



**Advertisement Detail  
"REVISION #2"**

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS**

**Contract for Road Prep**

Advertisement Number: 2009-021

**Advertisement Begin Date/Time: December 3, 2009 at 5:00 P.M.**

**Board Decisions** will be available at:

Wakulla County Public Works  
340 Trice Lane  
Crawfordville, FL 32327

Bids will be opened at the above address at 2:00 p.m. on January 4, 2010.

**Please direct all questions to:**

Brent Pell  
Phone: 850.926.7616  
FAX: 850.926.2890  
e-mail: [bpell@esqinc.net](mailto:bpell@esqinc.net)

Bid specifications can be found at [www.mywakulla.com](http://www.mywakulla.com) in the Advertisements for Bid section, requested by phone at 850.926.7616, or picked up in person at 340 Trice Lane.

Any person with a qualified disability requiring special accommodations at the bid opening shall contact the phone number listed above at least 5 business days prior to the event.

The Board of County Commissioners reserves the right to reject any and all bids or accept minor irregularities in the best interest of Wakulla County.

## **INSTRUCTIONS TO BIDDERS**

### **Section 1. Definitions.**

1.1 The term "COUNTY" used herein refers to WAKULLA COUNTY, FLORIDA, or its duly authorized representative.

1.2 The term "Bidder" used herein means one who submits a bid directly to the COUNTY in response to this solicitation.

1.3 The term "Successful Bidder" means the lowest qualified, responsible and responsive Bidder who is awarded the contract by the COUNTY, on the basis of the COUNTY's evaluation.

1.4 The term "Bidding Documents" includes the Legal Advertisement, these Instructions to Bidders, the Bid Schedule and the Contract Documents as defined in the Agreement.

1.5 The term "Bid" shall mean a completed Bid Proposal, Bid Schedule, and Bidder's Qualifications Statement, bound in the Bidding Documents, properly signed, providing the COUNTY a proposed cost for providing the services required in the Bidding Documents.

1.6 The term "Work" includes all work required in connection with the Project specified in the Legal Advertisement for this solicitation as set forth in the Bidding Documents for this Project.

### **Section 2. Preparation of Bids**

2.1 The Bids must be submitted on the standard form herein furnished by the COUNTY. The Bidder shall complete the Bid in ink or by type, and the original Bid shall be manually signed by the Bidder. An original and one (1) copy of the Bid fastened by clip (please, NO staples) must be received by the COUNTY no later than January 4, 2010 at 2:00 p.m. local time in the offices of the COUNTY in Crawfordville, Florida. The Bid may be rejected if it contains any omission, alteration of form, conditional bid or irregularities of any kind. Bids must be submitted in sealed envelopes, marked with the Bid Number, Project Name, Bid Opening Date and Time, and shall be addressed to:

Wakulla County Purchasing Office  
Wakulla County, Florida  
3093 Crawfordville Highway  
Crawfordville, Florida 32327  
(850) 926-9500

If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another sealed envelope addressed as above. Bids received after the time specified for bid opening will be returned to the Bidder unopened and shall not be considered.

### Section 3. Bid Deposit Requirements

3.1 No Bid shall be considered or accepted unless at the time of Bid filing the same shall be accompanied by a cashier's check, a certified check payable to COUNTY on some bank or trust company located in the State of Florida insured by the Federal Deposit Insurance Corporation, or bid bond, in an amount not less than 5% of the Bid issued by a Surety authorized to issue such bonds in the State of Florida (collectively referred to herein as the "Bid Deposit"). The Bid Deposit shall be retained by COUNTY as liquidated damages if the successful Bidder fails to execute and deliver to COUNTY the construction agreement, or fails to deliver the required performance and payment bonds or certificates of insurance, all within ten (10) calendar days after receipt of the Notice of Award. The Attorney-in-fact who executes this bond on behalf of the Surety must attach a notarized copy of the Power of Attorney as evidence of its authority to bind the Surety. Where laws or regulations require certification by a resident agent shall also be provided. Bid Deposits of the three (3) lowest Bidders shall be held until the Agreement has been executed by the Successful Bidder and same has been delivered to COUNTY together with the required bonds and insurances, after which all three (3) Bid Deposits shall be returned to the respective Bidders. All other Bid Deposits shall be released within ten (10) working days of the Bid Opening. No Bid shall be withdrawn within ninety (90) days after the public opening thereof. If a Bid is not accepted within ninety (90) days after the public opening, it shall be deemed rejected and the Bid Deposit shall be returned to Bidder as provided herein.

3.2 The Successful Bidder shall execute six (6) copies of the Agreement and deliver same to COUNTY within the time period noted above. The COUNTY shall execute all six (6) copies and return two fully executed copies of the Agreement to Successful Bidder within thirty (30) working days after receipt of the executed Agreement from Successful Bidder unless any governmental agency having funding control over the Project requires additional time, in which event the COUNTY shall have such additional time to execute the Agreement as may be reasonably necessary.

### Section 4. Right to Reject Proposals

4.1 COUNTY reserves the right to reject any and all Bids or to waive informalities and negotiate with the apparent lowest, qualified Bidder. Further, COUNTY reserves the right to withdraw this solicitation at anytime prior to final award of the contract. COUNTY is not liable for any costs incurred by Bidder prior to issuance of the executed Agreement as set forth in Section 3.2 hereof.

4.2 COUNTY reserves the right to formally amend and/or clarify the requirements of the Bid Specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed to all parties who receive the original bid specification and are eligible for consideration prior to the deadline for submission of proposals. Only one Bid from any individual, firm, partnership or corporation, under the same name or different names, shall

be considered. Should it appear to COUNTY that a Bidder has interest in more than one Bid for the Work, all Bids of such Bidder shall be rejected.

#### Section 5. Signing of Bids

5.1 Bids submitted by a corporation must be executed in the corporate name by the president or a vice president, and a corporate seal must be affixed and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.

5.2 Bid proposals by a partnership must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below said signature.

5.3 If Bidder is an individual, his signature shall be inscribed.

5.4 If signature is by an agent or other than an officer of corporation or general partner of partnership, a properly notarized power of attorney must be submitted with the Bid.

5.5 All Bids shall have names typed or printed below all signatures.

5.6 All Bids shall state the Bidder's contractor license number.

5.7 Failure to follow the provisions of this section shall be grounds for rejecting the Bid as irregular or unauthorized.

#### Section 6. Withdrawal of Proposals

Any Bid may be withdrawn at any time prior to the hour fixed in the Legal Advertisement for the opening of Bids, provided that the withdrawal is requested in

writing, properly executed by the Bidder and received by COUNTY prior to Bid Opening. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid prior to the time specified for Bid opening.

#### Section 7. Late Bids

Bids received after the scheduled receipt time will not be accepted and may be returned unopened to the sender.

#### Section 8. Interpretation of Contract Documents

8.1 No interpretation of the meaning of the plans, specifications or other Bidding Documents shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal affect. All requests for interpretations or clarifications shall be in writing, addressed to the COUNTY, to be given consideration. All such requests for interpretations or clarification must be received at least ten (10) calendar days prior the Bid opening date. Any and all such interpretations and supplemental instructions shall be in the form

of written addendum which, if issued, shall be sent by mail to all known Bidders at their respective addresses furnished for such purposes no later than three (3) working days prior to the date fixed for the opening of Bids. Such written addenda shall be binding on Bidder and shall become a part of the Bidding Documents.

8.2 It shall be the responsibility of each Bidder to ascertain, prior to submitting his Bid that he has received all addenda issued and he shall acknowledge same in his Bid.

## Section 9. Examination of Site and Contract Documents

9.1 By executing and submitting a Bid, each Bidder certifies that the submitter has:

- a. Examined all Bidding Documents thoroughly;
- b. Visited the site to become familiar with local conditions that may in any manner affect performance of the Work;
- c. Become familiar with all federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and
- d. Correlated all of his observations with the requirements of Bidding documents.

No plea of ignorance of conditions or difficulties that may exist or conditions or difficulties that may be encountered in the execution of the Work pursuant to these Bidding Documents as a result of failure to make the necessary examinations and investigations shall be accepted as an excuse for any failure or omission on the part of the Successful Bidder, nor shall they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

9.2 The COUNTY will make copies of surveys and reports performed in conjunction with this Project available to any Bidder requesting them at cost; provided, however, the COUNTY does not warrant or represent to any Bidder either the completeness or accuracy of any such surveys and reports. Before submitting his Bid, each Bidder shall, at his own expense, make such additional surveys and investigations as may be necessary to determine his Bid price for the performance of the Work within the terms of the Bidding Documents.

## Section 10. Material Requirements

It is the intention of these Bidding Documents to identify standard materials. When space is provided on the Bid Schedule, Bidders shall specify the materials which they propose to use in the Project. The COUNTY may declare any Bid non-responsive or irregular if such materials are not specifically named by Bidder.

## Section 11. Bid Quantities

Quantities given in the Bid Schedule, while estimated from the best information available, are approximate only. Payment for unit price items shall be based on the actual number of units installed for the Work. Bids shall be compared on the basis of number of units stated in the Bid Schedule as set forth in the Bidding Documents. Said unit prices shall be multiplied by the bid

quantities for the total Bid price. Any Bid not conforming to this requirement may be rejected. Special attention to all Bidders is called to this provision, for should conditions make it necessary or prudent to revise the unit quantities, the unit prices will be fixed for such increased or decreased quantities. Compensation for such additive or subtractive changes in the quantities shall be limited to the unit prices in the Bid.

#### Section 12. Award of Contract and Right to Protest

Award of contract shall be made to the lowest, responsive and responsible Bidder determined on the basis of the entire Bid and the COUNTY's investigations of the Bidder. When the contract is awarded by COUNTY, such award shall be evidenced by a written document "Notice of Award," signed by the authorized representative of COUNTY and delivered to the intended awardee by certified mail or other express delivery service, and a copy also provided to each bidder for the project.

Award of Contract will be made by the COUNTY Board in public session. Award recommendations will be posted outside the offices of the COUNTY at its Crawfordville address. Any Bidder who desires to formally protest the recommended contract award must file a notice of intent to protest with the COUNTY's Administrator within seventy two (72) hours (excluding weekends and holidays) of the date that the recommended award is posted. Upon filing of said notice of intent, the protesting party will have seven (7) days from the date of posting to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "protest policy" is available at the offices of the COUNTY's Administrator.

For Bidders who may wish to receive copies of Bids after the Bid opening, the COUNTY reserves the right to recover all costs associated with the printing and distribution of such copies.

#### Section 13. Sales Tax

The COUNTY is a political subdivision of the State of Florida and is exempt from the payment of Florida sales tax. Corporations, Individuals and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the COUNTY. By submittal of a properly executed response to a procurement request from the COUNTY, the Bidder is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The COUNTY is also exempt from most Federal excise taxes. By submittal of a properly executed response to a procurement request from the COUNTY, the Bidder is acknowledging that he is aware of his responsibilities for Federal excise taxes.

#### Section 14. Exclusion of County Permits in Bid Prices

14.1 To ensure compliance with Section 218.80, F.S., otherwise known as "The Public Bid Disclosure Act", the COUNTY will pay for all local County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to this work. Hence, bidders shall not include these permit/fee amounts in their bid offer. However, the successful bidder shall retain the responsibility to initiate and complete all necessary and appropriate actions to obtain the required permits other than payment for the items identified in this section.

14.2 The successful Bidder shall be responsible for procuring and paying for all necessary permits not issued by the local Counties pursuant to the prosecution of the work.

#### Section 15. Public Entity Crimes

Section 287.133, Florida Statutes, provides:

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 tot 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 contractor, 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.

Bidder shall complete and return the public entity crimes affidavit included in the Bidding Documents.

# WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS



## Wakulla County Road Paving Preparation

**Invitation to Bid Number: 2009-021**

**RESPONSES ARE DUE BY: January 4, 2010 BY 2:00 P.M., EST**

### MAIL OR DELIVER RESPONSES TO:

Wakulla County Purchasing Office  
3093 Crawfordville Highway  
Crawfordville, FL 32327

Contact: Virginia Dekle at 850.926.9500  
or via e-mail at [vdekle@mywakulla.com](mailto:vdekle@mywakulla.com)  
850.926.0940 FAX

## OVERVIEW

This bid proposal is to hire a paving contractor to furnish all labor, equipment, materials and incidentals necessary to provide asphalt paving for the Wakulla County's Roadway Paving Program, complete and in place, in strict accordance with the contract documents, schedules, and drawings.

## CALENDAR OF EVENTS

All times listed in the Calendar of Events are Eastern Standard Time.

Release of Invitation to Bid	December 3, 2009
Technical Questions due from prospective Respondents (FAX ACCEPTABLE)	December 10, 2009 by 2:00 p.m.
MANDATORY Pre-Bid Conference	December 17, 2009 at 2:00 p.m. Public Works Office 340 Trice Lane
Responses to questions due from the Board of County Commissioners	December 18, 2009 at 5:00 p.m.
Bids due and opened (FAX NOT ACCEPTABLE)	January 4, 2010 at 2:00 p.m.
Posting of Intended Award	January 14, 2010
Anticipated beginning of work	January 18, 2010

## MANDATORY REQUIREMENTS

The Board of County Commissioners (BoCC) has established certain mandatory requirements which must be included as part of any response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this Invitation to Bid (ITB) indicate a mandatory requirement or condition. The words "should" or "may" in this indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a bid.

Replies which do not meet all material requirements of this bid or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Respondents whose replies, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible.

The Board reserves the right to determine which replies meet the material requirements of the ITB, and which Respondents are responsible and/or responsive.

## SCOPE OF WORK / SPECIFICATIONS

The proposed scope of work is to prepare approximately 8 miles of county roads for paving.

1. Bidders should provide a unit price to prepare approximately 8 miles of county roads for asphalt. Road base material will be provided and trucked by Wakulla County or its approved contractors. Road Base (Limerock) is to be 6" minimum compacted thickness. Bidders should base their prices on shaping the roads to conform to the three enclosed typical sections. Swales **must** be provided along all sections of the road. Stormwater will not be allowed to "spill off" into adjacent properties.
2. Prior to the paving of any road project, the bidder shall be responsible for any repairs to any work preformed by the bidder. This shall apply to damages dues to weather, vandalism, etc. The bidder is responsible for coordinating with the paving company designated by Wakulla County for scheduling paving in a timely manner after base preparation. The bidder is responsible for coordinating with Wakulla County to schedule testing. Wakulla County must approve the base and sub-base prior to paving. Wakulla County will provide testing services for this project.
3. The bidder will be required to furnish an insurance certificate demonstrating compliance with Wakulla County requirements, as set forth in the attached Construction Agreement, Insurance Requirements, prior to beginning construction.
4. Bidders will be responsible for maintaining mail service to all residents along the project. Bidders must move all mailboxes up to the proposed edge of payment as directed by Wakulla County. The mailboxes must be moved after the compacting of base material. Extremely heavy or illegal or block mailboxes will be removed by Wakulla County.
5. All intersections must be prepared for a minimum asphalt radius of **fifty** feet.
6. All construction shall confirm to Wakulla County Standards for Road and Bridge Construction, as well as the latest Florida Department of Transportation Construction Standards, including the Standard Specifications For Road and Bridge Construction, and the latest edition of the Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Street and Highways.
7. Mobilization and maintenance of traffic is the responsibility of the bidder, and shall be included in the bid items. Vehicular access shall be maintained at all times on all projects. Bidder shall post a notice a minimum of seven days prior to construction notifying the public and residence along the road that construction will be commencing and the date of such construction. Said sign shall be a minimum 2'x3' and shall be white with black letters, with the format approved by Wakulla County prior to installation.

Said sign shall be posted at all access points to the road under construction, with a minimum of one sign and a maximum of four.

8. Bidder shall be responsible for locating utilities and coordinating with utility contractors as required for removal or relocation.
9. Prior to construction, Wakulla County will do any necessary clearing and will grub and mix the existing right of way. Bidders can assume the existing road will be cleared and grubbed to the necessary width. Wakulla County will not perform any grading of the roadways. Bidders should assume no fill is required, and no drainage structure work will be required.

## **LOCAL PREFERENCE IN PURCHASING AND CONTRACTING**

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned for a local preference, as follows:
  - a. Individuals or firms which have a home office located within Wakulla County and which meet all of the criteria for a local business as set forth in this document, shall be given a preference in the amount of 5% of bid price.
  - b. Individuals or firms which have a home office located within Leon, Gadsden or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of 2%.
2. Local business definition: For purposes of this section, "local business" shall mean a business which:
  - a. Has had a fixed office or distribution point located in and having a street address within Wakulla, Leon, Gadsden or Jefferson County for at least six (6) months immediately prior to the issuance of the invitation to bid by the County; and
  - b. Holds any business license required by Wakulla County; and
  - c. Is the principal offerer who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification: Any vendor claiming to be a local business as defined shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is attached (see Attachment #9). The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".
4. Local Preference credits shall be applicable when the two lowest bids are less than 3% of each other. The preference of 5% or 2% (whichever is applicable) shall be applied and deducted from the amount bid; whichever is the lesser amount will be the winning bid. Should a tie breaker be required, the award will go to the lowest bidder no matter where their location.

## **TIMELINE AND DELIVERABLES**

The Board has certain minimum expectations for this project's deliverables, which are described as follows:

It is expected to have the contractor mobilize and begin road paving preparation work within 2 weeks of being notified by the Project Manager that a road is ready.

## **METHOD OF PAYMENT**

Payment for each entity's road paving preparation will be made in accordance with the terms of the attached Construction Agreement and upon the Project Manager's determination that the tasks as described in the Scope of Work have been satisfactorily completed. Should the BoCC not accept a deliverable/task, the Project Manager will notify the contractor(s) in writing of such rejection and provide the reason(s) for rejecting the deliverable/task.

## **CONTRACTOR RESPONSIBILITIES**

The contractor shall be responsible for furnishing all labor, equipment, and incidentals necessary and to prepare owner designated roads for paving. The contractor shall adhere to the terms and conditions of the attached Construction Agreement.

### **Submission of Deliverables**

As described in this ITB, Timelines and Deliverables, the Contractor shall provide a timely submission of the deliverables listed as outlined under the terms and conditions of this bid. The Contractor must report all extenuating circumstances and request exceptions in writing to the Project Manager for consideration immediately upon discovering that the terms of services will not be met in a particular area. Any exceptions not submitted and approved in writing, as specified herein, will be assessed the applicable liquidated damages as described in this ITB.

### **Staffing Changes**

The Contractor shall notify BoCC's Project Manager as soon as possible, but no less than five (5) business days of any changes in the staff assigned to this engagement. Such notification shall be in writing, and shall include information related to replacement staff assigned to this engagement. Replacement team members are subject to review and approval by the Board based on the minimum professional standards described in this ITB.

### **Sub-Contracts**

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor shall not enter into any subcontracts for the

delivery of any services described in this contract without the prior written approval of the Project Manager. Proposed use of subcontracts should be included in the Respondent's bid. Requests for use of subcontracts received subsequent to the ITB process are subject to review and approval by the BoCC based on the terms described herein. |

## **WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS RESPONSIBILITIES**

The Wakulla County BoCC will do any necessary clearing and will grub and mix the existing right of way. Bidders can assume the existing road will be cleared and grubbed to the necessary width. Wakulla County will not perform any grading of the roadways. Bidders should assume no fill is required, and no drainage structure work will be required.

## **HOW TO RESPOND TO THIS ITB**

### **PRE-BID CONFERENCE**

A **MANDATORY** pre-bid conference will be held on December 17, 2009 at 3:00 p.m. This conference will be held at the Public Works office located at 340 Trice Lane in Crawfordville, FL. The BoCC will post a notice for the conference on the County's website: [www.mywakulla.com](http://www.mywakulla.com)

All vendors intending to submit a bid to this ITB must attend this conference in order to submit a bid. Failure to attend the entire conference will render the Respondent's bid non-responsive and will result in rejection of the Respondent's bid. A vendor shall attend the entire meeting from beginning to end to be considered compliant to the required attendance. Vendors arriving over 5 minutes late will not be considered responsive and may not submit a bid. |

### **BID RESPONSE FORMAT**

In responding to this ITB, each Respondent should review and account for all the requirements contained within this ITB.

The Respondent's bid response will consist of the following and follow the format listed:

#### **Tab 1 - Title Page**

The title page must include, at a minimum:

- The title and number of the ITB;
- The Respondent's name (person, organization and firm);
- The name of the organization to which the bid is submitted (Wakulla County Board of County Commissioners);
- The name, title, phone number and address of the person who can respond to inquiries regarding the bid; and
- The signature of the Respondent's authorized signatory.

## Tab 2 - Attachments

Bid responses must include the following documents and certifications:

- **Response Transmittal Form (Attachment 1):** Respondents are required to complete, sign, and return the “Response Transmittal Form” with their response submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.
- **Reference Form (Attachment 2).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Bid Cost Sheet (Attachment 3).** A representative who is authorized to contractually bind the Respondent must complete, sign and attach this form.
- **Drug Free Workplace Certification (Attachment 4).** Completed, signed and attached by authorized individual for Respondent.
- **Disclosure Statement/Conflict of Interest (Attachment 5).** Completed, signed, and attached by authorized individual for Respondent.
- **Certification Regarding Lobbying (Attachment 6).** Completed, signed and attached.
- **List of Subcontractors (Attachment 7).** Completed, signed and attached.
- **Bidder’s Qualification Statement (Attachment 8).** Completed, signed and attached.
- **Local Contractors Certification (Attachment 9).** Completed, signed and attached.

### **Bid Submission**

All bids must be submitted in a sealed envelope and shall be clearly marked on the outside with the solicitation number, date and time of bid opening for which the bid is intended. The BoCC is not responsible for the opening of any envelope which is not properly marked.

Respondents shall submit all data in the formats specified in this ITB. The forms furnished must be used when submitting the bid. Forms are to be filled out in pen and ink or typewritten with alterations, with changes or amendments initialed. All forms must be signed and dated.

**BIDS MUST BE RECEIVED AT OR BEFORE THE TIME AND DATE** reflected on the timeline in the Calendar of Events of this ITB.

It is the Respondent’s responsibility to assure their bid submittal is delivered at the proper place and time as required in this document. **The official date and time of receipt is the date and time the bid is stamped by Wakulla County.** Late replies will not be accepted.

Respondent's bids must state that their bid constitutes an offer that remains valid for at least 120 days after receipt of the bid.

Bids must be sent by U.S. Mail, Courier, or Hand Delivered to the location indicated below:

**Wakulla County Board of County Commissioners**  
**Attn: Virginia Dekle**  
**3093 Crawfordville Highway**  
**Crawfordville, FL 32327**

The face of the envelope shall clearly state the solicitation number and title and also reflect the bid opening date and time. (If a courier service is used, the bid document must be in a sealed marked envelope inside the shipping envelope.) It is suggested that the bid is hand delivered or sent "Certified Mail", to ensure receipt by the date and time indicated.

### **Inquiries**

Questions related to this must be received in writing by the contact person listed below by the time indicated in the Calendar of Events. The questions may be sent US mail, courier, e-mail, fax, or hand-delivered to the sole point of contact, listed below. No telephone calls will be accepted. Inquiries submitted after the period specified in the Calendar of Events will not be addressed. Answers to written questions received by the time and date listed in the Calendar of Events will be posted on the county's website at: [www.mywakulla.com](http://www.mywakulla.com)

**NOTE – Submit questions in writing to:**

**Wakulla County Board of County Commissioners**  
**Attention: Virginia Dekle, Purchasing Office**  
3093 Crawfordville Highway  
Crawfordville, FL 32327  
Fax: 850-926.0940  
Email: [vdekle@mywakulla.com](mailto:vdekle@mywakulla.com)

It is the responsibility of all potential Respondents to monitor this site for any changing information prior to submitting a response.

### **AWARD**

This solicitation will be awarded on **an all or none basis to the responsive, responsible respondent providing the lowest total overall cost, after taking into account any Local Preference Credit, for the original contract period and optional renewal periods.** The final

contract price will be the original response price, if an award is made. The Board reserves the right to make all awards pursuant to the Invitation to Bid.

Responses that do not meet the requirements specified in this ITB will be considered non-responsive or not responsible as applicable. In the best interest of the Wakulla County, the Board reserves the right to reject any and all responses or waive any minor

irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

A printed copy of the Response tabulation will be posted in the Purchasing Office and at the Board's Administrative Offices and on the county's website ([www.mywakulla.com](http://www.mywakulla.com)). A copy will also be available upon written request to the Purchasing Office. Each written request must contain a self-addressed, stamped envelope and must reference the solicitation title and number.

### **Identical Tie Bids**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two or more responses which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Vendor/Contractors must complete the Drug Free Workplace form provided and return it with their response.

### **EXECUTING A CONTRACT**

The construction, interpretation, and performance of this solicitation, and all transactions under it shall be governed by the terms of the attached Construction Agreement, the laws of the State of Florida and Wakulla County. The contract documents shall include all terms and conditions of this solicitation, any addenda, response, and the BoCC's contract issued as a result of this solicitation.

### **CONTRACT PERIOD**

The original contract period will begin upon execution of the contract. The original contract period will end after a period of two years from the contract execution date.

### **CONTRACT RENEWAL**

The contract may be renewed for one additional year upon mutual agreement of the parties.

### **LICENSES, PERMITS AND TAXES**

The County is a political subdivision of the State of Florida and is exempt from the payment of Florida sales tax. Corporations, Individuals and other entities are impacted by Chapter 212,

Florida Statutes according to the type of service, sale of commodity or other contractual arrangement to be made with the County. By submittal of a properly executed response to a procurement request from the County, the Bidder is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

The County is also exempt from most Federal excise taxes. By submittal of a properly executed response to a procurement request from the County, the Bidder is acknowledging that he is aware of his responsibilities for Federal excise taxes.

To ensure compliance with Section 218.80, F.S., otherwise known as "The Public Bid Disclosure Act", the County will pay for all local County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to this work. Hence, bidders shall not include these permit/fee amounts in their bid offer. However, the successful bidder shall retain the responsibility to initiate and complete all necessary and appropriate actions to obtain the required permits other than payment for the items identified in this section.

The successful Bidder shall be responsible for procuring and paying for all necessary permits not issued by the local Counties pursuant to the prosecution of the work.

Also, the Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other requirements applicable to the work specified at no additional cost to the BoCC.

#### **CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a Notice of Termination, and except as otherwise specified by the BoCC, Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice.
2. Complete performance of such part of the work as shall not have been terminated by the BoCC.
3. Take such action as may be necessary, or as the BoCC may specify, to protect and preserve any property related to any contract that results from this ITB which is in the possession of the Contractor and in which the BoCC has or may acquire an interest.
4. Upon the effective date of termination of the contract, the Contractor shall transfer, assign, and make available to the BoCC all property and materials belonging to the BoCC. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.

#### **SPECIAL ACCOMODATIONS**

Any person requiring special accommodations at the BoCC because of a disability should call the Board Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

### **RESPONDENT'S RESPONSIBILITY**

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

Any failure by the Contractor to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent's risk.

### **ADDITIONAL LEGAL REQUIREMENT**

All corporations seeking to do business with the BoCC shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the BoCC shall, at the time of submitting such response, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

### **PRODUCT/SERVICE REQUIREMENTS**

Any deviation from the scope of service/specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with the scope of work/specifications, and the successful vendor will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

**ATTACHMENT 1**

**Wakulla County Board of County Commissioners  
Purchasing Office  
3093 Crawfordville Highway  
Crawfordville, FL 32327**

**BID TRANSMITTAL**

.....  
**COMPLETE AND RETURN THIS FORM  
WITH THE ORIGINAL BID**  
.....

Invitation to Bid Number: 2009-021

Title: Road Paving Preparation

Date & Time of Bid Opening: January 4, 2010 @ 2:30 pm EST

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of the Construction Agreement and Bonds, and the Specifications, including Addenda issued thereto and acknowledges receipt below:

Contractor's Addendum	Number	Date	Issued	Initials
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----
-----	-----	-----	-----	-----

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the COUNTY in the form of the copy of the Construction Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents, and that he will take full payment the sums due to any subcontractors or suppliers.

Upon receipt of written notice of the conditional acceptance of this Bid, Bidder will execute the formal Construction Agreement attached within 10 calendar days and deliver the Surety Bond or Bonds and Insurance as required by the Contract Documents.

If awarded a contract under this Proposal, the undersigned proposes to commence work at the site within 14 calendar days from the commencement date established in the written Notice to Proceed. The undersigned further agrees complete all work covered by this Proposal within 90 consecutive calendar days from and including the date stipulated in the written Notice to Proceed.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Fax Number (    ) \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Authorized Signature (Manual): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (Typed) and Title: \_\_\_\_\_

**ATTACHMENT 2  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_

Vendors are required to submit with their response three (3) references with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The Board reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge. (Please provide at least 2 Contact Names.)

<b>FORMER CLIENTS-Provide Three (3)</b>	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTACHMENT 3  
PRICE BID PAGE**

Payment for the various items of the bid shall include all compensation for furnishing tools, equipment, supplies, and manufactured articles, labor operations, permit fees, licenses, taxes, insurances, bonds, overhead and profit, and incidental appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction. No separate payment will be made for any item that is not specifically set forth in this bid price, and all costs shall be included in the prices named in the schedule for the various appurtenant items of work.

**BASE BID:**

Deliverable	Quantity	Unit Price per 1/2 mile	Total Price
Prepare roadway for 16' of asphalt paving Attachment #11	8 miles		
Prepare roadway for 18' of asphalt paving per Attachment #11	8 miles		
Prepare roadway for 20' of asphalt paving per Attachment #11	8 miles		

**TOTAL** \_\_\_\_\_

**Alternate:**

Deliverable	Quantity	Unit Price per acre	Total Price
Clear & Grub Right of Way	20 acres		

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**ATTACHMENT 4**  
**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ATTACHMENT 5  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

\_\_\_\_\_  
\_\_\_\_\_

Name of a County Employee that owns 5% or more in Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

Not applicable: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**ATTACHMENT 6  
CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS,  
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization

**ATTACHMENT 7**  
**LIST OF SUBCONTRACTORS**

Each Respondent shall submit with their response a list of the subcontractors who will perform work under the contract(s) that results from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor has been successfully engaged in the preparation of roads for paving for a minimum of 5 years as required by this specification and is qualified to provide the services for which he/she is listed.

**In the event that no subcontractor will be used, this list shall be returned indicating “No Subcontractors will be used.”**

**NO SUBCONTRACTORS WILL BE USED:**  \_\_\_\_\_  
Signature and Date of Authorized Representative

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone #	
Licenses #	

Subcontractor Name:	
Business Type:	
Address:	
City and Zip	
Phone:	
License #	

## BIDDER'S QUALIFICATION STATEMENT

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in ink or type all answers.

Contractors proposing to be qualified to perform the Work are advised that they must address each item of this sheet, giving full descriptions of the material and equipment that they propose to furnish. Any information omitted will be sufficient reason for refusal to qualify.

### Experience

1. How many years has your organization been in business?

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2. Have you ever failed to complete the work awarded to you within the specified contract time in the last five (5) years? If so, where, when, and why? Attach sheet, if necessary.

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3. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified herein and which have been successfully completed during the past three (3) years.

Location and Type of Work	OWNER Name/City	Consulting Engineer	Year Completed	Contract Price

General

4. Describe your present workload. Do you have project underway which might interfere with the start of this Work and completion on schedule?

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5. List all past litigations or arbitrations for the past five (5) years and final outcome. Fully describe the circumstances (use additional sheets if necessary).

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6. Are you presently involved in any litigations or arbitration? If so, describe fully the circumstances and dollar amounts associated with litigation. Attach sheet, if necessary.

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7. Use the following space to give a summary of the Financial Statement of your organization. (List assets and liabilities for the past five (5) years, and use additional sheet if necessary):

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8. Has your corporation(s) been declared insolvent and/or had the bond pulled on a project?

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9. State the true and exact, correct, and complete name under which you do business.  
BIDDER  
IS: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**ATTACHMENT 9  
LOCAL CONTRACTOR CERTIFICATION**

The undersigned, as a duly authorized representative of the contractor listed herein, certifies to the best of his/her knowledge and belief, that the contractor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Wakulla County for at least six (6) months immediately prior to the issuance of the request for competitive bids or Request for Qualifications by the County; and
- b) Holds any business license required by the County (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Wakulla County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Wakulla County.

Please complete the following in support of the self-certification and submit copies of your County business licenses.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address:	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of owners who reside in Wakulla County and who in total own at least 50% or more of the business. Attach additional sheets as necessary	Percentage of ownership
1.	
2.	

\_\_\_\_\_ Firm does not currently hold a local contractor certification license.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally  
(State or place of incorporation)  
known to me \_\_\_\_\_ or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name)

**ATTACHMENT 10 |**

**BID CHECKLIST**

(DOES NOT NEED TO BE RETURNED WITH YOUR RESPONSE)

This Checklist is provided as a guideline, only, to assist Respondents in preparation of their response. Included are some important matters that the Respondent should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Respondents are responsible to read and comply with the ITB in its entirety.

Check off each of the following:

- \_\_\_ 1. The Response Transmittal Form has been completed, manually signed, and enclosed in the original response (Attachment 1)
- \_\_\_ 2. The Reference Form (Attachment 2) has been completed with three references as required in solicitation.
- \_\_\_ 3. The Bid Cost Sheet (Attachment 3) has been completed, reviewed for accuracy and signed by authorized representative who is authorized to contractually bind the Respondent.
- \_\_\_ 4. The Drug Free Workplace Certification (Attachment 4), Disclosure Form (Attachment 5), Lobbying Form (Attachment 6) have been read, completed, signed, and enclosed in the original response, if applicable.
- \_\_\_ 5. The List of Sub-Contractors, if applicable (Attachment 7) has been completed, signed, and attached.
- \_\_\_ 6. The Bidder's Qualification Statement (Attachment 8) has been completed, signed, and attached.
- \_\_\_ 7. Local Contractors Certification (Attachment 9) has been completed, signed and attached.
- \_\_\_ 8. The Technical Specifications section has been thoroughly reviewed for compliance to the solicitation requirements.
- \_\_\_ 9. The original response must be received, at the location specified, prior to the Bid Opening Date and Time designated in the Invitation to Bid Document.
- \_\_\_ 10. On the lower left hand corner of the envelope transmitting your original response, write in the following information

Solicitation Number: 2009-021

Title: Road Paving Preparation

Bid Opening Date & Time: January 4, 2010 @ 2:00 pm

**CONSTRUCTION  
AGREEMENT**

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with

\_\_\_\_\_ (the "Contractor") of \_\_\_\_\_ (address) a \_\_\_\_\_ contractor licensed to perform all work in the State of Florida in connection with the County's Project No. \_\_\_\_\_ (the "Project"), as said work is set forth in the Plans and Specifications included in the Invitation To Bid No. 2009-021 and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

**Section 1. Contract Documents.**

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the Legal Advertisement, the Contractor's Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

**Section 2. Scope of Work.**

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the work required by this Agreement.

**Section 3. Contract Amount.**

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: \$ \_\_\_\_\_ or in WORDS \_\_\_\_\_.

#### Section 4. Bonds.

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Contract Documents, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

#### Section 5. Contract Time and Liquidated Damages

A. This Agreement shall be for a period of two years from the date of execution ("Contract Time"). This Agreement may be extended for an additional one (1) year period upon mutual agreement of the County and the Contractors.

B. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within \_\_\_\_\_ calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within \_\_\_\_\_ calendar days from the Commencement Date.

C. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Project Manager issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the

County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid No. 2009-021, including the Specifications
- C. Bidder's Proposal, including all Attachments
- D. Construction Agreement
- E. Performance Bond
- F. Public Payment Bond
- G. General Terms and Conditions
- H. Insurance Requirements
- I. Form of Release and Affidavit
- J. Change Order Form
- N. Addenda to ITB

Section 7. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wakulla County Purchasing Office  
3093 Crawfordville Highway  
Crawfordville, Florida 32327

With a copy to the Project Manager:  
Brent Pell  
ESG, Inc.  
340 Trice Lane  
Crawfordville, Florida 32327

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor:

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Address (including city, state and zip):

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Name of person with their title to whose attention the notice should be sent:

---

Telephone and Fax numbers:

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C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

#### Section 8. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### Section 9. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

#### Section 10. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

#### Section 11. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

#### Section 12. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 13. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: \_\_\_\_\_  
(Company Name)

ATTEST:

By: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Printed)  
Its: \_\_\_\_\_ (Title) Date: \_\_\_\_\_

Witness:

Its: \_\_\_\_\_  
President/Corporate Secretary/Witness                      Date: \_\_\_\_\_  
[Corporate Seal]

\_\_\_\_\_  
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Wakulla County, Florida

(SEAL) By: \_\_\_\_\_  
Chairman

Clerk: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Approved as to Form and Content:

\_\_\_\_\_  
County Attorney

**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That

\_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is

\_\_\_\_\_  
and phone number and fax numbers are \_\_\_\_\_,  
and \_\_\_\_\_, as Surety, whose principal  
address is \_\_\_\_\_

\_\_\_\_\_  
and phone number is: \_\_\_\_\_ are  
held and firmly bound to Wakulla County, Florida (the "COUNTY"), as Obligee in the sum  
of: \_\_\_\_\_

\_\_\_\_\_  
(\$ \_\_\_\_\_) for the payment whereof we bond ourselves, our heirs,  
executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, with Obligee for  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ WAKULLA COUNTY Project  
No.: \_\_\_\_\_ in accordance with drawings and specifications, which contract is  
incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under

this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officers Signature)  
\_\_\_\_\_ (Officers Name Printed)

Witnesses as to Principal Name:  
\_\_\_\_\_ (Signature)  
Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), a(n) \_\_\_\_\_ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced \_\_\_\_\_ as identification and did (did not) take an oath. My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_  
(Legibly Printed) \_\_\_\_\_



**PUBLIC PAYMENT BOND**

BOND No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_, as Principal, whose principal business address is:

\_\_\_\_\_  
and phone number and fax numbers are: \_\_\_\_\_  
and \_\_\_\_\_, as Surety, whose  
principal address is:

\_\_\_\_\_  
and phone number and fax numbers are: \_\_\_\_\_ are held  
and firmly bound to WAKULLA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum  
of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_)  
for the payment whereof we bind ourselves, our heirs, executors, personal representatives,  
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
with Obligee for \_\_\_\_\_ in  
accordance with drawings and specifications, which contract is incorporated by reference and  
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all claimants  
as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or  
supplies, used directly or indirectly by Principal in the prosecution of the work provided for in  
the Contract, then is bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities  
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event  
will the Surety be liable in the aggregate to claimants for more than the penal sum of this  
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by  
its under-signed representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL: \_\_\_\_\_  
(Company Name of Contractor)

By: \_\_\_\_\_ (Officer's Signature)  
\_\_\_\_\_ (Officer's Name Printed)

Witnesses as to Principal Name:

\_\_\_\_\_ (Signature)

Its: \_\_\_\_\_ (Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ (officer's name) , as  
\_\_\_\_\_ (title) of \_\_\_\_\_, a  
\_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me OR  
has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

ATTEST: SURETY:

\_\_\_\_\_  
(Printed Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Surety Authorized Signature)

\_\_\_\_\_  
(Printed Name)

Witness as to Surety: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

**OR**

\_\_\_\_\_  
As Attorney in Fact (Signature)

\_\_\_\_\_  
(Printed Name)

**(Attach Power of Attorney)**

Witnessed by:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_

(Business Address)

(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20  
\_\_\_\_, by \_\_\_\_\_ (officer's name), as \_\_\_\_\_  
(title) of \_\_\_\_\_ Surety, on behalf of Surety. He/She is  
personally known to me OR has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

Signature of Notary: \_\_\_\_\_

(Legibly Printed) \_\_\_\_\_

(AFFIX OFFICIAL SEAL) Notary Public, State of \_\_\_\_\_

Commission No: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

### **1. INTENT OF CONTRACT DOCUMENTS.**

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Any drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

### **2. INVESTIGATION AND UTILITIES.**

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work;

and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of COUNTY facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The COUNTY shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the COUNTY's facilities.

### 3. SCHEDULE.

3.1. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the COUNTY and Project Manager, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the COUNTY's and Project Manager's review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The COUNTY's and Project Manager's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the COUNTY's obligation to pay Contractor.

### 4. PROGRESS PAYMENTS.

4.1. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the COUNTY and the Project Manager, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the COUNTY and Project Manager, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Project Manager along with a completed and notarized copy of the Application for Payment form. A sample Application for Payment form is included with these General Terms and Conditions.

4.2. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the COUNTY and the Project Manager a complete list of all its proposed

sub-contractors and material men, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the COUNTY in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the COUNTY's interest therein, all of which shall be subject to the COUNTY's satisfaction.

4.4. Contractor shall submit six (6) copies of its monthly Application for Payment to the Project Manager on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Project Manager shall either:

4.4.1 Indicate his approval of the requested payment;

4.4.2 Indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or

4.4.3 Return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Project Manager, the Contractor may make the necessary corrections and resubmit the Application for Payment. The COUNTY shall, within thirty (30) calendar days after COUNTY approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the COUNTY be obligated to pay any amount greater than that portion of the Application for Payment approved by the Project Manager.

4.5. The COUNTY shall initially retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Project Manager for payment, whichever is less. After 50% of the services are completed, the COUNTY will reduce the retain age to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

For purposes of determining 50% completion, stored material and general job costs such as mobilization, bonds, insurance, and field office costs and like costs shall be excluded.

Additionally, for purposes of this determination, each major discipline (electrical and instrumentation, structural, and mechanical) must independently achieve 50% completion in order for the project services to be deemed 50% complete

4.6. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached as Section 00850, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The COUNTY shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

4.8. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the COUNTY's and Project Manager's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the COUNTY to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

## 5. PAYMENTS WITHHELD.

5.1. The Project Manager or the COUNTY may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Project Manager or the COUNTY may nullify the whole or any part of any approval for payment previously issued and the COUNTY may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the COUNTY and Contractor, to such extent as may be necessary in the COUNTY's opinion to protect it from loss because of:

5.1.1 Defective Work not remedied;

5.1.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

5.1.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

5.1.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

5.1.5 Reasonable indication that the Work will not be completed within the Contract Time;

5.1.6 Unsatisfactory prosecution of the Work by the Contractor; or

5.1.7 Any other material breach of the Contract Documents.

5.2. If these conditions in Subsection 5.1 are not remedied or removed, the COUNTY may, after three (3) days written notice, rectify the same at Contractor's expense. The COUNTY also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the COUNTY, whether relating to or arising out of this Agreement or any other agreement between Contractor and the COUNTY.

## 6. FINAL PAYMENT.

6.1. The COUNTY shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the COUNTY and the Project Manager in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the COUNTY with a properly executed and notarized copy of the Release and Affidavit attached as Section 00850, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the COUNTY.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the COUNTY arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the COUNTY shall be deemed to be a waiver of the COUNTY's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Project Manager or the COUNTY at the time of final inspection.

## 7. SUBMITTALS AND SUBSTITUTIONS.

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the COUNTY if sufficient information is submitted by Contractor to allow the COUNTY to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the COUNTY from anyone other than Contractor and all such requests must be submitted by Contractor to Project Manager within thirty (30) calendar days after Notice of Award is received by Contractor.

7.3. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the COUNTY for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the

application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Contractor submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5. The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. The Project Manager shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Project Manager's and the COUNTY's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The COUNTY may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the COUNTY accepts a proposed substitute, Contractor shall reimburse the COUNTY for the charges of the Project Manager and the Project Manager's consultants for evaluating each proposed substitute.

## 8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Unless waived in writing by the COUNTY, Contractor shall complete and submit to Project Manager on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Project Manager and the COUNTY. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site;
- 8.1.9. A list of all visitors to the Project site; and
- 8.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the COUNTY or Project Manager pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Project Manager for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Project Manager by Contractor for the COUNTY.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The COUNTY, or any duly authorized agents or representatives of the COUNTY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

## 9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well

as coordination of all portions of the Work under the Contract Documents, and the coordination of the COUNTY's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the COUNTY in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the COUNTY may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the COUNTY will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

## 10. CHANGES IN THE WORK.

10.1. The COUNTY shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the COUNTY, and the COUNTY shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the COUNTY is authorized to direct any extra or changed work orally.

10.2. A Change Order, in the form attached as Section 00900 to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the COUNTY concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the COUNTY and Contractor shall mutually agree.

10.3. If the COUNTY and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the COUNTY in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the COUNTY. If Contractor disagrees with the COUNTY's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for

labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. The COUNTY shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

## 11. CLAIMS AND DISPUTES.

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the COUNTY and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the COUNTY and Project Manager within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the COUNTY and Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## 12. OTHER WORK.

12.1. The COUNTY may perform other work related to the Project at the site by the COUNTY's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the COUNTY and Project Manager within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be

deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the COUNTY, if the COUNTY is performing the additional work with the COUNTY's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the COUNTY and such utility owners and other contractors.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

### 13. INDEMNIFICATION AND INSURANCE.

13.1. Contractor agrees to save harmless, indemnify, and defend or, at the option of the COUNTY, pay the cost of defense, the COUNTY and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the COUNTY. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the COUNTY or Project Manager or their consultants, agents, officers and employees. The COUNTY and Contractor agree the first \$100.00 of the Contract Amount paid by the COUNTY to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the COUNTY by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Section 00710. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered

with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the COUNTY with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the COUNTY. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the COUNTY, on a timely basis, when requested by the COUNTY.

13.3. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the COUNTY of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4. All insurance coverages of the Contractor shall be primary to any insurance or self insurance program carried by the COUNTY applicable to this Project. The acceptance by the COUNTY of any Certificate of Insurance does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the COUNTY.

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Section 00710, unless such insurance requirements for the subcontractor is expressly waived in writing by the COUNTY. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the COUNTY and Project Manager as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the COUNTY, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6. Should at any time the Contractor not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.7. Contractor shall submit to Project Manager a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

#### 14. COMPLIANCE WITH LAWS.

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the COUNTY and Project Manager in writing.

#### 15. CLEANUP AND PROTECTIONS.

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the COUNTY.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

#### 16. ASSIGNMENT.

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the COUNTY. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the COUNTY.

#### 17. PERMITS, LICENSES AND TAXES.

17.1. Pursuant to Section 218.80, F.S., the COUNTY will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the COUNTY wherein the work is to be performed, but is responsible for acquiring all permits. The COUNTY may require the Contractor to deliver internal budget transfer documents to applicable COUNTY agencies when the Contractor is acquiring permits.

17.2. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the COUNTY shall be acquired and paid for by the Contractor.

#### 18. TERMINATION FOR DEFAULT.

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the COUNTY to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the COUNTY or the Project Manager or as provided for in the approved

Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. The COUNTY shall notify Contractor in writing of Contractor's default(s). If the COUNTY determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the COUNTY, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the COUNTY, in its sole discretion, may choose.

18.3. If the COUNTY deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Project Manager and attorneys' fees) or damages incurred by the COUNTY incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the COUNTY on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the COUNTY to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the COUNTY, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the COUNTY is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the COUNTY shall be the same as and limited to those afforded Contractor under Section 19 below.

## 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. The COUNTY shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the COUNTY shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the COUNTY, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. The COUNTY shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## 20. COMPLETION.

20.1. When the entire Work (or any portion thereof designated in writing by the COUNTY) is ready for its intended use, Contractor shall notify the COUNTY and Project Manager in writing that the entire Work (or such designated portion) is substantially complete and request that Project Manager issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the COUNTY, Contractor and Project Manager shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the COUNTY and Project Manager do not consider the Work (or designated portion) substantially complete, Project Manager shall notify Contractor in writing giving the reasons therefore. If the COUNTY and Project Manager consider the Work (or designated portion) substantially complete, Project Manager shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The COUNTY shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the COUNTY shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

20.2. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Project Manager will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Section 00850, (2) consent of surety to final payment, and (3) if required by the COUNTY, other data establishing payment or satisfaction of all obligations, such as receipts,

releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the COUNTY. The COUNTY reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Project Manager may have issued his recommendations. Unless and until the COUNTY is completely satisfied, neither the final payment nor the retainage shall become due and payable.

## 21. WARRANTY.

21.1. Contractor shall obtain and assign to the COUNTY all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the COUNTY that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the COUNTY that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the COUNTY. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

## 22. TESTS AND INSPECTIONS.

22.1. The COUNTY, Project Manager, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager and the COUNTY.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Project Manager timely notice of Contractor's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation and be replaced at Contractor's sole expense.

22.4. The COUNTY shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the COUNTY in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the Project Manager nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

## 23. DEFECTIVE WORK.

23.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the COUNTY or Project Manager, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the COUNTY or Project Manager, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the COUNTY harmless for same.

23.2. If the COUNTY or Project Manager consider it necessary or advisable that covered Work be observed by Project Manager or inspected or tested by others, Contractor, at the COUNTY's or Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the COUNTY or Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the COUNTY shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the COUNTY or Project Manager may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the COUNTY and Project Manager to stop the Work shall not give rise to any duty on the part of the COUNTY or Project Manager to exercise this right for the benefit of Contractor or any other party.

23.4. Should the COUNTY determine, in its sole opinion, that it is in the COUNTY's best interest to accept defective Work, the COUNTY may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the COUNTY's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the COUNTY accepts such defective Work after final payment, Contractor

shall promptly pay the COUNTY an appropriate amount to adequately compensate the COUNTY for its acceptance of the defective Work.

23.5. If Contractor fails, within a reasonable time after the written notice from the COUNTY or Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or the COUNTY, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the COUNTY may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the COUNTY may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the COUNTY has paid Contractor but which are stored elsewhere. Contractor shall allow the COUNTY, Project Manager and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the COUNTY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the COUNTY in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder.

#### 24. SUPERVISION AND SUPERINTENDENTS.

24.1. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the COUNTY and Project Manager except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The COUNTY shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

#### 25. PROTECTION OF WORK.

25.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the COUNTY or the COUNTY's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

25.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

25.3. Contractor shall not disturb any benchmark established by the Project Manager with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs the Project Manager's benchmarks, Contractor shall immediately notify the COUNTY and Project Manager. The Project Manager shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the COUNTY associated therewith.

## 26. EMERGENCIES.

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or

authorization from the COUNTY or Project Manager is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Project Manager written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

## 27. USE OF PREMISES.

27.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

## 28. SAFETY.

28.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the COUNTY has occurred.

28.3. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the COUNTY.

## 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Project Manager and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Project Manager or the COUNTY with respect to the Project, when directed to do so by the COUNTY or Project Manager. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the COUNTY or Project Manager.

## INSURANCE REQUIREMENTS

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the

COUNTY with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

**WORKER'S COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]**

State: Statutory  
Applicable Federal:  
(e.g. Longshoremen's) Statutory  
Employer's Liability: \$1,000,000.00

**COMPREHENSIVE GENERAL LIABILITY**

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily Injury: \$1,000,000.00 Each Occurrence  
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

## RELEASE AND AFFIDAVIT

COUNTY OF \_\_\_\_\_  
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who after being duly sworn, deposes and  
says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_  
paid, \_\_\_\_\_ ("Contractor")  
releases and waives for itself and its subcontractors, materialmen, successors and assigns, all  
claims demands, damages, costs and expenses, whether in contract or in tort, against Wakulla  
County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents  
relating in any way to the performance of the Agreement between Contractor and the COUNTY,  
dated \_\_\_\_\_, \_\_\_\_, for the period from \_\_\_\_\_ to  
\_\_\_\_\_.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns,  
that all charges for labor, materials, supplies, lands, licenses and other expenses for which the  
COUNTY might be sued or for which a lien or a demand against any payment bond might be  
filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of  
County Commissioners, employees and agents from all demands or suits, actions, claims of  
liens or other charges filed or asserted against the COUNTY arising out of the performance by  
Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final]  
Application for Payment No. \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_ (signature of the executive officer)

Its: \_\_\_\_\_ (title of the executive officer)

Date: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the  
corporation. He/she is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_

**CHANGE ORDER FORM**

CHANGE ORDER NO. \_\_\_\_\_ WAKULLA COUNTY PROJECT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

\_\_\_\_\_  
\_\_\_\_\_

FOR THE ADDITIVE or DEDUCTIVE Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_).

Original Agreement Amount \$ \_\_\_\_\_

Sum of Previous Changes \$ \_\_\_\_\_

This Change Order ADD/DEDUCT \$ \_\_\_\_\_

Present Agreement Amount \$ \_\_\_\_\_

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the final completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_, 20\_\_\_\_ .  
WAKULLA COUNTY, FLORIDA

CONTRACTOR

By: \_\_\_\_\_  
Chair

By: \_\_\_\_\_  
President

**DESIGN PROFESSIONAL: By: \_\_\_\_\_ Consulting Engineer**