Yes ☒ No ☐
If "Yes", explain: Jefferson County FEMA Home Elevation

References who are located in foreign countries are not acceptable.

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Byrdson Services, LLC does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed 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 under bid, 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 of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

James H. Griffin, CSP - President


Bidder's Signature

5/19/2025

Date

This Form Must Be Completed and Returned with your Submittal, if applicable
Bid #25010 Elevation of Flood Prone Home

Statement of No Bid
Bid No. 25010
Elevation of Flood Prone Home

If your company does not intend to bid on this Procurement, please complete and return this form prior to the date shown for receipt of bids to: CITY OF DELTONA, Purchasing Manager, 2345 Providence Blvd., Deltona, FL 32725.

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s) :

- ☐ Specifications are too "restrictive." (please explain below)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear. (please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this type of product or equivalent
- ☐ Our production schedule would not permit us to perform
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below)

N/A

REMARKS:

<hr/> Company Name	<hr/> Telephone
--------------------	-----------------

<hr/> X Signature	<hr/> Fax
-----------------------------	-----------

<hr/> Title	<hr/> Typed or Printed Name
-------------	-----------------------------

<hr/> Address	<hr/> City	<hr/> State	<hr/> Zip
---------------	------------	-------------	-----------

Bid #25010 Elevation of Flood Prone Home

E-VERIFY FORM

Project Name:	Elevation of a Flood Prone Home- City of Deltona
Project No.:	25010

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Deltona; and
- c) Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

ACKNOWLEDGEMENT

Company Name:	Byrdson Services, LLC	
Authorized Signature:		
Print Name:	James H. Griffin, CSP	
Title	President	
Date:	5.19.2025	
Phone:	409.203.4075	
Email:	procurements@byrdsonservices.com	Website: www.byrdsonservices.com

Bid #25010 Elevation of Flood Prone Home

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Byrdson Services, LLC, a nongovernmental entity.

3. Byrdson Services, LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Joellen Hall
Witness #1 Print Name: Joellen Hall
Erin Broussard
Witness #2 Print Name: Erin Broussard

James H. Griffin, CSP
Print Name: James H. Griffin, CSP
President
Title: President
Byrdson Services, LLC
Entity Name: Byrdson Services, LLC

Texas
State of Florida
County of Jefferson

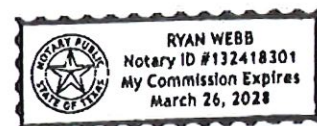
OATH OR AFFIRMATION

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 19 day of May, 20 25, by James H. Griffin (name of person) as President (type of authority) for Byrdson Services, LLC (name of party on behalf of whom instrument is executed).

[Signature]
Notary Public (Print, Stamp, or Type as Commissioned)

☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

Bid #25010 Elevation of Flood Prone Home



**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Byrdson Services, LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Joellen Hall
Witness #1 Print Name: Joellen Hall
Erin Broussard
Witness #2 Print Name: Erin Broussard

James H. Griffin, CSP
Print Name: James H. Griffin, CSP
President
Title: President
Byrdson Services, LLC
Entity Name: Byrdson Services, LLC

OATH OR AFFIRMATION

Texas
State of Florida
County of Jefferson

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 19 day of May, 2025, by James H. Griffin (name of person) as President (type of authority) for Byrdson Services, LLC (name of party on behalf of whom instrument is executed).

[Signature]



Notary Public (Print, Stamp, or Type as Commissioned)

- ☒ Personally known to me; or
☐ Produced identification (Type of Identification: _____)
☐ Did take an oath; or
☐ Did not take an oath

Bid #25010 Elevation of Flood Prone Home

Experience and Qualifications

Ability to Perform

Utilizing an A+ Rated Bonding Company

We are proud to partner with an **A+ Rated Bonding Company** to support our construction projects. This top-tier rating reflects the bonding company's financial strength, stability, and proven track record in fulfilling bond obligations. An A+ rating is awarded only to companies that demonstrate exceptional reliability and capacity to handle claims promptly, ensuring that our clients and partners have peace of mind throughout every project phase.

Choosing an A+ Rated bonding company sets us apart because it guarantees:

1. **Financial Security:** We have superior financial reserves, ensuring we can cover bond claims without disruption.
2. **Reliability:** An A+ rating reflects a consistent history of meeting obligations, safeguarding against unforeseen circumstances.
3. **Credibility:** This rating enhances trust with stakeholders, including homeowners, government agencies, and subcontractors, underscoring our commitment to excellence and risk management.

By working with an A+ rated bonding company, we provide unmatched assurance of quality and accountability, positioning Byrdson Services as a dependable leader in residential construction and disaster recovery programs.

Risks of Using Contractors with Lower-Rated Bonding Companies

Contractors using less-than-A+ rated bonding companies pose risks to project success. Lower-rated companies may lack the financial strength and reliability to handle claims efficiently, leading to potential delays, financial uncertainties, and reduced stakeholder confidence



Experience and Qualifications

Ability to Perform

Elevation Programs Participated in by Byrdson Services, LLC

Byrdson Services has an extensive history of successfully executing elevation projects under federally funded programs nationwide. We've completed over 1,500 Elevation Projects with many of the partners listed below.

Name of Project: New Smyrna Beach, Florida – FEMA Home Elevation Program

Project Description: Single Family Home Elevation

Owner of Project: City of New Smyrna Beach

Owner Reference: Leylah Saavedra, Grant Admin - Pegasus Engineering
321.948.3732 (Phone) | leylah@pegasusengineering.net (Email)

Project Length: 2022-On-Going

FEMA Contract Amount: \$994,300.00

Key Staff Assigned to Project: Sally Byrd, Jim Griffin, Joellen Hall, Jeff Goff, Carl Galvan, Erin Broussard, Ryan Webb

Name of Project: Santa Rosa Island Authority, Pensacola Beach, Florida - FEMA Home Elevation Program

Project Description: Single Family Home Elevation

FEMA Contract Amount: \$5 Million

As a qualified contractor with the Santa Rosa Island Authority, we elevated single-family homes approximately 12 feet above grade, complying with SFHA and city permitting requirements. The project included utility work, foundation construction, and related improvements, with each home backed by a 5-year warranty on workmanship and materials.

Name of Project: City of Nassau Bay – FEMA Home Elevation Program

Project Description: Single Family Home Elevation

Owner of Project: City of Nassau Bay

Owner Reference: Jeff Ward – President JSWA, Inc.
P.O. Box 4356 Leesburg, VA 20177
703-472-2363 (Work Cell) | 703-777-7076 (Office)
jswa1@outlook.com

Project Length: 2014-On-Going

FEMA Contract Amount: \$27.5 Million

Key Staff Assigned to Project: Sally Byrd, Jim Griffin, Joellen Hall, Jeff Goff, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb



Experience and Qualifications

Ability to Perform

Name of Project: Jersey Village -FEMA Home Elevation Program

Project Description: Single Family Home Elevation

Owner of Project: Jersey Village

Owner Reference: Austin Bleess, City Manager 16327 Lakeview Dr, Jersey Village, TX 77040 713.466.2109 Office

ableess@jerseyvillagetc.com

Project Length: 2019-On-Going

FEMA Contract Amount: \$3.5 Million

Key Staff Assigned to Project: Sally Byrd, Jim Griffin, Joellen Hall, Jeff Goff, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb



Name of Project: City of Houston - Single Family Home Elevation FEMA Program

Project Description: Single Family Home Elevation

Owner of Project: City of Houston

Owner Reference: Benjamin Hayes

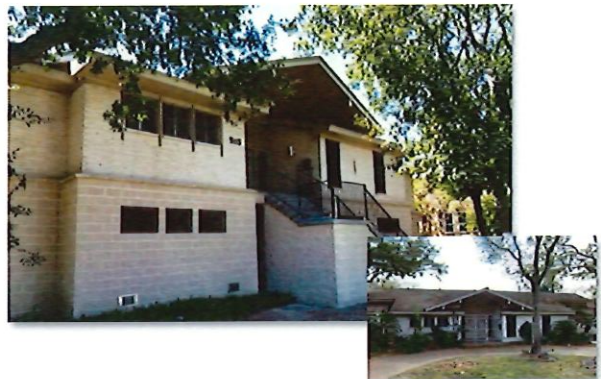
901 Bagby, Houston, TX 77002

832.393.3111 Tel | benjamin.hayes@houstontx.gov

Project Length: 2016-2023

FEMA Contract Amount: \$1 Million

Key Staff Assigned to Project: Sally Byrd, Jim Griffin, Joellen Hall, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb



Name of Project: North Carolina – Residential Rehabilitation, Demolition, and Elevation/Mitigation Services

Project Description: Single Family Reconstruction & Home Elevation

Owner of Project: State of North Carolina –

Dept. of Public Safety: Hazard Mitigation

Owner Reference: Steve Jackson, Deputy

200 Park Office Drive, Durham, NC 27713

919.873.5879 Tel | 984.303.2470 Cell

steven.Jackson@ncdps.gov

Project Length: 2023-On-Going

Contract Amount: \$10 Million

Key Staff Assigned to Project: Sally Byrd, Jim Griffin, Joellen Hall, Jeff Goff, Carl Galvan, Erin Broussard, Ryan Webb, Eliot Pages, Tony Edwards, Miguel Esparanza



Experience and Qualifications

Ability to Perform

Name of Project: Orange County - FEMA (HMGP) Home Elevation Program

Project Description: Single Family Home Elevation

Contract Amount: \$1 Million

We elevated single-family homes approximately 10 feet above grade, ensuring compliance with SFHA, NFIP, and city permitting requirements. The work involved utility disconnection/reconnection, foundation construction, and related improvements, all backed by a 10/2/1 warranty from a third-party provider.

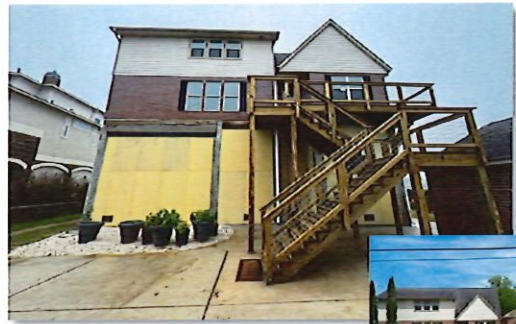


Name of Project: Taylor Lake Village - TWDB - Home Elevation Program

Project Description: Single Family Home Elevation

Contract Amount: \$1 Million

We elevated single-family homes approximately 14 feet above grade, ensuring compliance with SFHA, NFIP, and city permitting requirements. The work involved utility disconnection/reconnection, foundation construction, and related improvements, all backed by a 10/2/1 warranty from a third-party provider.



Name of Project: Galveston County -FEMA Home Elevation Program

Project Description: Single-Family Home Elevation

Owner of Project: Galveston County

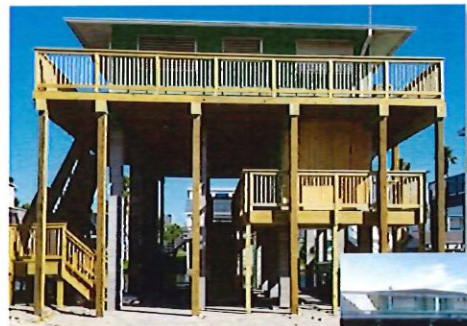
Owner Reference: Rebecca Whitlock– Senior Program Manager 2201 Northland Dr, Austin, Texas 78756 512.270.8830

Rebecca.whitlock@grantworks.net

Project Length: 2019

FEMA Contract Amount: \$1.1 Million

Key Staff Assigned to Project: Sally Byrd, Jim Griffin, Joellen Hall, Jeff Goff, Carl Galvan, Eduardo Barragan, Erin Broussard, Ryan Webb



Experience and Qualifications

Ability to Perform

Name of Project: New Jersey Sandy Recovery Home Program (RREM)

Project Description: Reconstruction, Rehabilitation, Elevation, and Mitigation

FEMA Contract Amount: \$17.2 Million

We partnered with the New Jersey Department of Community Affairs under the CDBG-Hurricane Sandy RREM Program, handling statewide rehabilitation, elevation, and construction of homes. We coordinated with Gilbane and CB&I (now APTIM) to ensure full compliance with local building permits and warranty requirements.



Other Successfully Completed Project:

Name of Project: Guadalupe County - FEMA Home Elevation Program

Project Description: Single Family Home Elevation

FEMA Contract Amount: \$8.1 Million

As a qualified contractor in Guadalupe County, we elevated single-family homes approximately 17 feet above grade, following professional engineering plans. The work included utility disconnection/reconnection, continuous steel-reinforced concrete foundation construction, and related improvements, all within SFHA and city permitting requirements. We completed approximately \$2.13 million worth of contracted projects, consistently ahead of schedule, with a 5-year warranty on workmanship and materials.

Name of Project: City of Conroe – TWDB - FMA Home Elevation Program

Project Length: 2024

FEMA Contract Amount: \$5 Million

Single family homes that were previously below flood level and were elevated approximately 10 feet above grade in accordance to Plans and Specification from a Professional Engineer.

Total Elevations Completed under Federally Funded Programs: 1,529+ Homes

These projects reflect Byrdson Services' ability to execute complex, federally funded elevation projects with precision, compliance, and efficiency, ensuring long-term safety and resilience for homeowners in flood-prone areas.

Experience and Qualifications



Ability to Perform

We are proud to partner with a vast array of Programs throughout the United States

- ✓ Galveston County FEMA Home Elevation Program
- ✓ City of Baytown Disaster Recovery Program
- ✓ City of Nassau Bay FEMA Home Elevation Program
- ✓ Jefferson County FEMA Home Elevation Program
- ✓ Guadalupe County FEMA Home Elevation Program
- ✓ City of Houston FEMA Home Elevation Program
- ✓ Jersey Village FEMA Home Elevation
- ✓ New Smyrna Beach FEMA Home Elevation Program
- ✓ Costa Del Ray Condominiums Elevation in Port Aransas, Texas
- ✓ Private Funded Home Elevation Projects
- ✓ North Carolina Emergency Management Program
- ✓ Santa Rosa Island Authority, Pensacola Beach Florida FEMA Home Elevation Program
- ✓ Orange County- FEMA (HMGP) Home Elevation Program
- ✓ Texas General Land Office (GLO) Hurricane Harvey Disaster Recovery CDBG Program
- ✓ State of Florida Disaster Recovery Program CDBG Funded Program
- ✓ Galveston, Beaumont, and Harris County CDBG Funded Renovation Projects
- ✓ City of Houston Disaster Recovery Program
- ✓ LINC Houston Renovation Program funded through Neighborhood Centers Inc.
- ✓ Reeves County Disaster Recovery Program
- ✓ Hurricane Rita Texas Housing Assistance Program
- ✓ Sabine Pass Restoration Project
- ✓ Hurricane Ike Galveston County Housing Assistance Program
- ✓ East Texas Council of Government's Disaster Recovery Program
- ✓ New Jersey Sandy Recovery Home Program (RREM)



FEMA



Experience and Qualifications

Ability to Perform

Homeowner Testimonials

Byrdson recognizes the significant impact flood damage has on communities. For us, Deltona is not just a project location—it's a community we genuinely care for. Many of our team members have faced the challenges of rising floodwaters firsthand, making our commitment to this cause deeply personal.



"THANK YOU"

It's been a fantastic experience thank you for all the excellent hard work. Each individual crew was a pleasure to work with and did outstanding work. We appreciate what Byrdson Services did for us and our family and we are extremely grateful.

Thanks," -Jacque Ross Beaumont, Texas 7705



"This company worked very hard and came 12 hours away to elevate our house. Miguel was the best; he did everything possible to help us and satisfy our needs. Jillian was awesome, finding accommodations and answering every question for us. It was a blessing from God to receive this grant; also, to every worker who labored with pride and worked so hard, we truly appreciate all your efforts. I would recommend this company, and Miguel tries his best to please his clients."

Thanks," -Tim and Tina Pressley

Experience and Qualifications

Profiles for Principal Team Members

Jim Griffin – President (Certified Safety Professional, CSP)

Experience: 17 years in residential construction management, with direct involvement in over 1,500 FEMA, FMA, TWDB, Community Development Block Grant (CDBG), and HUD-funded home elevation projects, providing an experienced leader who understands the complexities of federally funded programs.

Training: Holds advanced certifications in safety and FEMA compliance, ensuring that all projects meet or exceed safety and grant requirements, minimizing risks to homeowners and the county.

Role: Oversees all operations, ensuring efficient and compliant project delivery. His leadership guarantees projects that are completed on time, within budget, and aligned with grant standards, reducing

Joellen Hall – Vice President of Operations

Experience: 15 years of managing FEMA, FMA, TWDB, and Community Development Block Grant (CDBG) disaster recovery programs, including over 1,470 home elevation projects, providing a proven track record of successful project execution in similar coastal communities.

Training: Expertise in cost control and scheduling, utilizing tools like BuilderTrend and Gantt charts to optimize resource allocation and project timelines. This ensures projects are delivered with maximum efficiency, reducing costs and delays.

Role: Oversees daily operations and subcontractor management, ensuring compliance with federal and state funding requirements.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRIFFIN, JAMES H

BYRDSON SERVICES, LLC
1245 WEST CARDINAL DRIVE
★ BEAUMONT ★ TX 77705 ★

LICENSE NUMBER: CRC1332539

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRIFFIN, JAMES H

BYRDSON SERVICES, LLC
1245 WEST CARDINAL DRIVE
★ BEAUMONT ★ TX 77705 ★

LICENSE NUMBER: CCC1333083

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GLASS AND GLAZING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GRIFFIN, JAMES H

BYRDSON SERVICES, LLC
1245 WEST CARDINAL DRIVE
★ BEAUMONT ★ TX 77705 ★

LICENSE NUMBER: SCC131152476

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 15770 N. Dallas Parkway #700 Dallas TX 75248		CONTACT NAME: C. Jane Cole PHONE (A/C, No, Ext): 214-346-4154 E-MAIL: jacole@higginbotham.net FAX (A/C, No): 972-233-9769		
INSURED Byrdson Services LLC 1245 W. Cardinal Drive Beaumont TX 77705		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Lloyd's		15642
		INSURER B : Berkley Assurance Company		39462
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1909773352

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VUMA0322721	8/4/2024	8/4/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS			VUMA0322731	8/4/2024	8/4/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Follows Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Builders Risk			1650HOU230508	2/17/2025	2/17/2026	Per Home \$500,000 Special Form \$5,000 Per Home Wind & Hail Per Home \$10,000 Per Home

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*8/4/2024-25 Excess Liability (\$4 Mil x of \$1 Mil) Policy #010026042-1 - Kinsale Insurance Company NAIC 38920 - A (Excellent) Follows Form
*9/4/2024- 8/4/2025 Excess Liability (\$3 Mil x of \$4 Mil) Policy #CXS4032472 - Scottsdale Insurance Company NAIC 41297 - A (Excellent) Follows Form
General Liability (includes completed operations & primary and non-contributory) endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. General Liability, Automobile Liability & Workers Compensation policies include a blanket automatic Waiver of Subrogation endorsement that provides such status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER**CANCELLATION**

City of Deltona 2345 Providence Blvd Deltona FL 32725	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 5/22/2025
PRODUCER Box Insurance Agency 1200 S. Main St., Ste 1600 Grapevine TX 76051	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Byrdson Services LLC 1245 W Cardinal Dr Beaumont TX 77705-6410	INSURER A: Progressive County Mutual INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E:	

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Med Pay 5000 <input checked="" type="checkbox"/> UM/UIM \$1m	996522295	4/23/2025	4/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ Incl Above BODILY INJURY (Per accident) \$ Incl Above PROPERTY DAMAGE (Per accident) \$ Incl Above	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001272890 0001272890	5/27/2024 5/27/2025	5/27/2025 5/27/2026	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Auto Liability policy includes a blanket automatic additional insured provision/endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that required such status.

The Auto Liability and Workers Compensation policies include a Blanket Waiver of Subrogation provision/endorsement that provide this coverage to the certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER City of Deltona ATTN: Purchasing Manager 2345 Providence Blvd. Deltona FL 32725	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Box Insurance Agency</i>
---	---

United States Environmental Protection Agency

This is to certify that



Byrdson Services, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires September 04, 2030

NAT-22286-4

Certification #

April 24, 2025

Issued On



A handwritten signature in black ink, appearing to read "Marc Edmonds".

Marc Edmonds, Chief

Risk Assessment Management Branch 2.

BOARD OF CERTIFIED SAFETY PROFESSIONALS

affirms that

James H Griffin

Having made application for and given satisfactory evidence of qualification as required in the By-Laws; is qualified to receive and is hereby authorized to use the designation

Certified Safety Professional

in

Comprehensive Practice

So long as this certificate of qualification is renewed annually and not revoked

*Board of Examiners in witness whereof we have here
unto set our hands and affixed the Seal of the Board
this 10th Day of April, 2003*



President

G. Burkhammer

Secretary

A. L. L.

Serial No.

17583





March 5, 2025

RE: Construction Managers Line of Credit Availability

To Whom it May Concern,

Please allow this letter to serve a written certification of First State Bank of Texas' willingness to increase and extend an existing Revolving line of credit up to \$15,000,000.00 for Byrdson Services, LLC provided procurement is awarded on contracts associated with the above-named Request for Proposals. As of the date of this letter, the line of credit has no balance. For additional information to be provided in this matter, please direct all questions to me directly at:

First State Bank of Texas
3975 Phelan Blvd.
Beaumont, TX 77706
Attn: Robert Kocot
409-926-8114

Should you require anything further in this matter, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert J. Kocot Jr.", written over a faint, larger version of the same signature.

Robert J. Kocot Jr.
First State Bank of Texas
Senior Vice President



USI Insurance Services, LLC -- Surety Division
480 Wildwood Forest Dr., Suite 760, Spring, Texas 77380
Toll Free: 866-694-3018 Main Phone: 832-702-8350

March 5, 2025

Re: Byrdson Services, LLC

To Whom It May Concern:

USI Insurance Services has provided bonding to Byrdson Services, LLC dba Excello Homes since 2012. Byrdson Services, LLC dba Excello Homes is a highly qualified organization and we are pleased to recommend them. They have demonstrated the ability to perform difficult projects in an admirable manner.

Euler Hermes North America Insurance Company, the Surety, is currently providing contract bonds for and provides a working line of \$25,000,000 single with a total work program of \$80,000,000. However, this is not considered their maximum bonding capacity. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bonds.

Euler Hermes North America Insurance Company currently has an A.M Best Rating of "A+" and it appears on the Treasury's Listing of Certified Companies.

Please note that the decision to issue performance and payment bonds is a matter between Byrdson Services, LLC dba Excello Homes and Euler Hermes North America Insurance Company and will be subject to the standard underwriting practices and policies in effect at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you should have any questions, please call me at (832) 702-8344.

Sincerely,

A handwritten signature in blue ink that reads "Scott D. Chapman".

Scott D. Chapman
Regional Surety Leader

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Byrdson Services, LLC

(hereinafter called the Principal), as Principal, and _____ of 1245 West Cardinal Drive, Beaumont, TX 77705

Euler Hermes North America Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Deltona

(hereinafter called the Obligee) in the penal sum of Ten Percent of Amount Bid

_____ Dollars (\$ 10%)
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for
Bid #25010 Elevation of a Flood-Prone Home

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 29th day of May, 2025.

Byrdson Services, LLC

_____ Witness

By: [Signature] President Title

Euler Hermes North America Insurance Company

By: Scott D. Chapman
Scott D. Chapman, Attorney-In-Fact



Allianz
Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
100 International Drive, 22nd Floor • Baltimore, Maryland 21202

The number of persons authorized by this
Power of Attorney is not more than:

6

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Scott D. Chapman Cheryl R. Colson Rosalyn D. Hassell	Keenan Lehmann Courtney J. Goulding Cynthia Giesen	480 Wildwood Forest Drive Suite 760 Spring, TX 77380
		Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of December, 20 23.



James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of December, 20 23, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of May, 20 25.


Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas