
**INVITATION TO BID
FOR
Renovation of Fire Station #51
ITB #26B-021**



Issued By:

Village Community Development Districts
DPM-Construction
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Date of Issue: Friday, June 19, 2026

Due Date/Time: Friday, July 24, 2026 at 3:00 pm

CALENDAR OF EVENTS / BID TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Department. If the Purchasing Department finds it necessary to change any of these dates or times prior to the Bid due date, the change will be accomplished by addendum.

Issue ITB	June 19, 2026
On-Site Pre-Bid Conference (Mandatory)	June 30, 2026, 10:00am Fire Station # 51, 1231 Bonita Blvd, The Villages, FL, 32162
Last Day for Questions	July 10, 2026, 4:00pm
ITB Submittals Due	July 24, 2026, 3:00pm Purchasing Office 3571 Kiessel Road The Villages, FL 32163
Public Opening (Non-Mandatory)	July 24, 2026, 3:15pm Large Conference Room located at 3571 Kiessel Road The Villages, FL 32163 Microsoft Teams Meeting ID: 241 267 883 092 494 Passcode: sY3F4VV7 Teleconference +1 (872) 239-8225 Phone Conference ID: 855976316#
District Board Approvals	*Next Regularly Scheduled Meeting after all Pertinent Forms and Documents are Complete and Ready for Board Review/Approval

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Attachments:

A - C700 Standard General Conditions

B - C800 Supplementary Conditions

C - Fire Station 51 Revised Plans

D - Insurance Requirements

1. REQUIRED DOCUMENTS CHECKLIST

This standardized check list has been provided to assist the Respondents with the submission of the Bid package. This check list cannot be construed as identifying all required submittal documents for this project. Respondents remain responsible for reading the Bid information in its entirety to ensure compliance. Manipulating or altering any of these forms may result in the Bid as being non-responsive.

- Bid Cover Page – Signed and Completed
- Respondents Statement of Experience, Equipment and Personnel & References for Similar Projects - Notarized
 - List at least five (5) references of similar size and scope, as described in the “Scope of Work”
 - Must have a minimum of 5 years experience performing projects of similar size & scope.
- W-9 – Signed and Completed
- Disclosure of Sub-contractors, Sub-consultants and Suppliers – signed and/or information completed - Signed and/or Completed
- If applicable, Sub-Contractors Statement of Experience, Equipment and Personnel & References for Similar Projects - Notarized
- Excel Bid Form submitted in correct format, accurate calculations - Signed and Dated. NOTE: All price information to be used in the Bid review must be submitted on this Bid form, as is. Manipulating or altering this Bid form may result in this bid being non-responsive. Any exception or deviation from this Bid Form should be included in the Exceptions and Deviations Form to be considered separately.
 - One VCCDD (1) Bid Form
- Exceptions / Deviations Page – Signed
- Bidder's Certification – Addenda Acknowledged & Signed
- Certification Regarding Scrutinized Companies' List - Signed
- Drug Free Workplace Certificate – Signed & Notarized
- Anti-Collusion Form - Signed
- Insurance Requirements - Signed
- Certificate of Insurance or Insurance Letter - Informational
- Statement of Terms and Conditions – Signed
- Wildlife Habitat Management Plan – Signed
- Human Trafficking Affidavit - Signed
- Copy of Required/Applicable Licenses or Certifications per specifications
 - State of Florida Certified General Contractor License or State of Florida Certified Building Contractor
 - MOT certification – Intermediate level
- Bonding Requirement Form - Signed
- Bid Bond (10% of bid/proposal amount) **REQUIRED WITH SUBMITTAL**
- Performance Bond Surety Letter **REQUIRED WITH SUBMITTAL**

- AIA G703 or equivalent (Schedule of Values)
- Electronic submittal via OpenGov or a Physical submittal with required number of copies (one (1) original and one (1) copy (for a total of 2) and one (1) electronic copy on a new USB flash drive)

This checklist shall not be construed as a complete list. Vendor is responsible to ensure all requirements of the solicitation are completed.

2. INTENT AND GENERAL INFORMATION

2.1. INVITATION TO BID

The Villages Community Development Districts is requesting bids for Renovation of Fire Station #51. Sealed bids will be received by the Purchasing Department located at 3571 Kiessel Road, The Villages, Florida 32163, bid packets can also be submitted electronically via the [OpenGov Procurement Portal](#), and will be accepted until 3:00 pm on Friday, July 24, 2026 for "ITB #26B-021". Only the vendors' names of all timely received bids shall be read aloud and recorded at the Public Opening. Suppliers have the option to receive the bid results by submitting a Public Records request to the District Clerk's office DistrictClerk@DistrictGov.org. A Notice to Respondents including the bid results will also be issued within 2-3 business days and will be posted on both OpenGov and the District websites.

Respondents shall take careful notice of the following conditions of this Invitation to Bid:

- Submissions by fax, email or other electronic media (**excluding OpenGov**) will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace bids at any time until the deadline for submission of bids.
- All questions received by 4:00 pm on Friday, July 10, 2026 will be considered. Questions will not be answered over the phone. Questions must be in writing and emailed to Veronica Salazar at veronica.salazar@districtgov.org or submitted through the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/districtgov/projects/271690>
- **The VCCDD and each District reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the submittal, and reserve the right to award Agreement in its best interest.**

2.2. MINIMUM REQUIREMENTS

1.) Florida State Certified General Contractor License or Florida State Certified Building Contractor License 2.) MOT Certification, Intermediate or engage consultant with intermediate level certification 3.) A minimum of five (5) years of experience performing projects of similar size and scope.

2.3. MANDATORY PRE-BID CONFERENCE

A pre-bid conference will be held on Tuesday, June 30, 2026 promptly at 10:00 am. Interested Contractors are to meet in the parking lot of **Fire Station # 51, 1231 Bonita Blvd, The Villages, FL, 32162**. Suppliers are required to attend the MANDATORY on-site pre-bid conference for a clear understanding of the project. Only those Suppliers who are present at the MANDATORY on-site pre-bid conference will be permitted to submit a bid in response to this solicitation. Supplier's failure to attend the MANDATORY on-site pre-bid conference shall result in the non-acceptance/rejection of a proposal submittal from Supplier. For directions, please contact Veronica Salazar at veronica.salazar@districtgov.org.

2.4. FORMS & SPECIFICATIONS

Submitters are required to use the official "BID FORMS", and all documents itemized herein are to be submitted. Any variation from the minimum specifications must be clearly stated on the BID FORMS and explained in detail on the EXCEPTION / DEVIATION FORM.

2.5. HOW TO SUBMIT A BID

Submit electronically via the [OpenGov Procurement Portal](#) or a complete bid submittal packet (1 original and one (1) copy (for a total of 2) and one (1) electronic copy on a new USB flash drive) with all required documents as itemized and included herein to be submitted in a sealed envelope, on the outside of which shall be prominently marked with the following identification **ITB #26B-021** with the name and address of the submitter. The bid submittal should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. Submittals can also be mailed or hand delivered to the Purchasing Department at 3571 Kiessel Road, The Villages, FL 32163, by the date and time set forth in the timeline.

2.6. RESPONDENT RESPONSIBILITY

Submitters are fully and completely responsible for the labeling, identification and delivery of their bid submittals. The Purchasing Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages, which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Invitation by the Villages Community Development Districts to Respondents is based on the recipient's specific request and application to <https://procurement.opengov.com/portal/districtgov> or as the result of response by the public to the legal advertisements required by State and District law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.
- Bid submittals that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the sole discretion of the District.
- Any Respondent opting not to bid shall submit a no-bid response electronically via the [OpenGov Procurement Portal](#) and select the "No Bid" option.

2.7. INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Respondent as to the meaning of the Bid/Contract Documents. Any inquiry or request for interpretation received by the Purchasing Department before 4:00 pm Friday, July 10, 2026 will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be uploaded to <https://procurement.opengov.com/portal/districtgov>. Each Respondent shall acknowledge receipt of such addenda in the space provided on the Bidder's Certification Form.
- In case any Respondent fails to acknowledge receipt of such addenda or addendum, his/her bid will nevertheless be construed as though it had been received and acknowledged and the submission of his/her bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Respondent will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Respondent to verify that he/she has received all addenda issued before bids are opened.
- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of bids received. The District and its Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Respondent plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other bid documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

2.8. GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with the District's Purchasing Policies and Procedures, District resolutions, District rules, all federal, state and local laws, ordinances, rules and professional standards or regulations that in any manner affect this solicitation, the selection process, protests, award of Agreement, Agreement management or any other activity associated with this solicitation and the subsequent work required of the successful Respondent. Any Respondent receiving an award from this solicitation must comply with all Governing Laws and Regulations and be responsible for the compliance of such by any and all subcontractors. Any and all work performed under the resultant contract requiring any State licensing or certification must be performed by workers meeting those requirements.

2.9. BLACKOUT PERIOD

In accordance with Florida Statute 287.057(25), Respondents to this Solicitation or persons acting on their behalf may not contact, between the Issue Date of the Solicitation and the end of the 72-hour period following the agency posting the Notice of Intent to Award, excluding Saturdays, Sundays, and state holidays, any District Staff, Board Supervisors or District Consultants concerning any aspect of this Solicitation, except in writing to the District Purchasing Staff. Violation of this provision may be grounds for rejecting a response.

During this blackout period, any attempt to influence the thinking of District Staff, Board Supervisors or District Consultants for or against a specific cause related to a Solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, may result in disqualification of their award and/or contract. This does not apply to Pre-Solicitation Conferences, oral presentations before the Selection Committee, contract negotiations, or communications with District Staff, Board Supervisors or District Consultants not concerning this Solicitation.

2.10. FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the District, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the District of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

2.11. DIRECT PURCHASE BY OWNER

Each Supplier shall include Florida State and other applicable sales taxes for all material, supplies and equipment included in its bid.

The District may, if not prohibited by law, exercise a right to purchase directly various construction materials, supplies and equipment that may be a part of the Project. If so, the District will, via its purchase orders, purchase materials and assist the Supplier in the preparation of such purchase orders. The District shall issue a Certificate of Entitlement to each vendor and the Supplier through its Purchasing Department. The District's purchase order for tangible personal property to be incorporated into the Project must be attached to the Certificate of Entitlement. The District shall issue a separate Certificate of Entitlement for each purchase order. The Certificate of Entitlement shall be signed by an Authorized Representative of the District that may include the District Manager, Assistant District Manager or the Director of Purchasing. The materials shall be purchased from the vendor suppliers selected by the Supplier, for the prices negotiated by the Supplier. The Supplier will provide information to the District to assist in the proper preparation of all purchase orders by the District and will assist in the coordination and receipt of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.

The Contract/Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the District shall not relieve the Subcontractor or Supplier of any of its responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. Supplier shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties.

2.12. ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES

The Respondent by submitting a bid acknowledges that other public agencies may seek to "Piggy-Back" under the same terms and conditions during the effective period of any resulting contract services and/or purchases being offered in this bid for the same prices and/or terms being bid. The successful Respondent has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a public agency is allowed to Piggy-Back any contract, the agency must first obtain the Respondent's approval. Without the Respondent's approval, the seeking agency cannot Piggy-Back.

2.13. STANDARDS OF CONDUCT; COMPLIANCE WITH DISTRICT POLICIES

The Contractor shall ensure that its employees, agents, and subcontractors assigned to perform services conduct themselves in a professional, courteous, and lawful manner at all times while on District property or while performing services on behalf of the District.

Contractor personnel shall comply with all applicable State Laws, Federal laws, and District policies governing workplace conduct, safety, ethics, and harassment prevention, as such policies may be reasonably applicable to non-District personnel performing services on District property.

In the event the District receives a complaint(s) or otherwise determines that the conduct of any Contractor personnel may be inconsistent with the standard herein or District policies, the District reserves the right to require the temporary or permanent removal of such individual from District property or from performing services.

Any such request shall not be construed as a determination of fault or as a direction regarding the Contractor's employment or disciplinary decisions, which shall remain the sole responsibility of the Contractor. Failure to comply with this shall constitute a material breach of the Agreement and may lead to termination of the agreement.

3. PROVIDING BONDING

All bond related fees/expenses are the sole responsibility of the vendor

Applicable Districts:

Village Center Community Development District

3.1. BID BOND

A satisfactory bid bond executed by a surety insurer authorized to do business in Florida and the Respondent (Principal) should identify applicable District(s) as the Owner/Obligee, in an amount equal to ten percent (10%) of the proposal and shall be submitted with each response. No bid/proposal shall be withdrawn for a period of ninety (90) days subsequent to the solicitation opening without the written consent of the District.

3.2. SURETY LETTER

- PROJECT AGREEMENT - A satisfactory letter of intent to bond executed by each Respondent identified as the Principal and an acceptable surety, in an amount no less than one hundred and fifty percent (150%) of the bid amount shall be submitted with each response and identify applicable District(s) (see below) as the Owner/Obligee.

3.3. PAYMENT/PERFORMANCE BONDS

In accordance with Florida Statutes Section 255.05, the awarded Respondent (Principal) shall, before commencing the work, execute and record in the public records of the county where the improvement is located, a payment and performance bond with a surety insurer authorized to do business in Florida as surety. The amount of the Payment and Performance Bonds shall be one hundred percent (100%) of the contracted amount. The awarded Respondent (Principal) is responsible for recording the bonds with the Clerk of the Circuit Court of which the project is located (Sumter, Lake or Marion County). Upon bond submittal, the awarded Respondent (Principal) may be asked to furnish to the District the recording information for the bonds to evidence that the Respondent has met the requirements of Florida law.

4. INTRODUCTION

The Villages is the largest single-site residential real estate development in the United States spanning over 57,000 acres (71 square miles) in three adjoining counties in Central Florida (Lake, Marion and Sumter). The Villages earned the No.1 ranking as the fastest growing micropolitan area in the United States according to a 2008 Census Bureau report. The current population is approximately 146,000 residents and growing.

The Districts are units of special purpose local government each serving a portion of The Villages. Special Districts are widely used throughout the United States to provide for certain service delivery infrastructure such as water management and control (drainage), fire control, road and bridge construction and maintenance, park and recreational facilities, water and sewer systems, sidewalks, multi-modal paths, streetlights, and similar infrastructure that is required to provide urban services to areas that may not have access to such services through a general purpose government such as a municipality.

As a unit of local government, each District is subject to many of the same State Statutes that regulate cities and counties; of particular interest are those statutes related to ethics in government for the elected Board of Supervisors, Government in the Sunshine, a cornerstone of local government in the State of Florida which requires that decisions made by any governmental agency be done at a public meeting; the public records law, which means the records of the District are open for review by any citizen; the auditing requirements in which annually the accounting records of the District are audited by an independent certified accountant and the results of such audit are provided to the State Controller and Auditor General; competitive bidding requirements for construction and maintenance contracts; and various other statutory provisions that protect the interest of the public.

5. SCOPE OF SERVICES

5.1. Description

The Village Center Community Development District is requesting submittals for the Renovation of Fire Station #51. Qualified firms wishing to respond to "ITB #26B-021 Renovation of Fire Station #51" must provide all equipment, labor, and materials described in this document and construction documents provided by K2M Design, whether directly or through subcontractors/sub-consultants. This does not, however, limit the use of subcontractors or sub-consultants.

The intent of this project is to procure a qualified, professional Contractor with a minimum of five (5) years' experience in projects of similar size and scope to provide a Turnkey solution. Contractor shall provide a "Turnkey" job. The construction improvements to the Fire Station #51 are further described in the Conceptual Drawings / Specifications. The Contractor is to provide any additional engineered plans, all required permitting, material submittals, and construction. The lump sum bid shall include all costs associated with mobilization, demobilization, and preparatory work required to complete the project. **Firms are required to submit AIA G703 or equivalent (Schedule of Values) and construction schedule for this project per C700/C800 requirements.**

NOTE: Required licenses for contractors and subcontractors must be submitted with the bid package.

The District intends to award this ITB to the one (1) lowest, most responsive, and responsible Bidder meeting the qualifications and requirements of the solicitation. However, the District reserves the right to make such award(s) as deemed necessary, prudent, and in the best interest of the District. Bid evaluation to determine the lowest, most responsive, and responsible Bidder will include the total Bid amount and the Bidder's references.

The Work will be substantially complete within four hundred eighty (480) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within five hundred ten (510) calendar days after the date when the Contract Times commence to run.

Completion Requirements:

If awarded this construction contract, the Respondent agrees to complete the work covered by this Contract as follows:

- Work shall start at the project site no later than sixty (60) days after the Effective Date of the Contract, or on the date set forth in the Notice to Proceed, whichever occurs first.
- The Contractor shall achieve Substantial Completion within four hundred eighty (480) consecutive calendar days from the date set forth in the Official Notice to Proceed.

- The Contractor shall achieve Final Completion within five hundred ten (510) consecutive calendar days from the date set forth in the Official Notice to Proceed.

Upon receipt of the Notice to Proceed, the Contractor shall immediately apply for all required permits and shall diligently pursue their issuance. Permit acquisition shall not exceed sixty (60) calendar days unless extended in writing by the District for circumstances beyond the Contractor's reasonable control.

The successful Contractor will be responsible for completing all work in accordance with the approved plans and specifications, including all required materials, labor, and permitting, in a timely and professional manner. The successful Contractor and any subcontractors shall attend a pre-construction meeting after bid award approval by the District and execution of the Agreement by all parties.

During the bidding process, the Contractor shall examine the bid plans and scope to achieve a thorough working knowledge of the contract prior to submitting a bid. Any labor, services, materials, equipment or tools that reasonably may be inferred in the solicitation document or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District. Clarifications and interpretations of the Bid Documents shall be issued by the District, as requested, during the question-and-answer time period.

Successful Contractor and any subcontractors will be required to attend a pre-construction meeting after the bid award is approved by the District and the Agreements have been executed by all parties.

Note: The fire station will be closed and non-operational during the renovation project, anticipated closure timeline for construction is 420-days (14-months). Temporary housing shall be accomplished by way of separate Solicitation. This renovation Bid does NOT include temporary housing.

5.2. Scope of Work

The project consists of interior renovation and minimal exterior renovation - interior demolition and removal of the existing features, followed by renovation, provide design, engineered plans and installation of a fire sprinkler system as required per code and constructing additional 883 square footage underroof and 617 square footage of outdoor covered area in accordance with engineered plans, specifications, and construction documents prepared by K2M Design.

It is the intent of these specifications to describe a complete project fully acceptable to the District. Any omitted details shall not relieve the Contractor of performing all necessary work to complete the project to the highest industry standards and to the satisfaction of the District.

All materials and workmanship shall be first class and shall conform to the highest industry standards or the specifications, whichever requirements are more stringent.

Contractor shall be responsible for obtaining all required construction permits and bonds, if required, prior to construction.

Americans w/ Disabilities Act Compliance:

It is the intent of the District to perform all improvements and construction projects in compliance with the ADA requirements. It is the contractor's obligation to construct the project to meet these requirements.

Owner Provided Materials:

The District shall provide and install fitness room equipment, gym mats, Televisions and mounting brackets, bunks, bunk lockers, bunk room shelving and BBQ Grill.

Note: The contractor shall provide all raceways, conduits, boxes, pull strings, etc... for IT systems for additional square footage areas, as required. (See MEP Plans).

Bid Plans notes:

- Apparatus Bay Exhaust Ventilation System to be removed and reinstalled per Safe Air Corporation Plans.

Existing utilities shown are located according to the information available to the Engineer at the time of the Topographic Survey and have not been independently verified by the Owner or Engineer. The Contractor assumes full responsibility for locating and preserving all utilities. Finding the actual location of any existing utilities is the Contractor's responsibility. It is the Contractor's responsibility to contact the various utility Companies which may have buried or aerial utilities within or near the construction area before commencing any work in the vicinity. Furthermore, the Contractor shall be fully responsible for any and all damages due to the Contractor's failure to exactly locate and preserve any and all underground utilities. The Owner or Engineer will assume no liability for any damage sustained or cost incurred because of operations in the vicinity of existing utilities or structures, nor the temporary bracing and shoring of same. If it is necessary to shore, brace, swing, or relocate a utility, the utility Company or Department affected shall be contacted and their permission obtained regarding the method to use for such work.

Contractor shall have available at the job site at all times one copy of the construction documents, including plans, specifications, special conditions, and copies of any required construction permits. Contractor shall provide the District with a copy of all required permits and proof of all inspections with a passing status.

Contractor shall provide an onsite construction trailer or equivalent to hold weekly onsite OAC meetings. The meeting area shall be large enough to accommodate OAC personnel.

Any discrepancies on the drawings shall be immediately brought to the attention of the Owner and Engineer before commencing any work. No field changes or deviations from design are to be made without prior approval of the Owner and notification to the Engineer.

Contractors shall protect existing facilities, structures, and utility lines from damage. Contractor shall protect work, adjacent property, and the public. Contractor is solely responsible for damage or injury due to his neglect.

Contractor shall denote on the plan for the temporary parking and storage area which shall also be used for equipment maintenance and cleaning, employee parking, and placement of portable facilities including office trailers and toilets. The area must be prior approved by the District.

All wash water (concrete trucks, vehicle cleaning, equipment cleaning, etc.) shall be detained and properly treated and disposed of.

Contractor shall provide sufficient oil and grease absorbing material and flotation booms on-site or readily available to contain and clean up fuel or chemical spills and leaks.

Rubbish, trash, garbage, litter, or other such material shall be deposited into sealed containers. Materials shall be prevented from leaving the premises through the actions of wind or stormwater discharge into drainage ditches or waters of the state.

All materials spilled, dropped, washed, or tracked from vehicles or equipment onto roadways or into storm drains must be removed as soon as possible, Contractor responsibility.

All material removed by the Contractor shall be disposed of in a legal manner.

Access / Staging Area and Safety

The District shall designate the access to the site and staging area for the project. Appropriate safety signs shall be posted by the Contractor. The Contractor shall provide, erect, and maintain a six (6) foot safety fence with wind screen to delineate the construction staging area.

The statements above are minimum guidelines and do not relieve the Contractor of conforming to all local, state, or federal safety requirements.

Staging shall be confined to the construction site. The staging site shall be used for parking of equipment, storing of materials, workman parking, and supplies. The staging site must conform to the same standards as the safety / MOT requirements below. Contractor shall confine construction equipment, the storage of materials and equipment,

and the operations of workers to the Site and other areas permitted by the District and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. All areas damaged shall be restored to their original condition by the Contractor.

CONTRACTOR WILL PERFORM THE FOLLOWING WORK SPECIFIC TO THE LOCATION:

- Any grass and landscaping damaged at the project site by Contractor shall be repaired to District Standards. Contractor is responsible for all repairs of damage to District standards.
- A staging site will be supplied for parking of equipment, workman parking, storing materials and supplies, and for debris containers. The staging site must be adequately protected from any potential damage caused by concrete, asphalt, or structure of any kind.
- All areas are to be kept safe for workers and residents. Contractor is responsible for initiating, maintaining, and supervising all safety precautions in accordance with all safety laws and regulations at the project site. Appropriate construction signage with penalties for trespass of non-construction visitors shall be posted. This includes installation of safety cones, barricades, and safety ribbon if needed to secure the location.
- All materials and products shall be mixed and applied in strict conformance to the manufacturer's instructions or the requirements of the specifications, whichever requirements are more stringent.
- Contractor shall have all current local, state, and federal licenses required to perform the work.
- Contractor shall acquire the necessary permits.
- Contractor is responsible for all utility locates. All repairs of damage to utilities not properly located are the responsibility of the Contractor. Contractor is responsible for identifying overhead and underground utilities or pre-existing conditions that may impact construction. Contractor is responsible for all repairs/damages to utilities.
- Contractor shall be responsible for demolition and construction according to the specifications herein, including all materials, labor, permitting and disposal required to complete the project in a timely and professional manner.
- Contractor may subcontract certain procedures or operations with written approval of District Management. Proof of proper licensing and insurance to be provided upon request. Contractor is responsible for work performed by subcontractors.
- **Awardee will need to provide a construction fence with windscreen around the entire construction site at the discretion of the District.**
- Parking for construction employees will be designated and discussed during the Pre-con meeting. Suppliers may only park in designated areas.
- Contractor shall be responsible for legal disposal of all empty containers. Debris containers shall be located in the approved staging area. Use of District debris containers is prohibited unless authorized.

5.3. GENERAL CONDITIONS / SPECIFICATIONS

It is the intent of these General Conditions / Specifications / Bid Package to describe a complete project fully acceptable to The District. Even though certain details may have been inadvertently omitted, the Contractor shall nonetheless perform all work necessary to complete the project to the highest industry standards and acceptable to the District. During the bid process, the contractor shall examine the bid plans and existing conditions to achieve a thorough working knowledge of the project prior to submitting a bid. Any labor, services, materials, or equipment that reasonably may be inferred in the bid documents or from prevailing customary work procedures to produce the indicated result will be provided whether or not specifically called for in the documents at no additional cost to the District. Clarifications and interpretations of the Contract Documents shall be issued by the District upon request.

National Pollutant Discharge Elimination System (NPDES) Requirements:**SITE CLEANLINESS AND CONDITION**

As much as possible, all areas shall be kept free of litter, landscape, and/or construction debris. It is expected that during the routine performance of the construction phases, the Contractor and workers shall be aware of site conditions and keep a neat and clean appearance.

Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and, at the completion of each day of work, will remove all waste materials, rubbish, and debris from and about the premises and roadways, as well as all tools, construction equipment, machinery, and surplus materials, leaving the site clean and ready for acceptance by the District. Contractor is responsible for removal of all debris from the project site.

The Contractor shall provide debris containers for the storage and disposal of any material, which shall be located in the approved staging area. Debris being placed into dumpsters shall be bagged or placed in closed containers before disposal. It is the Contractor's responsibility to supply and maintain such containers/bags. The use of District debris containers (garbage cans and dumpsters) for any refuse disposal by the Contractor is strictly prohibited unless the District has granted authorization.

The Contractor shall provide proper documentation of legal disposal of any debris and documentation to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) permit held by the District.

It should be understood that "THE DISTRICT" is a continuously growing and changing area. Development and construction may from time to time cause damage or interrupt the routine maintenance program. It is important that problems, or potential problems, be brought to the attention of the District Representative as soon as possible for action.

STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

The Contractor shall provide the following stormwater controls prior to any earth disturbance and throughout the duration of the project, through completion, per the National Pollutant Discharge Elimination System (NPDES) Compliance Inspection Manual:

- Install erosion and sediment controls.
- Provide natural buffers or equivalent sediment controls.
- Install perimeter controls.
- Minimize sediment track-out.
- Control discharges from stockpiled sediment or soil.
- Minimize dust.
- Minimize disturbance of steep slopes.
- Preserve topsoil.
- Minimize soil impact.
- Protect storm drain inlets.
- Apply requirements applicable only to sites using specific stormwater controls (conveyance channels, sediment basins, treatment chemicals, and dewatering practices).
- Stabilization requirements.
- Pollution prevention requirements.

- Emergency spill notification.
- Fertilizer discharge restrictions.

NOTE: Within 24 hours after being notified by the District in writing or verbally of defective or unacceptable work or site conditions, if the Contractor fails to correct such work or site conditions, the District may cause the unacceptable work or site conditions to be corrected. If the District corrects the work or site conditions, the District shall be entitled to deduct from any monies due, or which may become due to Contractor, the reasonable cost of remedying the defective or unacceptable work or site conditions.

Provided, however, if the corrective work cannot reasonably be completed within such 24-hour period, and the Contractor immediately begins corrective work, and the District reasonably determines that the Contractor is diligently pursuing completion of such corrective work, the District agrees to allow the Contractor to complete correction of the defective or unacceptable work or site conditions.

In addition, if the Contractor, for any reason, fails to perform any portion of the services required by the Contractor pursuant to this Agreement, the District shall be entitled to deduct from any monies due or which may become due to the Contractor the actual expenditures necessary to complete the services not performed.

All costs and expenses incurred by the District pursuant to this section shall be deducted from monies due, or which may become due to the Contractor for its obligations herein.

The provisions of this paragraph are cumulative to all other provisions of the Agreement and it is not intended that any deductions in payment taken pursuant to this paragraph shall diminish or waive the District's right to declare the Contractor in default in accordance with applicable provisions of the Agreement.

5.4. OPERATIONS AND COMMUNICATIONS

WORK HOURS

Work hours are 7:00 a.m. to 7:00 p.m., seven (7) days per week. Contractor will not be required to work weekends; however, the facility will be available for Saturday and Sunday work if desired. All services shall be scheduled with District-designated personnel. Contractor must provide after-hours contact information to the District.

EMERGENCY SERVICES AND RESPONSE TIME

Emergency service request response time is to be within 2 hours of initial contact for any and all situations that the District deems necessary. The Contractor shall provide the District with a contact list of employees for emergency response.

SUPERVISION

This work will be coordinated with and overseen by a District Representative. However, this provision in no way excuses the Contractor or relieves the Contractor from providing staffing, labor, equipment, supervision, or execution of the work required under the contract.

The Contractor shall appoint a single point of contact for all issues regarding the performance of the agreement. This representative shall be accessible and available to the District Representative at all times.

ROLE OF DISTRICT PROPERTY MANAGEMENT (DPM) SUPERVISOR

The DPM Supervisor shall represent the District during the construction period. The DPM Supervisor shall make periodic visits to the site to observe the progress and quality of the executed work, at which time the District shall have the authority to disapprove or reject any work that is defective, unsatisfactory, faulty, or does not conform to the requirements of this document and the agreement documents.

PROOF OF PROPER LICENSE AND INSURANCE

The District has the right to request proof of current and proper licensing and insurance certification at any time during the term of the contract. Failure to provide proper documentation may lead to suspension of the contract until such time as proper documentation is provided. The District has the right to have the work completed by another

Contractor during this time, and all costs incurred by the District shall be deducted from monies due to the Contractor.

WORKFORCE

Contractor's employees are expected to be dressed in a uniform fashion with company identification. Vehicles should also be easily identified. A neat and clean appearance should be maintained at all times.

The District reserves the right to approve dress codes for Contractor's employees. All Contractor and subcontractor personnel shall wear personal protective equipment (PPE) during their duties, including but not limited to safety vests, protective eyewear or face shields, respiratory protection as required, gloves, and protective clothing. Vehicles shall also be clearly identified.

Contractor's employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times. Contractor shall refer all public inquiries to District-designated personnel.

PARKING

Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility. Contractor vehicles shall be parked in specific areas designated by District personnel.

SECURITY/ACCESS

Contractor will be provided access to service areas. Contractor shall not duplicate any keys issued for such use, or provide keys to anyone other than an authorized employee or agent responsible for the area. Contractor is responsible for establishing procedures that eliminate unauthorized use of District property by Contractor employees.

Areas accessed by Contractor via keys shall be opened only for the purpose of performing the contracted services. Upon completion, areas shall be secured. Contractor shall provide access to District personnel and representatives at all times.

Discovery by District personnel of wrongful use, such as sleeping, non-contract item storage, smoking, etc., will be referred to the Contractor for immediate action. Use of tobacco products by any employees in District-owned properties is prohibited.

STAGING

The designated staging area shall be confined to the work area. The staging site shall be used for parking equipment, Contractor parking, and debris containers. The staging site must conform to the same safety standards described above. Contractor shall confine construction equipment and worker operations to the site and other areas permitted by the District and shall not unreasonably encumber these areas. Use of existing roads adjacent to the building that restricts their use shall be coordinated with District personnel.

MOT REQUIREMENTS

Maintenance of Traffic (MOT) shall follow FDOT specifications and be applied when personnel and equipment are conducting work in or around traffic or pedestrians.

Contractor shall have basic and intermediate-level FDOT MOT-certified staff on each crew.

Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and MOT compliance according to all applicable laws and regulations. Subcontractors shall also comply with these requirements. The general Contractor is responsible for enforcing these safety requirements. Proper signage must be posted and clearly visible to ensure safety for workers and residents. MOT shall be included as part of the Bid Documents.

SAFETY AND PROTECTION

The Contractor shall be solely responsible for initiating, always maintaining and supervising safety precautions at the work site in accordance with all Local, State and Federal Laws, Regulations and Guidelines for the safety of persons or property in the performance of their work for The District. All subcontractors and/or consultants utilized by the Contractor shall also conform to these requirements. It is the responsibility of the Contractor to enforce these safety requirements.

Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents, maintaining and supervising of safety precautions and safety programs. The Contractor shall provide the District with phone numbers, pager numbers, etc. and names of persons to be contacted for safety or repair services outside normal work hours (Normal Work Hours - 8 a.m. to 5 p.m. - Monday through Friday).

The District shall designate access to the site and the staging area for the project. Designated staging area shall be confined to the work area, as applicable. The staging site shall be used for parking of equipment, Contractor parking and debris containers. The staging site must conform to the same standards as the safety requirements listed above. Contractor shall confine construction equipment, and the operations of workers to the site and other areas permitted by the District and shall not unreasonably encumber the site and other areas with construction equipment or other materials, or other use of existing roads adjacent to the building, which will restrict their use, shall be coordinated with District designated personnel.

Contractor shall refer to OSHA general industry standards regarding safety operations.

Contractor is responsible for appropriate construction signage to indicate safety hazards and used at all times in any area necessary for the safety of workers, residents, visitors and others. The identifying notification shall remain in place until the services are complete. Contractor is responsible for signage removal and disposal.

Contractor will be responsible for the safe unloading of all material onto the District's site. Contractor will not be permitted to use any products that are not first approved by the District.

PERSONAL PROTECTION

All Contractor and subcontractor personnel shall wear appropriate PPE, including vests, protective eyewear or face shields, respiratory protection, gloves, and protective clothing.

MATERIALS

Contractor shall provide all labor, materials, and equipment necessary for proper maintenance and repair of District property. Supplies and materials are included in the contract price.

Any labor, services, materials, or equipment reasonably inferred to achieve the intended result shall be provided at no additional cost to the District.

SCHEDULE OF VALUES

Firms are required to submit AIA G703 (Schedule of Values) and construction schedule for this project per C700/C800 requirements.

INSPECTION AND ACCEPTANCE

Inspection and acceptance of product and workmanship shall be accomplished by the District's designated personnel. The District will perform inspections and document any conditions resulting from deviations performed by the Contractor under the agreement. Any discrepancies shall be corrected immediately.

PROJECT TURN OVER

Cleaning: Prior to Substantial Completion of the work, the Contractor shall clean the site and the work and make it ready for utilization by the District. At the completion of the work, the Contractor shall remove from the site all tools, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the contract documents.

CLOSE OUT DOCUMENTS

The Contractor shall provide The District with two bound and complete itemized project manuals, as well as two computer discs (generally a digital version of the close out books), containing, but not limited to, project materials, lists of subcontractors, warranties, red lined as built drawings. The District retains the right to withhold final payment until Contractor provides the manuals.

ACCEPTANCE

When Contractor receives a Certificate of Completion and or Occupancy Permit and considers the entire work ready

for its intended use Contractor shall notify the District, in writing, that the entire work is complete and request that the District perform a final inspection. Upon receipt of notice from the Contractor that the entire work or an agreed portion thereof is complete, the District will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies. Such work shall be at no additional cost to the District.

PUBLIC NOTIFICATIONS

District Property Management will notify necessary news media on any planned closures if necessary.

PERFORMANCE

Contractor shall perform all work in accordance with the requirements, standards, specifications, and terms contained within this Agreement using accepted industry best practices for construction, maintenance, and repair services. Contractor performance shall be subject to review and evaluation by the District throughout the duration of the Agreement.

If the District determines that work performed does not meet the requirements of the Agreement or applicable specification standards, the Contractor shall promptly take all necessary corrective actions at no additional cost to the District. Failure to adequately correct deficient work may result in withholding of payment, removal from the project site, termination for default, or other remedies available to the District under the Agreement.

ADDITIONAL WORK

From time-to-time additional work may be requested of the Contractor by District designated personnel. A cost estimate, schedule, or other determining information may be required before approval of work is to be granted. Each situation will be considered on a case-by-case basis. All additional work shall be completed in a timely manner.

WORK STANDARDS

Contractor shall perform all work in a professional and workmanlike manner using current industry best practices, standards, and accepted construction methods applicable to the services being performed. All work shall comply with all applicable federal, state, and local laws, codes, regulations, manufacturer recommendations, and industry standards. Materials and workmanship shall be of first-class quality and performed to the satisfaction of the District.

ALTERNATE BIDS / APPROVED EQUALS / DEVIATIONS

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from the specifications listed herein must be clearly indicated, otherwise it will be considered that the items offered are in strict compliance with these specifications and the successful bidder will be held responsible. Therefore, deviations must be explained in detail on the form provided. Any item(s) that does not meet District specifications upon delivery will not be accepted and if the item cannot be brought up to the specifications in a reasonable time, the bidder will be required to compensate the District for the difference in price entailed in utilizing the next qualified bidder.

WARRANTY / REPAIRS

The Contractor warrants that all labor, workmanship, materials, and equipment provided under this Agreement shall be free from defects for a period of one (1) year from the date of Final Acceptance by the District, unless otherwise specified herein or covered by a longer manufacturer's warranty. Any defects, failures, or deficiencies occurring within the warranty period shall be repaired or replaced by the Contractor at no additional cost to the District. The District shall have sole discretion in determining whether repair or replacement is acceptable.

The Contractor shall be responsible for all labor, materials, equipment, transportation, supervision, and incidental costs associated with warranty repairs or replacements performed on-site.

Manufacturer warranties shall commence upon Final Acceptance by the District unless otherwise specified by the manufacturer. Where manufacturer warranties exceed the Contractor's one (1) year warranty period, the manufacturer's warranty shall prevail and remain in full force and effect. The Contractor shall provide the District with copies of all applicable manufacturer warranties upon project completion.

Only manufacturer-authorized products or District-approved equals shall be utilized in the performance of the Work described herein. Paint products shall be fully warranted by the manufacturer and installed in accordance with manufacturer recommendations and specifications.

The Contractor shall maintain records of all warranted products, including applicable warranty documentation, and shall make such records available to the District upon request at all times during the warranty period.

DAMAGES

Contractor shall assume full responsibility for any damage to any such land or property, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work. All damages (if any) shall be the responsibility of the Contractor and shall be corrected at the Contractor's expense.

PAYMENT SCHEDULE:

Contractor to submit invoices to AccountsPayable@districtgov.org upon approvals and acceptance by the District for work per the following schedule. All services will be invoiced as completed and submitted to the District's designated personnel office. Approval by District Staff prior to payment is required. Payment for the services described herein shall be inclusive and final with no additional cost to the District. Firms are required to submit AIA G703 (Schedule of Values) and construction schedule for this project per C700/C800 requirements.

6. BID SUBMITTAL**IMPORTANT NOTIFICATION:**

Please Read Below for Very Important Information and Instructions Regarding Your Options for Bid Submittal.

Bids can be either submitted physically with hard copies or electronically through OpenGov <https://procurement.opengov.com/portal/districtgov>. Bids submitted by FAX, email or other electronic media (**excluding OpenGov**) will NOT be accepted under any circumstances.

Deadline for Submissions: Bids must be received no later than 3:00 pm, Friday, July 24, 2026. Late bids will NOT be accepted, and will be returned, unopened, to the Respondent, at the Respondent's expense.

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a response to a Solicitation to provide any goods or services to a public entity, may not submit a response to a Solicitation with a public entity for the construction or repair of any public building or public work, may not submit responses on leases of real property to a public entity crime, may not be awarded or perform work as a Vendor, supplier, sub-Contractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.

The Villages Community Development Districts reserves the right to accept or reject any and/or all bids in whole or in part, to waive any informalities or irregularities in the bid, and to award contract(s) in the best interest of the District.

Physical Submittals: An original and one (1) copy (for a total of 2) and one (1) electronic copy on a new USB flash drive of each bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, "ITB #26B-021" submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, "ITB #26B-021" submitted and the contents sealed as required. Submittals can be mailed or hand delivered to the Purchasing Department at 3571 Kiessel Road, The Villages, FL 32163, by 3:00 pm, Friday, July 24, 2026.

Electronic Submittals: Bids can be submitted electronically through OpenGov <https://procurement.opengov.com/portal/districtgov> by the due date and time set forth in the timeline.

Respondents wanting to submit a response electronically will need to register with OpenGov. Please allow plenty of lead time when using the system for the first time. For questions on how to register with OpenGov, or on how to submit your bid electronically, please send an email to OpenGov at procurement-support@opengov.com.

- Respondent shall submit One (1) complete bid package electronically through OpenGov.
- The Bid must be submitted by e-bid on <https://procurement.opengov.com/portal/districtgov/projects/271690>. Allow ample time to set up the necessary account.
- Prepare your documents in Adobe Acrobat (*.PDF) format to upload, unless noted otherwise.

- Ensure all of the required documents are included in the e-bid submitted on OpenGov before 3:00 pm, Friday, July 24, 2026

Please note that this information may change at any time and with very little notice.

7. VENDOR QUESTIONNAIRE

1. ITB Cover Page*

Please download the below document, complete, **SIGN** and upload.

- [ITB_Cover_Page.pdf](#)

*Response required

2. Pricing Bid Forms*

Please download the below documents, complete, **SIGN** and upload.

Instructions to Bidders for Pricing Bid Form Completion

- 1) Open Excel Document
- 2) There is one (1) form that must be completed.

- VCCDD Bid Form

3) Enter pricing for each of the items in the Price column (yellow)

4) The Bid Total will auto-fill.

5) Save and Print the Excel Bid Form.

6) Sign the Excel Bid Form signature page in blue ink.

7) Scan and upload the Pricing Bid Form with your submittal.

Pricing form must be fully completed, signed and submitted with Bidder's submittal.

Pricing form(s) **MUST** be **fully completed** and submitted with each Respondent's submittal packet.

NOTE:

All price information to be used in the Bid review must be submitted on this Bid form, as is. Manipulating or altering this Bid form may result in this bid being non-responsive. Any exception or deviation from this Bid Form should be included in the Exceptions and Deviations Form to be considered separately.

Only enter pricing in the yellow boxes. All yellow columns/row must include a unit price. If any yellow box is left blank, your bid packet may be rejected as incomplete.

Errors or omissions by either party, may result in the cancellation of the solicitation

- [ITB_#26B-021_Excel_Bid_Form...](#)

*Response required

3. Digital Excel Bid Forms Spreadsheets*

Upload the completed Excel Bid Forms workbook in excel format.

Excel file must contain filled in pricing on all tabs for:

- VCCDD Bid Form

*Response required

4. Respondent's Statement of Experience, Equipment and Personnel *

Please download the below document, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Experience, Equipment & Ref...](#)

*Response required

5. W-9*

Please provide a current W-9.

Download from the IRS website, complete, **SIGN** and include in submittal.

IRS Website Link: [Form W-9 \(Rev. March 2024\)](#)

- [W-9.pdf](#)

*Response required

6. Disclosure of Subcontractors, Experience & References*

Please download the below documents, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Disclosure of Subcontractor...](#)

*Response required

7. Exceptions or Deviations to Specifications*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Exception & Deviations.doc](#)

*Response required

8. Respondent's Certification*

Please download the below document, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Respondent's Certifications...](#)

*Response required

9. Respondent's Certification Regarding Scrutinized Companies' List*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [SCRUTINIZED COMPANIES' LIST...](#)

*Response required

10. Drug-Free Workplace Certificate*

Please download the below documents, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Drug Free Workplace.doc](#)

*Response required

11. Anti-Collusion Statement*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Anti-Collusion Statement.doc](#)

*Response required

12. Insurance Requirements*

Please download the below documents, complete, **SIGN** and upload.

- [INSURANCE REQUIREMENTS.pdf](#)

*Response required

13. COI or Letter of Insurance*

Please upload a COI or Letter of Insurance for informational purposes only.

*Response required

14. Terms and Conditions*

Please download the below document, complete, **SIGN** and upload.

- [Terms and Conditions.pdf](#)

*Response required

15. Wildlife Habitat Management Plan*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Wildlife Habitat Management...](#)

*Response required

16. Human Trafficking Affidavit*

Please download the below documents, complete, **SIGN, NOTARIZE** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Human Trafficking Affidavit...](#)

*Response required

17. Required Certifications and Licenses*

Please upload copies of required licenses or certifications that have not expired:

- 1.) Florida State Contractors License or Florida State General Builders License

2.) MOT Certification, Intermediate

*Response required

18. Bonding Requirements*

Please download the below documents, complete, **SIGN** & upload.

This form is in Microsoft Word for your convenience to facilitate efficient form completion requiring typed or printed input.

Do not alter or change this form. Any alteration or change may result in the rejection of the submission.

- [Bonding Requirement Form Fi...](#)

*Response required

19. Bid Bond*

Please upload a Bid Bond (10% of bid amount)

A satisfactory bid bond executed by a surety insurer authorized to do business in Florida and the Respondent (Principal) should identify applicable District(s) as the Owner/Obligee, in an amount equal to ten percent (10%) of the bid and shall be submitted with each response. No bid shall be withdrawn for a period of ninety (90) days subsequent to the solicitation opening without the written consent of the District.

Applicable Districts:

Village Center Community Development District

*Response required

20. Surety Letter*

Please upload a Surety Letter from a Certified Company:

- PROJECT AGREEMENT - A satisfactory letter of intent to bond executed by each Respondent identified as the Principal and an acceptable surety, in an amount no less than one hundred and fifty percent (150%) of the bid amount shall be submitted with each response and identify applicable District(s) (see below) as the Owner/Obligee.

Applicable District(s):

Village Center Community Development District

*Response required

21. AIA G703 - Schedule of Values*

Upload AIA G703 or equivalent (Schedule of Values) and construction schedule, which are required.

*Response required

8. EXHIBITS/PLANS

Exhibit A - C700 Standard General Conditions

Exhibit B - C800 Supplementary Conditions

Exhibit C - Fire Station 51 Revised Plans

Exhibit C provided in Attachments is also available for purchase from:

C&S Reprographics:

Address: 4420 NE 83rd Rd, Wildwood, FL 34785

Phone: (352) 748-8855

9. SAMPLE C520 AGREEMENT

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **Village Center Community Development District** ("Owner") and **name of contracting entity** ("Contractor") and made effective as of the ___ day of _____, 2026 (the "Effective Date").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

VCCDD – Fire Station 51 Renovation & Addition

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project consists of interior renovation and minimal exterior renovation - interior demolition and removal of the existing features, followed by renovation, constructing additional 883 square footage underroof and 617 square footage of outdoor covered area in accordance with engineered plans, specifications, and construction documents prepared by K2M Design.

ARTICLE 3—ENGINEER AND OWNER'S REPRESENTATIVE

3.01 The Owner has retained **K2M Design** ("Engineer") whose address is **300 Marsh Creek Road, Venice, Florida 34292** to assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The Part of the Project that pertains to the Work has been designed by the Engineer".

3.03 The Owner has retained **K2M Design** ("O/R") to act as Owner's Representative. In each instance where the Contractor is to provide any notice or document to the Owner pursuant to any Contract Document, a copy of the same shall be provided to the Owner's Representative at the same time.

ARTICLE 4—CONTRACT TIME

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Intentionally Deleted.*

4.03 *Contract Times: Days*

A. The Work will be substantially complete within four hundred eighty (480) calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within five hundred ten (510) calendar days after the date when the Contract Times commence to run.

Completion Requirements:

If awarded this construction contract, the Respondent agrees to complete the work covered by this Contract as follows:

- Work shall start at the project site no later than sixty (60) days after the Effective Date of the Contract, or on the date set forth in the Notice to Proceed, whichever occurs first.

- The Contractor shall achieve Substantial Completion within four hundred eighty (480) consecutive calendar days from the date set forth in the Official Notice to Proceed.
- The Contractor shall achieve Final Completion within five hundred ten (510) consecutive calendar days from the date set forth in the Official Notice to Proceed.

4.04 *Milestones*

This Project does not involve Milestones.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner **\$1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones*: Contractor shall pay Owner **\$NA** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—TERMINATION

5.01 Reference to C700

A. The rights of Owner and Contractor to terminate, suspend, or abandon the Work are governed by Article 14 (Termination, Suspension, and Abandonment) of the EJCDC® C700 Standard General Conditions.

B. This Agreement incorporates all C700 provisions regarding:

1. Termination by Owner for Cause.
2. Termination by Owner for Convenience.
3. Termination by Contractor for Cause.
4. Effects of Termination, including payments and responsibilities for completed Work, materials, and demobilization.

5.02 Notice Requirements

All notices of termination under this Agreement shall be provided in accordance with the procedures and timeframes set forth in C700, unless modified in the Supplementary Conditions.

5.03 Payment Upon Termination

Payments due to Contractor upon termination shall be determined in accordance with C700, subject to adjustments in this Agreement or the Supplementary Conditions.

ARTICLE 6—CONTRACT PRICE

6.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **\$XXXXXXX**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). Unit prices are set forth on Exhibit "A" attached hereto and incorporated by reference. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 7—PAYMENT PROCEDURES7.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 *Progress Payments; Retainage*

A. The Owner is a "local government entity" within the meaning of the Florida Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes (the "Act"). This law requires the Owner to make timely payment for services and establishes procedures for calculation of payment due dates. The Contractor acknowledges that it has had the opportunity to review the Act and that its provisions supersede any inconsistent provisions of contracts between the Owner and the Contractor. Owner shall make progress payments during performance of the Work as provided below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- B. The retainage on payments due the Contractor shall be in accordance with Sec. 218.735, Florida Statutes and amendments thereto. The Owner may withhold 5% as retainage.
- C. This section does not require the Owner to pay or release any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, F.S., or otherwise the subject of a claim or demand by the local governmental entity or contractor.
- D. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **10** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

7.03 *Punch list and Final Payment*

- A. As provided in Paragraph 15.03 of the General Conditions and consistent with Sec. 218.735, F.S., the parties shall develop a single list of items and the estimated cost to complete each item on the list required to render complete, satisfactory, and acceptable the Work (the punch list). In any event, the punch list shall be developed within 30 calendar days after reaching Substantial Completion.
- B. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

7.04 *Consent of Surety*

- A. Owner shall not be obligated to make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

7.05 *Interest*

- A. All amounts not paid when due will bear interest in accordance with the Local Government Prompt Pay Act.

ARTICLE 8—CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. **Fire Station #51 Construction Documents** listed in the table of contents of the Exhibit D
 - 6. Drawings (not attached but incorporated by reference) consisting of **85** pages with each sheet bearing the following general title: **VCDD – Fire Station 51 Renovation & Addition**.
 - 7. *Intentionally Deleted*.
 - 8. Addenda (numbers **[number]** to **[number]**, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A – Lump Sum Pricing
 - b. Exhibit B – C700 Standard General Conditions

- c. Exhibit C – C800 Supplementary Conditions
- d. Exhibit D – VCDD Fire Station 51 Renovation & Addition Construction Documents

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.

B. The Contract Documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 Contractor's Representations

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

9.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Contractor acknowledges and certifies its compliance with the following: Section 287.133, Florida Statutes, provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contract, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Prior to the employment of any person performing services to the District, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all employees within the State of Florida that are hired by Contractor after the execution of this Agreement who are providing labor to the District; and (b) all employees within the State of Florida of any of the Contractor's sub-contractors that are hired by those sub-contractors after the execution of this agreement who are providing labor to the District.

D. The Contractor certifies that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes relating to Human Trafficking, and has or will provide an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting the same upon execution, renewal, or extension of this Agreement.

9.03 Standard and Supplementary General Conditions; Miscellaneous Provisions For Florida Local Government Contracting

A. The General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions. The Supplementary Conditions that are made a part of this Contract are EJCDC® C-800, Supplementary Conditions of the Construction Contract, as modified and supplied by the Owner.

- B. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- C. The Contractor hereby acknowledges that a local government may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor give preference to a vendor based on the vendor's social, political, or ideological interests.
- D. *Indemnification and Sovereign Immunity.* Nothing contained in the Contract between the Owner and the Contractor, or in any instruments executed pursuant to the terms of such Contract, shall be construed or interpreted as a waiver by the Board of any right, privilege or immunity, whether in contract or tort, that the Board may enjoy under the constitution and laws of the State of Florida, including the limitations of liability set forth in Section 768.28, Florida Statutes, as it now or may hereafter exist. Florida law shall be applied to the interpretation and enforcement of contracts between the Owner and the Contractor. Nothing in the contract between the Owner and the Contractor shall require the Owner to indemnify the Contractor for the Contractor's negligence. Any provision in the contract or contracts between the Owner and the Contractor whereby the Owner agrees to indemnify any person shall be limited to the amounts of the sovereign immunity waivers for tort claims set out at Section 768.28, Florida Statutes. If the Contract contains a promise to indemnify or hold harmless that is subject to the provisions of Sec. 725.06, Florida Statutes, then such promise shall be limited to the extent necessary to comply with that statute and shall be monetarily limited in amount to \$1 million per occurrence or two times the Contract Price, whichever is greater.
- E. *Public Records (§ 119.0701, F.S.)*

In accordance with the provisions of Section 119.0701(2), Florida Statutes:

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 DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT JENNIFER FARLOW DISTRICT CLERK, 3571 KIESSEL ROAD THE VILLAGES, FLORIDA 32163; 352-751-3939. EMAIL: JENNIFER.FARLOW@DISTRICTGOV.ORG

The CONTRACTOR must comply with public records laws, specifically to:

1. Keep and maintain public records required by the Board to perform the service.
2. Upon request from the District's custodian of public records, provide the District 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that the 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 term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District.
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District. No public record created by or in the possession of the District or Contractor is exempt or confidential unless it is subject to a specific provision of Florida statute conferring exempt or confidential status, and public records,

other than exempt or confidential public records, will be provided by the District to any person upon request without notice to the Contractor.

F. *State Produced Lumber; United States-Produced Iron And Steel Products.* The District hereby specifies the use of lumber, timber, and other forest products produced and manufactured in this state, if such products are incorporated into the public work under the Agreement, and if such products are available and their price, fitness, and quality are equal. This section does not apply: (1). To plywood specified for monolithic concrete forms; (2) If the structural or service requirements for timber for a particular job cannot be supplied by native species; (3) If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; (4) To transportation projects for which federal aid funds are available. In addition, any iron or steel product permanently incorporated in public works projects shall be produced in the United States, unless the District has determined that (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality; (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent; or (3) this requirement is inconsistent with the public interest.

G. *Scrutinized Companies and Countries (§287.135, §287.473, Florida Statutes).* Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If District determines that Contractor has falsely certified facts under this paragraph or if Contractor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Amendment, District will have all rights and remedies to terminate this Amendment consistent with Section 287.135, Florida Statutes, as amended. The District reserves all rights to waive the certifications required by this paragraph on a case-by-case exemption basis pursuant to Section 287.135, Florida Statutes, as amended. See Sections 287.135 and 215.473, Florida Statutes.

H. *Claims for Construction Defects (§558.005, Florida Statutes).* ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the Effective Date.

OWNER:

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____