

INVITATION TO BID

BOARD OF COUNTY COMMISSIONERS,
WAKULLA COUNTY, FLORIDA

Sealed bids for the OLD FORT BOATING FACILITY PROJECT will be received by the Board of County Commissioners, Wakulla County, Florida, hereinafter referred to as "County" at;

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS
3093 Crawfordville Highway
Crawfordville, FL 32327

until 3:00 p.m. EST (2 p.m. CST) on January 30, 2007, for furnishing labor, equipment and materials and performing all work set forth in the Invitation to Bid, Instruction to Bidders, Bid Form, Construction Contract, Detail Specifications and Plans which comprise the Bidding Documents prepared by the County and the engineer of record, Genesis Group. Immediately following the scheduled closing time for the reception of bids, all bid proposals which have been submitted in accordance with the conditions of the Invitation to Bid, Instructions to Bidders and any Addenda issued in relation to this Project will be publicly opened and read aloud. Bidder is responsible for the delivery of its bid and bids received after the specified day and time will not be opened.

Drawings and Specifications may be examined at and a copy obtained from the following location:

WAKULLA COUNTY
PARKS & RECREATION DEPARTMENT
79 Recreation Drive
Crawfordville, FL 32327

A mandatory pre-bid conference will be held at the Wakulla County Commissioner's Chambers located at 29 Arran Road Suite 101 (behind the Courthouse), Crawfordville, Florida on Tuesday, January 15, 2008, at 2:00 p.m. EST (1:00 p.m. CST). It is recommended that bidders visit the project site prior to the bid conference to become familiar with the drawings and specifications in relation to the project site.

Bids will be opened and recorded at the County Administrator's Office located at 3093 Crawfordville Highway, Crawfordville, Florida. Attendance at the bid opening is not required.

Four (4) copies of each bid must be submitted on the prescribed bid form and accompanied by bid security on the prescribed form, and if bid is in excess of ONE HUNDRED THOUSAND DOLLARS \$100,000.00, payable to the Board of County Commissioners, Wakulla County, in an amount not less than FIVE PERCENT (5%) of the base bid amount. All subcontractors and suppliers shall be declared on the prescribed Subcontractors Declaration Form.

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents.

All Bid Bonds, Contract Bonds, Insurance Contracts and Certificates of Insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business in the State of Florida. Further, the Surety or insurance company shall be duly authorized and qualified to do business in the State of Florida and shall have an A. M. Best rating of XII A or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

The Bid may be withdrawn prior to the date and time of bid opening. Bids shall remain open and subject to acceptance for a period of THIRTY(30) calendar days after the date of bid opening but the County at its sole discretion may release any Bid and Bid security. No bidder may withdraw its Bid for a period of THIRTY(30) calendar days after the date of Bid opening.

In order to perform work on public contracts, the successful Bidder shall have all licenses and permits required by federal state and local statutes, regulations and ordinances.

Before a Contract will be awarded for the Project contemplated herein, the County will conduct such investigations as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of Project specified under the Contract. Upon request, the Bidder shall submit such information as deemed necessary by the County to evaluate the bidder's qualifications.

The County reserves the right to reject any or all Bid(s), and may postpone the award of the Contract for a period of time which shall not extend beyond SIXTY (60) calendar days from the bid opening date. In the event a particular bid is rejected for any reason, the County reserves the right to award a contract to the next appropriate responsive bidder that fully meets the bid requirements. The County Board of County Commissioners is scheduled to approve the selected bidders on February 4, 2007 during the regular Board meeting beginning at 6:00 p.m. Pursuant to s. 287.057, Florida Statutes, the Notice of Intent to Award will be posted on the County's website February 5, 2007. The bidder may file a written protest with the County Administrator's Office no later than 72 hours after the Notice of Intent to Award is posted, not including weekends and holidays. A Notice to proceed along with the executed contracts will be issued to selected contractors no sooner than 72 hours from the time of posting of the Notice of Intent to Award, not including weekends and holidays.

The County reserves the right to negotiate specific contract terms with the selected bidder prior to presentation of the potential award to the County Board for approval and execution of the contract. A specific timeline and work plan will be required as part of the contract negotiation process and will be incorporated into the contract documents as binding the contractor to the construction timeline agreed upon by the parties unless otherwise amended in writing by both parties prior to the expiration of the construction deadline. The County retains the right to final approval of specific construction materials and quality of work prior to installation, inspection and payment of invoices. The County may award more than one contract as a result of this bid.

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for

CATEGORY TWO for a period of THIRTY-SIX (36) months from the date of being placed on the convicted vendors list.

DATED this 10th day of January 2007.

Ed Brimner, Chairman
Wakulla County Board of Commissioners

SECTION 1: PROJECT OVERVIEW

- 1.0 The Old Fort Boating Facility Project consists of the addition of a two-lane pre-stressed concrete boat ramp with floating docks and the renovation of the existing single lane ramp into a kayak and canoe launch ramp. Renovations include the removal of the existing dock, gangways and pilings and the addition of concrete bollards to the approach ramp to limit vehicle traffic on the ramp. To facilitate the expanded boat facility, portions of the existing asphalt parking lot will be removed and repaved. Additional gravel parking will be constructed for 44 auto/trailer parking spaces and 14 additional automobile parking spaces. The existing restroom building will be demolished and replaced with a 11 fixture CMU structure with a metal roof constructed on a monolithic slab. A grassed detention pond will provide stormwater treatment for runoff from the site.

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 DEFINED TERMS

The term "Bidder" shall mean one who submits a Bid directly to the County, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Responsible and Responsive Bidder" means a person or entity who has submitted a bid which conforms in all material respects to the requirements set forth in the Bidding Documents and has the capability, in all respects, to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The term "Bidding Documents" includes the Invitation to Bid, Instructions to Bidders, Construction Contract, the Bid Schedule, and detailed specifications and plans prepared by Genesis Group (including all Addenda issued prior to receipt of Bids). The term sealed bid shall mean a bid which has been placed in an envelope and closed in such a manner that requires the closure be broken in order to open the envelope, and would likely reveal tampering if an attempt was made to open the bid before bid opening.

1.2 COPIES OF BIDDING DOCUMENTS

- 2.1.1 Complete sets of the Bidding Documents stated in the Invitation to Bid may be obtained from the Wakulla County Grants Department at the address indicated on the Invitation to Bid Section 0005.

- 2.1.2 Complete sets of Bidding Documents must be used in preparing Bids; neither the County nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.1.3 The County and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Project and do not confer a license or grant for any other use.

2.2 QUALIFICATIONS OF BIDDERS

- 2.2.1 To demonstrate qualifications to perform the Project, each Bidder shall submit with their bid a copy of their occupational and state contractor license and such information as is required in the Questionnaire, enclosed with the bidding document. Each Bidder must also be prepared to submit within FIVE (5) business days of the County's request, written evidence, such as licenses, financial data, previous experience, present commitments and other such data as may be requested by the County. Each Bid must contain evidence of Bidder's qualification to do business in the State of Florida. Specifically, the Bidder shall have all licenses and permits required by federal, state, and local statutes, regulations and ordinances.

2.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.3.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or completion of the Project, including the time and cost in obtaining any necessary fee or permit (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or completion of the Project (d) study and carefully correlate Bidder's observations with the Contract Documents, (e) notify the County of any conflicts, errors or discrepancies in the Contract Documents, and (f) attend any mandatory pre-bid meeting. The County does not assume responsibility for the accuracy or completeness of the Contract Documents or for any additional reports, drawings and specifications that may be made available for viewing by the County to any Bidder on request.
- 2.3.2 Before submitting a Bid, each Bidder will, at the Bidder's own expense, make or obtain any additional information and data which pertain to the physical conditions (surface, subsurface, underground facilities) at or contiguous to the site which may affect cost, progress, performance or completion of the Project and which Bidder deems necessary to determine its bid for performing and completing the Project in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3.3 On request in advance, the County will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

- 2.3.4 Temporary construction facilities and storage of materials and equipment will be provided by Bidder.
- 2.3.5 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, including visiting the site to become familiar with local conditions that may affect the cost, progress, performance or completion of the Project; that without exception the Bid is premised upon performing and furnishing of the labor, services, equipment and materials required by the Contract Documents in accordance with such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and completion of the Project.

2.4 INTERPRETATIONS AND ADDENDA

- 2.4.1 All questions about the meaning or intent of the Contract Documents are to be directed to the County. Interpretations or clarifications considered necessary by the County in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the Bidding Documents. Questions received less than THREE (3) business days prior to the date for opening of Bids shall not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 2.4.2 Addenda may be issued to modify the Bidding Documents as deemed appropriate by the County.

2.5 BID SECURITY

- 2.5.1 Each Bid in excess of ONE HUNDRED THOUSAND DOLLARS\$100,000.00 must be accompanied by Bid security made payable to Board of County Commissioners, Wakulla County in an amount of FIVE PERCENT (5%) of the Bidder's base bid price and in the form of a certified bank check or a Bid Bond on the form attached, issued by a surety authorized to conduct business in the State of Florida and shall have an A. M. Best rating of XII A or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.
- 2.5.2 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract, and has furnished the required contract security and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Contract, or furnish the required contract security and Certificates of Insurance, within TEN (10) calendar days after the Notice of Award, the County may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders may be retained by the County until TEN (10) calendar days after the Notice of Award, whereupon Bid security furnished by such Bidders will be returned.

2.5.3 Failure to submit an appropriate Bid security shall result in the Bid being declared unresponsive.

2.6 SUBSTITUTE OR "OR-EQUAL" ITEMS

2.6.1 The use of brand names is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Equipment or materials determined by the County to be substantially equivalent to that equipment or materials specified by brand name will be considered for award.

2.7 BID SCHEDULE

2.7.1 The Bidder shall use the Bid Schedule included with the Bidding Documents. Failure to use the Bid Schedule shall result in the Bid being declared unresponsive. All blanks on the Bid Schedule must be completed in ink or by typewriter.

2.7.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested. The corporate address and state of incorporation must be shown below the signature.

2.7.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.7.4 All bids shall be notarized and names must be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Schedule). The contact person, address and telephone number for communications regarding the Bid must be shown.

2.7.5 Each bid must be accompanied by a Public Entity Crimes Form (PUR 7068), Certificate of Compliance with the Trench Safety Act, Section 553.60, Florida Statutes, et. seq. (if applicable), Questionnaire (if any), Drug Free Workplace Certification, and a Subcontractor Declaration on the form provided stating the name, type of work to be performed, and percent of the total Base Bid from each subcontractor scheduled to perform more than TWO PERCENT (2%) of the Project.

2.8 SUBMISSION OF BIDS

2.8.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security, Public Entity Crimes Statement (PUR 7068), Certificate of Compliance with the Trench Safety Act (if applicable), Subcontractors Declaration, Drug Free Workplace certification, and other required documents. The Bid submission shall bear the notation "BID ENCLOSED" on the face of the envelope in large and

conspicuous letters. BIDDER is solely responsible for ensuring and verifying that its bid is in fact delivered to and received by the County by the submission deadline.

2.9 MODIFICATION AND WITHDRAWAL OF BIDS

2.9.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

2.9.2 Bids may not be withdrawn for a period of THIRTY (30) calendar days after the date of bid opening.

2.10 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

2.10.1 All bids shall remain open and subject to acceptance for a period of THIRTY (30) calendar days after the date of Bid opening, but the County at its sole discretion may release any Bid and return the Bid security prior to that date.

2.11 AWARD OF CONTRACT

2.11.1 The County reserves the right to reject any and all Bids as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Bids. The County reserves the right to reject the Bid of any Bidder if the County believes that it would not be in the best interest of the Project to make an award to that Bidder, because the Bid is not responsive or responsible, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into contract negotiations with a qualified, responsible, and responsive Bidder who submits the lowest bid. If the County and the low Bidder cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Bidder who submits the next lowest bid. No Bidder shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

2.11.2 The County reserves the right to delete any Bid items and the total Bid shall be determined as the sum of the Bid items awarded. In evaluating Bids, the County will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of completion and other data, as may be requested in the Bid Schedule or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other

persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

2.11.3 If the contract is to be awarded, it will be awarded to the responsible and responsive Bidder submitting the lowest bid whose evaluation by the County indicates to the County that the award will be in the best interest of the Project. The County will give the Successful Bidder a Notice of Award within SIXTY (60) days after the day of the Bid opening.

2.12 PUBLIC ENTITY CRIMES

A person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of THIRTY-SIX (36) months from the date of being placed on the convicted vendors list.

SECTION 3: BID FORM AND SCHEDULE

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS at the following unit prices which include labor, equipment and materials. NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

This is a FIXED PRICE UNIT COST BID. The following Bid Schedule is intended as a general recap of the work involved, it is NOT an all inclusive detail of everything required to do this job. It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his FIXED PRICE UNIT COST BID. IF DURING THE BID PROCESS, THE CONTRACTOR NOTICES A DISCREPANCY BETWEEN THE WORK REQUIRED AND THE BIDDING AND CONTRACT DOCUMENTS HE MUST BRING IT TO THE ENGINEER'S ATTENTION BEFORE THE BID DATE.

OLD FORT BOATING FACILITY PROJECT

Portions of the plans and specifications as provided for bidding will be constructed by the County's work force. The restroom, with the exception of electrical and plumbing, and all sitework shall not be included in the BASE BID. BASE BID improvements that are to be included in the contractor's price are the Dock Facility Construction and Installation (including demolition of marine structures), the Restroom Electrical work and the Restroom Plumbing work.

BASE BID: The Contractor shall provide a complete price per the plans and specifications with the following exceptions that will be performed by the County's work force:

- 1) Parking improvements – all excavation, hauling, fill materials, curbs, paving (asphalt and gravel), wheel stops, signs, miscellaneous concrete work.
- 2) Restroom construction including foundation, concrete block, framing and roofing.
- 3) Landscaping including all plants, shrubs and trees.

The Contractor is expected to coordinate with the County Representative to schedule the County's work force in a timely manner so as not impede the completion of the project.

BASE BID: DOCK FACILITY CONSTRUCTION AND INSTALLATION

Provide a new dock facility and renovate the existing dock facility, including but not limited to the following items:

	ITEM	QTY	UNIT	UNIT COST	LABOR (Personnel Costs Only)	EQUIPMENT	MATERIAL	TOTAL COST
1.	INSTALL TURBIDITY CURTAINS FOR EROSION CONTROL AT BOAT RAMP SITE	330	LF					
2.	INSTALL HAY BALES FOR EROSION CONTROL AT BOAT RAMP SITE	230	LF					
3.	REMOVE FLOATING DOCK, GANGWAYS AND PILES	222	SF					
4.	REMOVE PILES	4	EA					
5.	PROVIDE 4" PIPE BOLLARDS	4	EA					
6.	DOCK AND GANGWAY (A & B)	1	LS					
7.	DREDGING	70	CY					
8.	FILL (MARINE)	119	CY					
9.	PRE-STRESSED CONCRETE BOAT RAMP	1	LS					
10.	BONDS (MAXIMUM 2% OF BID)	1	L3					
11.	MOBILIZATION (MAXIMUM 5% OF BID)	1	LS					
12.	INDIRECT COST (MAXIMUM 5% OF BID)							
	TOTAL							

BASE BID: RESTROOM CONSTRUCTION (PLUMBING ONLY)

Provide all plumbing for the Restroom Building including including hook-up to existing potable water and wastewater system, including but not limited to the following?

	ITEM	QTY	UNIT	UNIT COST	LABOR Personnel Costs Only	EQUIPMENT	MATERIAL	TOTAL COST
1.	PLUMBING FIXTURES	11	EA					
2.	PIPING	1	LS					
3.	VENTS	1	LS					
4.	BONDS (MAXIMUM 2% OF BID)	1	LS					
5.	MOBILIZATION (MAXIMUM 5% OF BID)	1	LS					
6.	INDIRECT COST (MAXIMUM 5% OF BID)							
	TOTAL							

BASE BID: RESTROOM CONSTRUCTION (ELECTRICAL ONLY)

Provide all electrical for the Restroom Building including hook-up to existing electric service. Work is to include but is not limited to the following:

	ITEM	QTY	UNIT	UNIT COST	LABOR Personnel Costs Only	EQUIPMENT	MATERIAL	TOTAL COST
1.	LIGHTING FIXTURES	11	EA					
2.	RECEPTACLES	1	LS					
3.	SWITCHES	1	LS					
4.	DISCONNECTS	1	LS					
5.	PANEL	1	EA					
6.	ELECTRICAL SERVICE CONDUIT AND CONDUCTORS	1	LS					
7.	SERVICE EQUIPMENT	1	LS					
8.	BONDS (MAXIMUM 2% OF BID)	1	LS					

9.	MOBILIZATION (MAXIMUM 5% OF BID)	1	LS					
10.	INDIRECT COST (MAXIMUM 5% OF BID)							
	TOTAL							

TOTAL FIXED PRICE UNIT COST BID: \$

ADDITIVE ALTERNATE NO. 1: RESTROOM CONSTRUCTION

The County reserves the right to award the restroom building to a sole contractor or to multiple contractors based on the work divisions outlined below. The alternate price will add the construction of the Restroom Building, including but not limited to the following items:

	ITEM	QTY	UNIT	UNIT COST	LABOR Personnel Costs Only	EQUIPMENT	MATERIAL	TOTAL COST
CONCRETE AND MASONRY								
1.	FOUNDATION AND STOOP CONCRETE AND REINFORCING STEEL	1	LS					
2.	CMU, CONCRETE AND REINFORCING STEEL	1	LS					
CARPENTRY								
3.	TRUSSES AND CONNECTIONS	1	LS					
4.	WOOD FRAMING	1	LS					
5.	FIBERGLASS DOORS AND FRAMES	3	EA					
6.	LOUVERS	8	EA					
7.	TOILET ACCESSORIES	26	EA					
8.	TOILET PARTITIONS	6	EA					
9.	HARDWARE	1	LS					
10.	SIGNAGE	2	EA					
ROOFING AND SKYLIGHTS								
11.	ROOFING	1	LS					
12.	SKYLIGHTS	4	EA					
FINISHES								
13.	DIRECT APPLIED CEILING FINISH SYSTEM	1	LS					
14.	CEMENT BOARD	1	LS					
15.	PAINTING AND CAULKING	1	LS					
16.	BONDS (MAXIMUM 2% OF BID)	1	LS					
17.	MOBILIZATION (MAXIMUM 5% OF BID)	1	LS					
18.	INDIRECT COST (MAXIMUM 5% OF BID)							
	TOTAL ADDITIVE ALTERNATE NO. 1							

ADDITIVE ALTERNATE NO. 2: SITEWORK

Add all site work(earthwork, paving, grading and associated appurtenances) associated with the project including but not limited to the following items:

	ITEM	QTY	UNIT	UNIT COST	LABOR Personnel Costs Only	EQUIPMENT	MATERIAL	TOTAL COST
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1.	REMOVE AND RELOCATE HOSE BIB	1	LS					
2.	TREE PROTECTION BARRICADE	346	LF					
3.	TREE REMOVAL AND RELOCATION (PALM)	22	EA					
4.	REMOVE BUILDING	1	EA					
5.	FINE GRADING	12,370	SY					
6.	REMOVE EXISTING TELEPHONE PEDESTAL	1	EA					
7.	TYPE S-1 ASPHALTIC PAVING	2312	SY					
8.	GRAVEL PARKING W/ DELINEATORS	4800	SY					
9.	THERMOPLASTIC STRIPING	545	LF					
10.	CONCRETE WHEEL STOP	58	EA					
11.	CONCRETE WEIR	2	CY					
12.	SIGNS	6	EA					
13.	CLEAR AND GRUB	2.56	AC					
14.	REMOVE/STOCKPILE GRAVEL	1500	SY					
15.	REMOVE ASPHALTIC PAVING	893	SY					
16.	FILL	1165	CY					
17.	ROUGH GRADING	2.38	AC					
18.	TYPE D CURB	1516	LF					
19.	CONCRETE SIDEWALKS	911	SF					
20.	BONDS (MAXIMUM 2% OF BID)	1	LS					
21.	MOBILIZATION (MAXIMUM 5% OF BID)	1	LS					
22.	INDIRECT COST (MAXIMUM 5% OF BID)							
	TOTAL ADDITIVE ALTERNATE NO. 2.							

The County reserves the right to reject any or all bid(s) and the right to award more than one contract as a result of this bid.

Contractor's contact person for additional information on this bid:

Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

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SECTION 4:

BIDDER'S DECLARATION AND UNDERSTANDING

The Bidder declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the county, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on this Project.

The Bidder further declares that is has visited the project site, inspected the plans and specifications, examined all the contract documents, and has satisfied itself to the quantities involved, including materials and equipment and the conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the project and to identify the said quantities with the detailed requirements of the contract Documents, and this bid proposal is made according to the provisions and under the terms of the contract Documents which are made part of this bid proposal.

CONTRACT EXECUTION, CERTIFICATES OF INSURANCE AND BONDS

If this Bid is awarded to bidder, Bidder agrees to acknowledge the terms and conditions of the contract and return a signed Contract with any required contract security and certificates of insurance to the County, within TEN (10) calendar days after Notice of Award. Failure to do so will result in loss of surety.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work on the project within TEN (10) calendar days after the date of the Notice to Proceed and to substantially complete the project within sixty (60) calendar days of the date of the notice to proceed and to finally complete the project within thirty (30) calendar days from the date a punch list of remaining items is issued by the county. The Contractor shall comply with all specific completion dates and sequences indicated elsewhere in the Contract Documents.

ADDENDA

Bidder hereby acknowledges that it has received Addenda No.'s _____, _____, and _____, (Bidder shall insert No. of each Addenda received) and agrees that all addenda issued are hereby made a part of the Contract Documents.

Respectfully submitted:

Signature

Address

Title

Date

License Number (if applicable)

Phone Number

(SEAL - IF BID is by a corporation)

Attest

SECTION 5: PUBLIC ENTITY CRIMES

Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

- This sworn statement is submitted to The Board of County Commissioners,
Wakulla County, Florida by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

_____ (if the entity has no FEIN, include the Social Security number
of individual signing this sworn statement: _____).

- I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida

Statutes, means:

1. A predecessor or successor of a person convicted of a public crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

3. I understand that "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
4. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the Public Entity Identified in Paragraph ONE (1) above is for that Public Entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Bidder:

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2007.

Personally known _____ or produced following identification _____.

My Commission expires: _____

[PRINT NAME]
Notary Public
Commission No.

SECTION 6:

SUBCONTRACTORS AND SUPPLIERS DECLARATION

To enable the County to evaluate the Bidder's qualifications to perform the Project, the Bidder shall list in the spaces below each Subcontractor, Supplier and Materialman whom the Bidder intends to award a sub-agreement in excess of two percent (2%) of the proposed total contract price. List the Subcontractors, Suppliers and Materialmen in descending order, from the highest percentage to the lowest percentage.

The Bidder certifies that the following subcontracting, supplier, or materialman firms, if acceptable to the County, shall be awarded subcontracts for the following portions of the Project in the event that the Bidder is awarded the contract.

Work To Be Performed or Material(s) or Supplied	Name/Address	Percentage of Proposed Total Contract Price
--	--------------	--

SECTION 7: Drug Free Work Place Certification

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place 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 work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.
4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest to, and 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 work place through implementation of this section

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

Company Name

Authorized Signature

Federal ID Number or SSN

Print Name

SECTION 8: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto: The WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS at 3093 Crawfordville, FL 32327, hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 2007, a copy of which is hereto attached and made a part hereof for the construction of _____.

(Name of Project)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to

be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2007.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

By _____ (s)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

SECTION 9: FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

_____ hereinafter referred to as the "Principal", and

_____ a corporation duly organized under the laws of the State of Florida having its principal place of business at _____ in the State of _____ and authorized to do business in the State of Florida, as Surety, are held and firmly bound unto Wakulla County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "Obligee", in the full and just sum of 5% of the Contract Price, as lawful money of the United States of America, the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

CONDITION OF THIS BOND:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, WAKULLA County, Florida for the furnishing of all labor, materials (except those specified to be furnished by the County), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the proposal and the detailed drawings and specifications entitled _____ and dated _____.

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the Contract Price be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the County for the performance of said Contract, within _____ (____) consecutive calendar days after written notice is given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within _____ (____) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Board of County Commissioners, WAKULLA County, Florida and furnishes the Performance and Payment Bonds, each in an amount equal to 100% of the bid selected by the County, satisfactory to the County, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Board of County Commissioners, WAKULLA County, Florida and the Surety herein agrees to pay said immediately upon demand to the County in good and lawful money of the United States of America, as liquidated damages, and not a penalty, for failure thereof of said Principal. Should litigation be necessary to enforce any term or provision of

this Bid Bond or to collect any portion of the amount payable under this Bid Bond, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

Signed and sealed this ____ day of _____, 2007.

PRINCIPAL

BY: _____

TYPE NAME & TITLE

SURETY

BY: _____

ATTORNEY-IN-FACT

TYPE NAME & TITLE

SECTION 10: NOTICE OF AWARD

To:

Project: OLD FORT BOATING FACILITY PROJECT

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2007 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish certificates of insurance within TEN (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificates within TEN (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2007.

Owner: _____

By: _____

Title: Ed Brimner, Chairman
BOARD OF COUNTY COMMISSIONERS

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This the: ____ day of _____, 2007

Title: _____

SECTION 11: NOTICE TO PROCEED

To:

Date:

Project: OLD FORT BOATING FACILITY PROJECT

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2007 on or before _____, 2007, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 2007.

OWNER:

WAKULLA COUNTY BOARD OF COMMISSIONERS

By: _____

Sheryl L. Mosley

Title: Park Facilities Coordinator

ACCEPTANCE OF NOTICE

This hereby acknowledges receipt of the above NOTICE TO PROCEED the _____ day of _____, 2007.

By: _____

Title: _____

Section 12: GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports, and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services, and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Correction of Work
16. Subsurface Conditions
17. Acceptance of Final Payment as Release
18. Assignments
19. Separate Contracts
20. Subcontracting
21. Engineer's Authority
22. Land and Rights-of-Way
23. Guarantee
24. Taxes

1. DEFINITIONS

- 1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications, or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the PROJECT to be performed.
- 1.4 BIDDER - Any person, firm, or corporation submitting a BID for the PROJECT.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CONTRACT DOCUMENTS - The contract, including Advertisement for BIDS, Information For BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

- 1.7 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.8 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the PROJECT.
- 1.9 CONTRACTOR - The person, firm or corporation with whom the OWNERS has executed the Agreement.
- 1.10 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.11 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.
- 1.12 FIELD ORDER - A written order effecting a change in the PROJECT not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.13 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNERS to the successful BIDDER.
- 1.14 NOTICE TO PROCEED - Written communication issued by the OWNERS to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNERS – WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNERS who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a State agency for participation in the PROJECT and approved by the

agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws or by the OWNERS' governing regulations.

- 1.23 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.24 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.25 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTION AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNERS such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the WORK, including dates at which the various parts of the WORK will be started, estimated date of completion of each part and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNERS.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the DRAWINGS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bare the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, or equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to chattel mortgage or under a conditional sale contract or other agreement by which in interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNERS shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense all testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered contrary to the written instruction of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will

uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is the only acceptable product. In cases where two or more products are identified, then the CONTRACTOR may select from the products identified. Whenever a product is identified on the DRAWINGS or SPECIFICATIONS by reference to a brand name with "or approved equal" appended, then the CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER will allow its substitution and use by the CONTRACTOR. The CONTRACTOR will be required to identify selected items by brand name at the time of bidding. No substitutions will be allowed for these items, after the bids are opened.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNERS harmless from loss in account thereof, except that the OWNERS shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. However, if the CONTRACTOR has reason to believe that the design, process or products specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNERS shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNERS, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting

expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. (These shall include City and/or County building permits, burn permits, debris disposal permits, etc.) Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNERS, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable law, ordinances, rules, regulations, and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify OWNERS of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or the acts or omissions of the OWNERS, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNERS, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNERS may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within SEVEN (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within THIRTY(30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNERS.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- a. Unit prices contained in the bid schedule.
- b. An agreed lump sum.

15. CORRECTION OF WORK

15.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNERS and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

15.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within TEN (10) days after receipt of WRITTEN NOTICE, the OWNERS may remove such WORK and store the materials at the expense of the CONTRACTOR.

16. SUBSURFACE CONDITIONS

16.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNERS by WRITTEN NOTICE of:

16.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

16.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

16.2 The OWNERS shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNERS may, if the OWNERS determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

17. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

17.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNERS of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNERS and others relating to or arising out of this WORK. Any payment, however, final or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment Bonds.

18. ASSIGNMENTS

18.1 Neither the CONTRACTOR nor the OWNERS shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

19. SEPARATE CONTRACTS

19.1 The OWNERS reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of

their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 19.2 The OWNERS may perform additional WORK related to the PROJECT or the OWNERS may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNERS, if the OWNERS is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.
- 19.3 If the performance of additional WORK by the CONTRACTORS or the OWNERS is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNERS or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

20. SUBCONTRACTING

- 20.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 20.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of FIFTY PERCENT (50%) of the CONTRACT PRICE, without prior written approval of the OWNERS.
- 20.3 The CONTRACTOR shall be fully responsible to the OWNERS for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.
- 20.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNERS may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 20.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNERS.

21. ENGINEER'S AUTHORITY

- 21.1 The ENGINEER shall act as the OWNERS' representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 21.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factory or fabrication plant of the source of material supply.
- 21.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 21.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

22. LAND AND RIGHTS-OF-WAY

- 22.1 Prior to issuance of NOTICE TO PROCEED, the OWNERS shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 22.2 The OWNERS shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 22.3 The CONTRACTOR shall provide at its own expense and without liability to the OWNERS any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or storage of materials.

23. GUARANTEE

- 23.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of ONE (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The OWNERS will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR

should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNERS may do so and charge the

CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

24. TAXES

24.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

THIS IS THE END OF THE TEXT

APPLICATION FOR PAYMENT

NO. _____
To: Wakulla County Board of County Commissioners (OWNER)
From: _____ (CONTRACTOR)

Project: OLD FORT BOATING FACILITY PROJECT
OWNER's Contract No. _____ ENGINEER's Project No. _____ +
For Work accomplished through the date of: _____

- 1. Original Contract Price: \$ _____
- 2. Net change by Change Orders and Written Amendments (+ or -): _____
- 3. Current Contract Price (1 plus 2): \$ _____
- 4. Total completed and stored to date: \$ _____
- 5. Retainage (per Agreement):
 - _____ % of completed Work:
 - _____ % of stored material:
- Total Retainage: _____
- 6. Total completed and stored to date less retainage (4 minus 5): _____
- 7. Less previous Application for Payments: _____
- 8. DUE THIS APPLICATION (6 MINUS 7): _____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment number 1 through ____ Inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Date: _____
CONTRACTOR
By: _____

State of _____
County of _____
Subscribed and sworn to me before this _____ day of _____, 2007.

Notary Public

My Commission expires:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.
Dated: _____
ENGINEER: _____
By: _____

Item	UNIT PRICE	ESTIMATED QUANTITY	SCHEDULE OF VALUES AMOUNT	QUANTITY COMPLETED	AMOUNT	%	MATERIAL STORED	AMOUNT COMPLETED AND STORED
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
TOTAL COMPLETED & STORED			\$		\$		\$	\$

SECTION 13: NOTICE OF SUBSTANTIAL COMPLETION

TO: WAKULLA COUNTY
PARKS & RECREATION DEPARTMENT

PROJECT: OLD FORT BOATING FACILITY PROJECT

The work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as _____, which is also the date of commencement of applicable warranties required by contract documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Consultant when construction is sufficiently complete, in accordance with the contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the contract document.

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the contract documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

ENGINEER OF RECORD

WAKULLA COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
(Type name)

BY: _____
Ed Brimner, Chairman

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

CONTRACTOR

BY: _____
(Type name)

TITLE: _____

DATE: _____