

# PURCHASE ORDER

**Tern Bay Community  
Development District**

P.O. NO. 25-0010

DATE August 15, 2025

REF Estimate N/A

**VENDOR** York Bridge Concepts  
2423 Brunello Trace  
Lutz, FL 33558  
(813) 956-1763  
[bkennedy@ybc.com](mailto:bkennedy@ybc.com)

**SHIP TO** James Ward  
Tern Bay CDD  
2301 NE 37<sup>th</sup> Street  
Fort Lauderdale, FL 33308  
954-658-4900  
[jimward@jowardassociates.com](mailto:jimward@jowardassociates.com)

<b>Services</b>	<b>Payment Term</b>
Bridge Repairs and Wear Surface Replacement	Monthly

ITEM #	DESCRIPTION	Estimated Quantities	LINE TOTAL
1	<p>Repairs utilize treated dimensional wood and all treated timber framework (unless noted as hardwoods or composite), including:</p> <ul style="list-style-type: none"> <li>• Remove and replace entire vehicular weardeck using 5/4" hardwood materials, glued and fastened to subdeck.</li> <li>• Remove and replace entire pedestrian deck system using 5/4" composite materials.</li> <li>• Remove and replace entire pedestrian rail cap using composite materials.</li> <li>• Install HDPE post caps on all vehicular guiderail posts.</li> <li>• Provide additional assessments and associated costs for concealed/non-visible bridge components needing repair after removal of existing elements.</li> <li>• Application of Translucent Oil on pedestrian rails and vehicular rails as part of the Protective Systems (PS).</li> </ul> <p>This scope includes the design, engineering, supervision, labor, materials, and equipment necessary for construction of this structure as described within this contract. Work requested outside of this specific scope will require additional charges.</p> <p>Additional scope terms and conditions include:</p> <ul style="list-style-type: none"> <li>• Mobilization and demobilization</li> <li>• Dumpster provided by awarded vendor, crews will clean up each work site daily and dispose of all scraps and debris.</li> <li>• Bathroom facilities</li> <li>• Working hours are Monday through Saturday, 7AM – 5PM.</li> </ul>	1	\$997,500.00
<b>SUBTOTAL</b>			\$997,500.00
<b>FREIGHT</b>			Included
<b>TOTAL</b>			<b>\$997,500.00</b>

**THE PURCHASE ORDER SUBJECT TO THE TERMS AND CONDITIONS  
ATTACHED HERE TO AND MADE A PART HEREOF.**

**SALES TAX EXEMPT NUMBER: 85-8013228253C-7**

Authorized by \_\_\_\_\_

Date \_\_\_\_\_

**COMMUNITY DEVELOPMENT DISTRICT  
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- 1. Offer:** This offer is subject to cancellation by the DISTRICT without notice if not accepted by VENDOR within fourteen (14) days of issuance.
- 2. Acceptance and Confirmation:** This Purchase Order (including all documents attached to or referenced herein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the DISTRICT on the face of this Purchase Order. Each delivery of goods and/or services received by the DISTRICT from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added, and Purchase Order may not be changed except by written instrument executed by the DISTRICT. VENDOR is deemed to be on notice that the DISTRICT objects to any additional or different terms and conditions contained in any acknowledgment, invoice, or other communication from VENDOR, notwithstanding the DISTRICT'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

- 3. Inspection:** All goods and/or services delivered hereunder shall be received subject to the DISTRICT'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the DISTRICT prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are in non-conforming or otherwise rejected by the DISTRICT.

**4. Shipping and Invoices:**

- a)** All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the DISTRICT at the time and place of delivery, provided that risk of loss prior to actual receipt of the goods by the DISTRICT nonetheless remain with VENDOR.
- b)** No charges will be paid by the DISTRICT for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued, nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c)** All shipments of goods scheduled on the same day via the Se me route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each carload of equipment. The DISTRICT reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

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d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of DISTRICT Commissioners Purchasing Policy.

**5. Time Is of the Essence:** Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the DISTRICT alone, shall entitle the DISTRICT to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the DISTRICT for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the DISTRICT'S right to insist upon further compliance with all specifications.

**6. Changes:** The DISTRICT may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities, and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the DISTRICT and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

**7. Warranties:** VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples, or other descriptions furnished or specified by the DISTRICT, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the DISTRICT.

**8. Statutory Conformity:** Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

**9. Advertising:** No VENDOR providing goods and services to the DISTRICT shall advertise the fact that it has contracted with the DISTRICT for goods and/or services, or appropriate or make use of the DISTRICT'S name or other identifying marks or property without the prior written consent of the DISTRICT'S Purchasing Department.

**10. Indemnification:** VENDOR shall indemnify and hold harmless the DISTRICT from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to

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employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the DISTRICT or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

**11. Warranty of Non-Infringement**

**a)** VENDOR represents and warrants that all goods sold, or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

**b)** VENDOR shall indemnify and hold harmless the DISTRICT from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the DISTRICT'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

**c)** If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the DISTRICT'S option, procure for the DISTRICT the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or t:dditional cost to the DISTRICT).

**12. Insurance Requirements:** The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

**13. Compliance with Laws In fulfilling the terms of this Purchase Order:** VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and Ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and He DISTRICT shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the DISTRICT as a material and substantial breach of the contract arising from this Purchase Order.

**14. Force Majeure:** Neither the DISTRICT nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with

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respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the DISTRICT.

**15. Assignment:** VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the DISTRICT. Any assignment made without such consent shall be deemed void.

**16. Taxes:** Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

**17. Annual Appropriations:** The DISTRICT'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

**18. Termination:** This Purchase Order may be terminated at any time by the DISTRICT upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the DISTRICT for breach by VENDOR of the terms and conditions of this Purchase Order, provided that DISTRICT has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

**19. General:**

**a)** This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and condition of this Purchase Order shall be in and for Manatee County, Florida.

**b)** Failure of the DISTRICT to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the DISTRICT by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.

**c)** All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery, and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.

**d)** The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees, and authorized persons.

**e)** In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the DISTRICT and/or provide the greatest protection to the DISTRICT shall govern.

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**APPENDIX D: MINIMUM INSURANCE REQUIREMENTS**

**for**

Miromar Lakes Community Development District- Field Maintenance & Management Services

Type of Insurance	Minimum Amount Required
Commercial General & Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Comprehensive Automobile Liability for all owned (private and others), hired and non-owned vehicles	Bodily Injury: \$1,000,000 per occurrence \$1,000,000 aggregate  Property Damage: \$1,000,000 per occurrence \$1,000,000 aggregate
Workers Compensation	Employer's Liability: \$1,000,000 per occurrence

# YORK BRIDGE CONCEPTS PROPOSAL



# YORK BRIDGE CONCEPTS

THE PREMIER TIMBER BRIDGE COMPANY

[www.ybc.com](http://www.ybc.com) | 800.226.4178 | 2423 Brunello Trace Lutz, FL 33558  
© York Bridge Concepts, Inc.

Director, Bridge Consultancy, **Brian Kennedy** of  
**York Bridge Concepts™**

has developed the following proposal & executable  
contract for **Heritage Landing Refurbishment** in  
**Punta Gorda, FL** for:

**Mr. Richard Freeman**

**c/o Calvin, Giordano & Associates, Inc**

1800 Eller Drive, STE 600  
Fort Lauderdale, FL 33316

*Phone: (954) 766-2752*

*Email: Rfreeman@cgasolutions.com*

This proposal and executable contract is being submitted with intention of providing pricing for the installation of timber structure(s) by **YORK BRIDGE CONCEPTS, INC.** for the client's project as described herein. The structure(s) will be designed per **YBC standards**, **built on-site**, and price quoted is for "turnkey" construction.

This proposal is based on **YORK BRIDGE CONCEPTS™** standard designs, which include the use of preservative treated Southern Yellow Pine or Douglas Fir designated by **York Bridge Concepts™** design department. All preservative treated timber materials will meet exceed all application guidelines as specified by the American Wood Preservers Association (AWPA).

## PROPOSAL CONTENTS

- INTRODUCTORY LETTER
- DECERO™ DESIGN PROCESS
- **ITEM A | BRIDGE DESCRIPTION**
- **ITEM B | PILE FOUNDATONS**
- **ITEM C | ENGINEERING DETAILS**
- **ITEM D |**  
**YORK TIMBER PROTECTIVE SYSTEMS™**
  - *DESCRIPTION OF SERVICES*
  - *YORK TIMBER PROTECTIVE SYSTEMS™*
  - *BEFORE & AFTER IMAGERY*
- PREVIOUS PROJECT IMAGERY
- ADDITIONAL SCOPE OF WORK ITEMS
- PRICE EVALUATION

**YORK**  
**BRIDGE CONCEPTS**  
THE PREMIER TIMBER BRIDGE COMPANY

Greetings!

Thank you for your interest in partnering with York Bridge Concepts, Inc. (YBC) for your requirements.

Our mission is "to leverage our technical expertise to solve customer's challenges through innovation, excellence and dedication to customer satisfaction". We have built thousands of specialty timber structures such as vehicular bridges, pedestrian bridges, boardwalks among others around the world in the last 37 years of incorporation.

By choosing us as a partner, you are selecting a product from a company that specializes in vehicular, pedestrian and specialty structures customized through our trademarked Decero™ Design specific to your project's purpose and vision. We do not use "standard" cookie cutter designs or processes instead each of our product is customized to your specific needs. Our product offerings are unparalleled because we are committed to constantly innovate, evolve, and develop by investing and cultivating our team of professional bridge consultants, designers, consulting engineers, and field crews.

As our partner, you can trust that we continually invest into Research & Development (R&D) of various timber structures, products and methods that ensure premier quality and craftsmanship. We have exclusively created York Timber Protective Systems™ (YTPS) because of three decades of investing into R&D. The YTPS ensures enhanced durability, protection, and aesthetics of our products.

We are motivated by our desire to strive for excellence in every structure we build. This pursuit of excellence is built deeply into our company's DNA which forms the basis of a stylish, safe and high-quality structure.

Thank you again for the opportunity to partner on your requirements. We look forward to working with you.

Sincerely,

Your Team at YORK BRIDGE CONCEPTS™

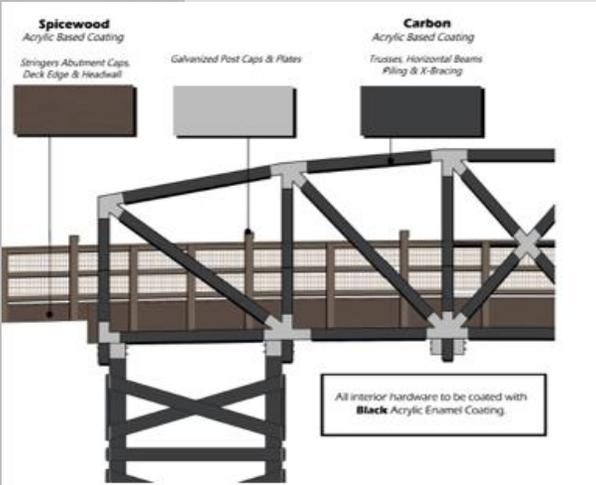
From scratch, from zero, something that has yet to be marked, determined or developed.



## Creating a Concept

The Decero Design Team evaluates a variety of information when developing an exclusive bridge conceptual vision for clients including:

- Local History & Context
- Site Evaluation & Analysis
- Special Conditions for Bridge Use



## Defining Design

The Decero Design Process includes both conceptual visualization & the premier design of a set of proprietary shop drawings including:

- Customized Design Intent
- Architecturally Stunning Profiles
- Fresh Color Selections
- Exclusive Construction Details
- Fully Engineered Design Consultation



## Concept Completion

Beyond the unique Decero Design approach to a York Bridge are the trademarked York Timber Protective Systems utilized to complete the Decero Concept vision, placing it into reality providing:

- Enhanced Aesthetics
- Weather & Climate Protection
- Reduced Maintenance Demands
- Increased Longevity of Bridge Life

## ITEM A | Bridge Scope of Work (per YBC Design & Specifications)

The scope of work for this contract includes the design, engineering, supervision, labor, materials and equipment necessary for construction of this structure as described within this contract. Work requested outside of this specific scope will require additional charges:

### Four (4) - Vehicular Bridge Repairs & Maintenance Refurbishment 38' Overall Width X Totaling 477' Long Repetitive Span Bridges

*26' Wide (24' Clear) Vehicular Sections  
6' Wide (5' Clear) Pedestrian Sections*

#### I. Bridge Repairs & Maintenance Description

1. Scope *includes* repairs utilizing treated dimensional wood and all treated timber framework (unless noted as hardwoods or Composite) including:
  - Remove and replace *entire* vehicular weardeck using 5/4" hardwood materials to be glued and fastened to subdeck.
  - Remove and replace *entire* pedestrian deck system using 5/4" Composite materials.
  - Remove and replace *entire* pedestrian rail cap using Composite materials.
  - Install HDPE post caps on all vehicular guiderail posts.
  - Additional repairs of concealed/non-visible bridge components may arise after the removal of existing elements for the repairs listed above. In the event of additional repairs, YBC will provide client with an additional assessment and associated costs for approval to proceed.
3. Scope *includes* York Timber Protective Systems (YTPS)<sup>™</sup>.
  - Application of Translucent Oil on pedestrian rails and vehicular rails.
4. Scope *includes* road closure signage.
5. Scope *excludes* maintenance of traffic and/or flaggers.
6. Scope *excludes* York Timber Protective systems applied to the decking, rail caps, and substructure (stringers, pile caps, abutments, piling, bracing).
7. Scope *excludes* subdeck replacement. Subdeck will be inspected when weardeck is removed. If replacement boards are required they will be priced accordingly and submitted for approval to proceed.

#### II. Design

1. Scope *excludes* formal design work & engineering consultation as described in "Item C - Engineering Details Scope of Work", due to the limited scope of work required for repairs. All repair installations will be performed utilizing standard installation techniques. Requests for Design Work & Engineering Consultation can be assessed for additional scope & cost.
2. Scope *excludes* permitting costs and responsibilities of permitting by YBC. Scope *includes* remote assistance by YBC to help *contractor/owner* during permitting via response to comments, remote meeting attendance, and other standard items requested by jurisdiction. Design or Engineering Requests by the jurisdiction will be reviewed for the additional cost per the additional scope.

## ITEM A | Bridge Scope of Work (per YBC Design & Specifications) Continued

### III. Construction

1. This scope includes a single mobilization by YBC Crew.
2. This scope includes dumpster provided by YBC; YBC crews will cleanup of each bridge/wall work site daily and place all scraps and debris in dumpster.
3. This scope includes bathroom facilities for the YBC crew.
4. Scope requires the contractor/client to provide a pressurized water source or water truck for the YTPS applications.
5. This scope requires the client to designate and mark ample access and staging locations within security fencing for YBC's crew, so that, scope of work can begin immediately upon arrival. YBC will not be responsible for the damage within these locations.
6. Scope excludes a wash station & security fencing.
7. This scope requires the client to ensure access road used to carry the materials and equipment to the bridge site, which may include application of gravel to solidify a road surface, road shaping and/or scraping to permit entry during inclement weather so that, scope of work can be continuous from commencement. If Track Equipment by YBC becomes required for adequate access per YBC's discretion, additional charges will apply. Delays, Demobilizations, and Remobilizations caused/initiated by others, due to no fault of YBC will result in additional charges.
8. This scope requires the client to confirm that the site preparation for the construction of all work must be substantially completed on this project by others, prior to YBC mobilization to allow YBC immediate commencement of work upon arrival to job site.
9. This scope requires contractor/client to establish all field surveying as applicable to refurbishment scope to layout extensions, relocations, and/or new elements of bridge such as bridge staking, pile staking, offsets, elevations, benchmarks, and similar, as required by YBC and per YBC directives prior to YBC mobilization, so that, scope of work can begin immediately upon arrival.
10. This scope requires contractor/client to agree to abide by YBC's pre and post construction walk-through and sign-off process for the bridge completion to ensure a successful project.
11. Scope is based on working hours 7AM - 5PM Monday thru Saturday, schedule as determined by YBC. Client requests to adjust working hours (increasing or decreasing) will require re-assessment of schedule and costs by YBC potentially resulting in additional costs to owner.
12. Scope is based on construction of a specified scope at the same time; any reduction in quantities could affect unit pricing for the remainder of the scope.
13. This scope of work excludes any irrigation or waterline work, electrical-related work, lighting, or the design and installation of any utilities on the bridge.
14. Scope excludes work in winter weather as defined: freezing temperatures or below, icy conditions, steady snow fall and/or blizzard conditions. In the event work in winter weather is required by client, additional costs will be assessed to the job. Costs will vary per severity of weather and reasons beyond YBC control including but not limited to: additional safety precautions, equipment difficulty/failure of operation, labor/schedule slow down, snow removal, material freezing, difficulty of material handling, and/or complete shutdown. YBC will monitor conditions and report to client daily, no work will commence without client approval.

### IV. Miscellaneous

1. Scope includes Sales Tax for materials and applicable Payroll Taxes. All other taxes are not included.
2. This scope includes YBC insurance coverage as follows: General Liability (\$1m/\$2m), Automobile Liability (\$1m), Umbrella (\$5m), and Worker's Comp. (\$1m). Professional Liability Insurance is provided by the EOR (\$2m/\$3m). Any additional Insurance requirements may require supplemental costs be forwarded to client.
3. YBC's scope of work is based on the payments schedule as defined in the "Price Evaluation" of this contract.
4. This scope requires owner's representation to consist of one point of contact for the duration of the project, review boards or HOAs must designate/authorize one point of contact for project coordination.
5. Scope excludes liquidated damages: YBC will work with the client to meet timeframes as necessary, but will not be held liable for any liquidated damages.
6. Scope excludes non-union labor and non-prevailing wage rates. Requirements by owner, contractor, and/or union to comply with Union and/or Prevailing Wage requirements will be an additional cost unless agreed to otherwise in writing.
7. This scope excludes a Performance and Payment Bond, and/or any other bonding unless specified in this contract. Bid bonds and performance bonds can be provided upon request at an additional cost.
8. Scope excludes provisions for material and labor escalation costs. Material and labor escalation costs may require reassessment of bridge cost, based on market conditions and age of contract.
9. All scope & pricing information as outlined in Item A, supersede select clauses and standard proposal terms in this submittal.

**477 Total Linear Feet = \$997,500.00 Total**

## Windmark Beach North — Florida



## Willow Park — Texas



## Edison Chastain — Georgia



PREVIOUS PROJECT IMAGERY

## Additional Scope of Work Items:

1. **Scope of Work Limitation:** Work requested outside of this specific scope will require additional charges.
2. **Contracting Scope of Work:** YBC's pricing is based on the conditions of this contract. If there is a client contract that must be signed, it will require negotiation and could possibly lead to delays. Additional costs will apply if the client contract requires additional work, terms or conditions that were not included in YBC's original pricing submittal.
3. **Licensing:** YBC is licensed in many states, there may be a need to work under the GC's license in some states included in the scope of work.
4. **Additional Scope Insurance Clarifications:** Contractor/owner to be named as additional insured on all above coverages upon request. Errors and omissions insurance certificate can be provided upon request by YBC's engineer of record (EOR). YBC's EOR insurance agent cannot provide additionally insured on the certificate.
5. **Additional Scope Permitting Clarifications:** Contractor/owner is to verify that all required permits are in place prior to YBC Mobilization, and to provide YBC with copy of any permit(s) pertinent to the scope of work described in this contract. The contractor/owner is responsible for compliance with permit requirements and inform YBC of any local codes that may affect costs to YBC's scope of work.
6. **Deck Scope Clarification:** YBC is providing deck on this project in accordance with the specifications and/or contract documents. Be aware that most pedestrian liability claims are due to slip and fall claims, It is the responsibility of the owner to keep the deck free from slip or trip hazards due to items such as debris, cupping, splits, gaps, smooth surfaces, or similar.
7. **Additional Site Work Scope Clarifications:** Damage to existing sod, landscaping, concrete paths, etc. within these flagged access area locations is to be expected (including rutting – severity determined by weather).
8. **Site Work Scope for Access & Providing Access Clarifications:** Access to a secure staging area near each bridge site per YBC requirements, where delivery trucks can drop off materials and YBC can store and access the materials. Once given authority to use the area, it must be accessible and constant until bridge construction of scope of work is complete. This access should be maintained throughout the construction process, especially during inclement weather. Access to build the bridge scope of work, which may include removal of roots, stumps, vegetation and trees. YBC requires access to both ends of the bridge for construction purposes.
9. **Scope of Work for Site Work/Preparation:** All site preparation work, sediment control, temporary and permanent erosion control, silt fencing, turbidity barriers, road closures, traffic control and or flag men, excavation, grading, seeding, dewatering and clearing for YBC to perform their scope of work are to be performed by others. All backfilling and compaction of abutments and rip rap are by others and not in YBC's scope of work. If dewatering is required for YBC to proceed with its work, dewatering to be by others and not in YBC's scope of work.
10. **Scope of Work for Utilities to be carried by the bridge(s):** If the bridge is to carry utilities, YBC scope of work will be as follows: YBC will conceptually show on its drawings the location recommended for utility placement based on client supplied information before the design is competed. Design of hangers, attachments, etc. and actual installation of the utilities to be by others. Typically the installation will occur after YBC's completion of their scope of work and demobilization. Large pipes or many utilities that cause design changes or upgrades to YBC's scope of work may incur additional costs.
11. **Additional Utilities Scope of Work:** The contractor/owner is responsible for marking all utility, sewer and water lines in all areas where construction will occur within fifty feet, prior to YBC's crew arrival. YBC will not be held liable for damages to unmarked utilities, sewer and/or water lines. If utilities are in close proximity to the bridge they may require hand digging to expose them by others.
12. **Additional Permitting Scope of Work:** Scope of work of this contract is based on YBC's standard designs and engineering, which meet AASHTO, IBC, and normally accepted design practices. Any changes to the design scope of work for this specific project, including any changes that may be necessary to comply with permitting, local codes, etc. may require additional charges.
13. **Additional Liquidated Damages Scope of Work:** Liquidated damages required by owner/ contractor are not included in YBC's scope of work and will be assessed for additional costs.
14. **Scope of Work for Delays and Use of Bridges:**
  - A. **Delays to Perform Scope of Work:** YBC will communicate to client mobilization, scheduling and all necessary site work required prior to mobilization. YBC expects to build their scope of work efficiently and complete it in a timely manner. The client will be notified immediately if potential delays are foreseeable that interfere with YBC's ability to perform their scope of work, to afford the opportunity to correct the issues. However, if YBC becomes delayed in the construction in their scope of work after mobilization to the site, additional charges for downtime will apply and will be assessed via YBC change order.
  - B. **Use of Bridges:** The owner may want to build temporary dirt access areas or a temporary form of travel across the areas. YBC's bridge(s) will not be able to be utilized until the scope of work is finished and each bridge is individually signed off through YBC's post-construction walk through by an authorized representative of the owner.
15. **Mobilization Scope of Work:** Any additional mobilizations to complete scope of work other than contracted will be an additional cost.
16. **Reduction of Scope:** Reduction of scope of work may result in a reduction of cost to the client, in the event this is necessary YBC will re-evaluate amount based on the reduced scope minus fixed costs at YBC's discretion.
17. **Cancellation:** Cancellation of contract will result in compensation charges to YBC for all costs to date including overhead. All payments that have been made to YBC are non-refundable.
18. **Signage Scope of Work:** Any required safety, speed limit, weight capacity or any other signs are to be provided by others and are not in YBC's scope of work.
19. **Opportunity to Cure:** If at any point YBC (in Client's sole judgment) becomes in "default" by failing to perform any of the provisions of the scope of work in this Agreement, Client, after written "Notice of Default and Opportunity to Cure" shall afford YBC fourteen (14) days in which to commence to cure the purported default in the scope of work.



# BID PACKET

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## Bridge Repairs and Wear Surface Replacement

### 1. Project Overview

This project involves the repair and resurfacing of four (4) bridge structures totaling 477 linear feet of pedestrian, golf cart, and vehicular pathways. The work includes the complete removal and replacement of wear deck surfaces, railing cap upgrades, post enhancements, and application of protective coatings to wood elements.

### 2. Scope of Work

Repairs utilize treated dimensional wood and all treated timber framework (unless noted as hardwoods or composite), including:

- Remove and replace entire vehicular weardeck using 5/4" hardwood materials, glued and fastened to subdeck.
- Remove and replace entire pedestrian deck system using 5/4" composite materials.
- Remove and replace entire pedestrian rail cap using composite materials.
- Install HDPE post caps on all vehicular guiderail posts.
- Provide additional assessments and associated costs for concealed/non-visible bridge components needing repair after removal of existing elements.
- Application of Translucent Oil on pedestrian rails and vehicular rails as part of the Protective Systems (PS).

This scope includes the design, engineering, supervision, labor, materials, and equipment necessary for construction of this structure as described within this contract. Work requested outside of this specific scope will require additional charges.

Additional scope terms and conditions include:

- Mobilization and demobilization
- Dumpster provided by awarded vendor, crews will clean up each work site daily and dispose of all scraps and debris.
- Bathroom facilities
- Working hours are Monday through Saturday, 7AM – 5PM.

### 3. Material & Aesthetic Requirements

All deck boards and rail caps shall be uniform in appearance across all bridge structures. Color selections will be made by the owner at time of material purchase. Vendor must provide multiple sample options. Fasteners shall be stainless or coated to match existing hardware aesthetics and durability. Waterproofing materials must be approved prior to use

and applied to all decking surfaces after installation. SYP guiderail components must be stained or acrylic-coated with a product providing UV and moisture protection.

#### 4. Pricing Proposal Template

Description	Unit Cost	Qty	Total
Mobilization & Setup	Included		
Dumpster and Porta-Potty Rental	Included		
Removal of Existing 2x8 Wear Deck	Included		
Road Closure Signage Setup	Included		
Install 5/4" Hardwood Vehicular Weardeck	\$599,720	1	\$599,720
Install 5/4" Composite Pedestrian Walkway	\$239,280	1	\$239,280
Replace Pedestrian Rail Caps with Composite	Included		
Install HDPE Post Caps on Vehicular Guiderail Posts	\$15,000	1	\$15,000
Apply YTPS Coating to Exposed SYP Elements	\$143,500	1	\$143,500
Misc. Hardware and Fasteners	Included		
Final Cleanup & Demobilization	Included		
TOTAL PROJECT COST			\$997,500

#### 5. Timeline & Completion

Contractor must comply with community work hour restrictions. The site must be cleaned and secured daily. Project projected to take approximately 4-5 months, weather pending

#### 6. Site Inspection & Bid Instructions

All prospective bidders are strongly encouraged to schedule a site visit before submitting their proposal. Bids must include:

- - Itemized pricing (per table above)
- - Estimated project schedule

- - Product/material specifications
- - Proof of insurance and licensing
- - References for similar completed work