WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS

ROCK LANDING PIER MOORING PILES
Invitation to Bid Number: 2012-03

RESPONSES ARE DUE BY: January 27, 2012 by 2:00 P.M., EDT

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 1263 32326
Crawfordville, FL 32327

Contact: Deborah DuBose at 850.926.9500 x 410 or
via e-mail at ddubose@mywakulla.com
850.926.0940 FAX

OVERVIEW
Wakulla County, Florida is accepting written proposals from interested vendors to provide for the installation of eleven (11) Timber Pilings, installation of slip signage, and parking/pavement striping at the Rock Landing Pier located in Panacea, FL. All work will be contracted within the terms, conditions, scope of work and other applicable requirements set forth in this document. Wakulla County welcomes your response.

Wakulla County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. Wakulla County strictly enforces open and fair competition.

CALENDAR OF EVENTS
All times listed in the Calendar of Events are Eastern Daylight Time.

Release of Invitation to Bid	January 8, 2012 @ 8:00 a.m.
MANDATORY Pre-Bid Meeting On Site: Rock Landing Pier, Panacea, FL.	January 18, 2012 10:00 am On Site
Technical Questions Due from Prospective Bidders	January 19, 2012
Responses to Technical Questions Posted	January 20, 2012
Bids DUE and OPENED (FAX NOT ACCEPTABLED)	January 27, 2012 @ 2:00 p.m EDT
Board Approval To Award	February 6, 2012
Anticipated Date to Begin Work	Upon Notice to Proceed

Note: Pier is located at the EAST END of Rock Landing Road in Panacea, FL.

DEFINITIONS
The term "County" used herein refers to Wakulla County, Florida, or its duly authorized representative.

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

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.

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

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.

The term "Project Manager" is the County's designated Project Manager responsible for overseeing the project on behalf of the County.

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.

PREPARATION OF BIDS

The Bids must be submitted on the standard form herein furnished by the County. Bidders 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 must be received by the County no later than January 27, 2012 at 2:00 p.m. EDT at the Purchasing Office of the County in Crawfordville, Florida. Bids may be rejected if they contain 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.

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. 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. If a Bidder is an individual, his signature shall be inscribed. If the 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. All Bids shall have names typed or printed below all signatures. All Bids shall state the Bidder's contractor license number, if applicable. Failure to follow the provisions of this paragraph shall be grounds for rejecting the Bid as irregular or unauthorized.

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.

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 effect, unless made at the Mandatory Pre-Bid Conference. 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 by the date in the schedule included in this ITB. 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. 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.

BID DEPOSIT REQUIREMENTS

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 attached Contract, 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.

The Successful Bidder shall execute three (3) copies of the Contract and deliver same to County within the time period noted above. The County shall execute all three (3) copies and return one fully executed copy of the Contract to Successful Bidder within thirty (30) working days after receipt of the executed Contract 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.

RIGHT TO REJECT PROPOSALS

The County reserves the right to reject any and all Bids found to be non-responsive, vague, or non-conforming, or to waive informalities or minor irregularities and negotiate with the apparent lowest, qualified Bidder. Further, County reserves the right to withdraw this solicitation at any time prior to final award of the Contract. County is not liable for any costs incurred by Bidder prior to issuance of the executed Contract as set forth herein.

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 an interest in more than one Bid for the Work, all Bids of such Bidder shall be rejected.

Pursuant to Chapter 119, Florida Statutes, all bid responses are subject to open records laws once opened.

CONE OF SILENCE

A Cone of Silence will be in effect for this invitation for bids beginning with the advertisement date, January 8, 2012. The prospective bidder shall not have any communication with any County personnel. 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 request for interpretations or clarifications must be received before/on January 19, 2012. Any and all such interpretations and supplemental instructions shall be in the form of written addendum which, if issued, shall be posted on the County's website on the date indicated on the Calendar of Events. Such written addenda shall be binding on Bidder and shall become a part of the Bidding Document.

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.

EXCLUSION OF COUNTY PERMITS IN BID PRICES

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 County pursuant to the prosecution of the work.

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 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, 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.

By submission of a Bid, the Bidder acknowledges that it is not prohibited from submission of a Bid by s. 287.133, Florida Statutes.

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) indicates 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 such as bid forms, performance bonds, etc., 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

The primary scope of work consists of the installation of eleven (11) Timber Pilings, installation of slip signage, and parking/pavement striping.

Per the construction plans, the timber pilings are to be pressure treated (2.5 pcf of CCA) southern pine 30 feet in length with 8" tip. The pile locations are to be pre-drilled 10 feet then driven till refusal. All pilings shall receive two (2) 12 inch galvanized cleats. Twenty (20) 12 inch galvanized cleats shall be installed on the existing concrete pier to provide 2 cleats per slip.

The parking/pavement striping includes delineation of parking spaces, drive isles, no parking areas, and lane delineation on the existing boat ramp.

On-site signage shall include boat slip signage, floating dock signage, welcome/general rules signage, and authorized vehicles only signage.

All of the proposed improvements for the scope of work are illustrated and detailed by the plans prepared by Preble-Rish, Inc.

The Contractor will be required to furnish an insurance certificate and performance and payment bonds prior to beginning any construction. The contractor shall furnish all labor, equipment, material and incidentals necessary to complete the Work described in this Scope of Work.

It is the intention of these Bidding Documents to identify standard materials. Please see the Preble-Rish, Inc. Construction Plans attached hereto for specific information pertaining to materials.

Quantities given in this Scope of Work are estimated using the best information available. Bids shall be compared using the lump sum prices for provision of the installation of eleven (11) Timber Pilings, installation of slip signage, and parking/pavement striping stated in this Scope of Work and elsewhere in the Bidding Documents.

TIMELINE AND DELIVERABLES

Services will commence as soon as possible following issuance of a Notice to Proceed. The successful Bidder will complete the project within sixty (60) days of the date the Notice to Proceed is issued in accordance with the attached Plans and Specifications.

METHOD OF PAYMENT

Payment for the Work will be made in accordance with the terms of the attached Contract, including the Terms and Conditions attached thereto, 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 the Work, the Project Manager shall notify the successful Bidder in writing of such rejection and provide the reason(s) for rejecting the deliverable/task.

SUBMISSION OF DELIVERABLES

As described in this ITB and the Contract Documents, the successful Bidder 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.

SUBCONTRACTS

The successful Bidder 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.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

(A) Unless otherwise prohibited by prevailing law or policy, in the 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 an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score shall be assigned for a local preference to a respondent, as follows:

(1) A respondent which has a principal office located within Wakulla County and which satisfies the definition of a "Local Business" as set forth in paragraph (B)(1) this section shall be given a preference in the amount of five percent (5%) of the bid price or five percent (5%) of the total points available, whichever is applicable.

(2) If no Local Business as defined in paragraph (B)(1) of this section is competing on a project, respondents which satisfy the definition of a "Local Business" as

set forth in paragraph (B)(2) of this section shall be given a preference in the amount of four percent (4%) of the bid price or four percent (4%) of the total points available, whichever is applicable.

(3) If no Local Business as defined in paragraphs (B)(1) or (B)(2) of this section are competing on a project, respondents which satisfy the definition of a "Local Business" as set forth in paragraph (B)(3) of this section shall be given a preference in the amount of three percent (3%) of the bid price or three percent (3%) of the total points available, whichever is applicable.

(B) "Local Business" means, for the purposes of this section:

(1) A business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid, request for proposal, or other procurement document; or

(2) A business that has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Wakulla County, or two (2) part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County.

(3) A business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty 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 Franklin County, Jefferson County, Leon County, or Liberty County.

(C) Any respondent claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. 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 respondent is a Local Business.

(D) The preference of 3%, 4%, or 5% in an invitation to bid or other procurement not using points-based evaluation criteria shall be applied and deducted from the total amount of the bid price. The preference of 3%, 4%, or 5% of the total points available in a request for proposals or other procurement using points-based evaluation criteria shall be applied and added to the total points received by a respondent.

(E) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

HOW TO RESPOND TO THIS ITB

Copies of the bid specifications are contained in this document and can be found on-line at www.mywakulla.com. Respondents can also call 850.926.9500 to request a copy of the Invitation to Bid. After obtaining a copy of all bid materials, Respondents should carefully review this Invitation to Bid, the attached forms, the attached specifications, and the attached Contract and general terms prior to preparing their Bid. All forms must be completed and one original and one copy of the response with all required forms must be submitted to the County's Purchasing Office as stated elsewhere in this ITB and as set forth below in the Bid Response Format Section.

PRE-BID CONFERENCE

A MANDATORY on-site pre-bid conference will be held on January 18, 2012 at 10:00 a.m. This conference will be held at the Work site at Rock Landing Pier located in Panacea, Florida. The BoCC will post a notice for the mandatory pre-bid conference on the County's website prior to the pre-bid conference.

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 Bidder's bid non-responsive and will result in rejection of the Bidder's Bid. A vendor shall attend the entire meeting from beginning to end to be considered compliant to the required attendance. Vendors arriving over 10 minutes late will not be considered responsive and may not submit a bid.

BID RESPONSE FORMAT

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

The Bidder's bid response must consist of the following:

Title Page

The title page must include, at a minimum:

- The title and number of the ITB;
- The Bidder'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 Bidder's authorized signatory.

Attachments

Bid responses must include the following documents and certifications attached hereto (unless otherwise noted below):

- **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 Price Form (Attachment 3)**. This should be the total lump sum amount for providing all of the necessary materials and installation/construction services outlined in the Scope of Work and in accordance with the attached specifications.
- **Drug Free Workplace Certification (Attachment 4)**. Completed, signed and attached by authorized individual for Respondent if Respondent has a drug free workplace program.
- **Conflict of Interest Disclosure Statement (Attachment 5)**. Completed, signed, and attached by authorized individual for Respondent.
- **Certification Regarding Lobbying (Attachment 6)**. Completed, signed and attached by authorized individual for Respondent.
- **List of Subcontractors (Attachment 7)**. Completed, signed and attached.
- **Insurance Coverage Certification (Attachment 8).** Completed, signed and attached.
- **Local Preference Form (Attachment 9).** Completed, signed and attached.
- **Statement of Experience of Bidder (Attachment 10).** Completed, signed and attached.
- **Bid Specifications (Attachment 11).** Does not need to be returned, but must be used by Bidder in calculating the Lump Sum Amount and in performance of the Work.
- **Bid Checklist (Attachment 12).** Does not need to be returned, for use by Bidder in determining whether Bid includes all necessary information.
- **Permit from US Army Corps of Engineers (Attachment 13).** Required documents to complete work. Does not need to be returned - for bidder's information.
- **Permit from Florida Department of Environmental Protection (Attachment 14).** Required document to complete work. Does not need to be returned – for bidders information.
- **Contract, Terms and Conditions and other Contract Documents (Attachment 15).** If awarded a contract, Bidder must return this. It is not required as part of the Bid Response.

Bidders must state that their Bid constitutes an offer that remains valid for at least 60 days after opening of the bid.

INQUIRIES

Questions related to this Bid 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

Submit questions in writing to:

ESG Operations, Inc.
Attention: Brent Pell
340 Trice Lane
Crawfordville, Florida 32327
Office 850.926.7616
FAX 850.926.2890
Or by email to bpell@esginc.net

It is the responsibility of all potential Bidders to monitor the County's website for any changing information prior to submitting a response. Other than inquiries submitted pursuant to this section, Bidders or persons acting on their behalf may not contact, between the release of this Invitation to Bid and the posting of the notice of intended award, any employee of the County or the Project Manager, or any BoCC Member concerning any aspect of this solicitation. Violation of this provision may be grounds for rejecting a response.

AWARD

Award of contract shall be made on an all or none basis to the responsive, responsible Bidder providing the lowest lump sum price, after taking into account any Local Preference Credit, 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. A printed copy of the Response tabulation will be posted in the Purchasing Office, at the Board's Administrative Offices, and on the County's website (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.

Award of the Contract (a form of which is attached hereto and included as part of these Bidding Documents) will be made by the County BoCC 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.

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 with a drug-free workplace program must complete the Drug Free Workplace form provided and return it with their Bid in order to qualify for this preference.

EXECUTING A CONTRACT
The construction, interpretation, and performance of this solicitation, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract Documents shall include all terms and conditions of this solicitation, any addenda, responses to inquiries, and the BoCC's contract issued as a result of this solicitation, a form of which is attached hereto. It is anticipated that the successful Bidder will enter into the attached Contract under the terms provided therein.

PERFORMANCE AND PAYMENT BONDS
The successful Bidder shall provide Performance and Payment Bonds, in the form attached as Exhibits F and G of the Contract, in the amount of 100% of the cost of the project, the costs of which are to be paid by successful Bidder. 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.

CONTRACT PERIOD
The original contract period will begin upon execution of the contract. The original contract period will end after 60 days unless extreme extenuating circumstances warrant an extension which will require the BoCC's approval.

CONTRACT RENEWAL
Upon expiration of the Contract and any BoCC-approved extensions, this Contract will not be renewed.

CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION
After receipt of a Notice of Termination, and except as otherwise specified by the BoCC, the successful Bidder 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).

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

In as much as failure to complete the project within the time established in this ITB herein will result in substantial injury to the BoCC, and as damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if the project is not completed, within such further time, if any, as in accordance with the provision of the Contract Documents shall be allowed for such substantial completion, the Contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty $500.00 dollars for each and every calendar day elapsing between the date fixed for substantial completion of any stage of the project and the date such completion shall be fully accomplished. It is also hereby agreed that if this project is not finally complete, in accordance with the requirements of the Contract Documents the contractor shall pay to the BoCC as liquidated damages for such delay, and not as a penalty, one-fourth of the rate indicated above. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the BoCC under this provision shall not exclude the recovery of damages by the BoCC under this provision shall not exclude the recovery of damages by the BoCC under provisions of the Contract Documents, except for Contractor's delays.

This provision for liquidated damages for delay shall in no manner affect the BoCC's right to terminate the Contract as provided elsewhere in the Contract Documents. The BoCC's exercise of the right to terminate shall not release the Contractor from his obligation to pay said liquidated damages in the amount stated in this document.

It is further agreed that the BoCC may deduct from the balance retained by the BoCC under the provisions provided for or such portion thereof as the said retained balance will cover.

LIQUIDATED DAMAGES WHEN BOCC TERMINATES CONTRACT

The Board is entitled to completion of the project within the time fixed stated in this document hereof. In the event of termination of the Contract for cause by the Board prior to completion as provided in the contract, the Contractor shall be liable to the Board for the expenses for additional managerial and administrative services provided to complete the project, and for the per diem liquidated damages provided for.

ATTACHMENT 1
Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
Crawfordville, FL 32327

RESPONSE TRANSMITTAL FORM

COMPLETE AND RETURN THIS FORM
WITH THE ORIGINAL BID

Invitation to Bid Number: 2012-03
Title: Rock Landing Pier Mooring Piles
Date & Time of Bid Opening: January 27, 2012@ 2:00 p..m. EDT
Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Federal Employer ID Number:_____

Telephone: ( ) _____ Fax Number ( ) _____

E-Mail Address (Required): _____

Authorized Signature (Manual):_____ Date: _____

Authorized Signature (Typed) and Title:_____

The 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:

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

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 per reference.)

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

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature:_____

Title:_____

ATTACHMENT 3
PRICE BID PAGE

Payment for the materials and work required in this Invitation to Bid shall include all compensation for furnishing tools, equipment, materials, 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 anything above the amount of the lump sum price.

LUMP SUM BID PRICE **$_____**

_____
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, **q**uality, 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 result from this solicitation. The Respondent shall have determined to their own complete satisfaction that a listed subcontractor is qualified and has the experience necessary to perform the required Work.

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 #	

ATTACHMENT 8
INSURANCE COVERAGE CERTIFICATION
Required Policy Endorsements and Documentation

(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 coverage's 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 coverage's 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 insured's.

(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

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 Coverage's and Products and Completed Operations Coverage's.

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.

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____
Signature _____
Typed or Printed

Date _____
Title _____
(Company Risk Manager or Manager with Risk Authority)

ATTACHMENT 9
LOCAL PREFERENCE CERTIFICATE

I, the undersigned do hereby certify that _____ (Company name) qualifies as a local business based on the language and conditions present in Paragraph (B) of the section titled ***LOCAL PREFERENCE IN PURCHASING AND CONTRACTING*** of the Invitation to Bid documents. This business qualifies based on the criteria set forth in (check one):

1. Paragraph (B)(1) _____ . Please attach a copy of local business tax receipt.

2. Paragraph (B)(2) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(2).

3. Paragraph (B)(3) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(3).

I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT 10
STATEMENT OF EXPERIENCE OF BIDDER

STATEMENT OF EXPERIENCE OF BIDDER

The Bidder is required to state below what work of similar magnitude is a judge of his experience, skill and business standing and of his ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Project and Location	Reference
1._____	_____
_____	_____
2._____	_____
_____	_____
3._____	_____
_____	_____
4._____	_____
_____	_____
5._____	_____
_____	_____

Dated _____ Bidder _____

By _____

Experience

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

_____
_____
_____

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.

_____
_____
_____
_____
_____

3. Give names, addresses, and telephone numbers of three (3) individuals or corporations (not including Wakulla County personnel) for which you have performed work and that can be contacted as a reference. Attach sheet, if necessary.

_____
_____
_____
_____

4. Complete the table below as fully as possible, describing projects which have been successfully completed during the past five (5) years.

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

General

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

_____
_____
_____
_____

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

_____
_____
_____
_____

7. 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.

_____
_____
_____
_____

8. 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):

_____
_____
_____
_____

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

_____
_____
_____
_____

10. State the true and exact, correct, and complete name under which you do business.
BIDDER IS:_____

_____	_____
(Signature)	(Company)
_____	_____
(Name)	(Date)
_____	

ATTACHMENT 11
BID SPECIFICATIONS

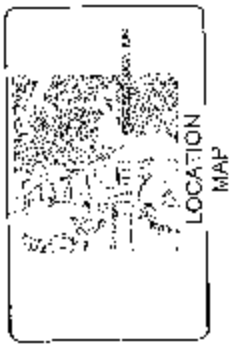
Construction Plans For:

Rock Landing Pier Mooring Piles

Prepared For:

Board of County Commissioners
Wakulla County, Florida

INDEX

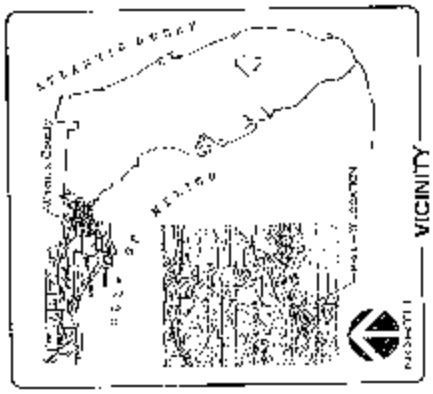


LOCATION MAP

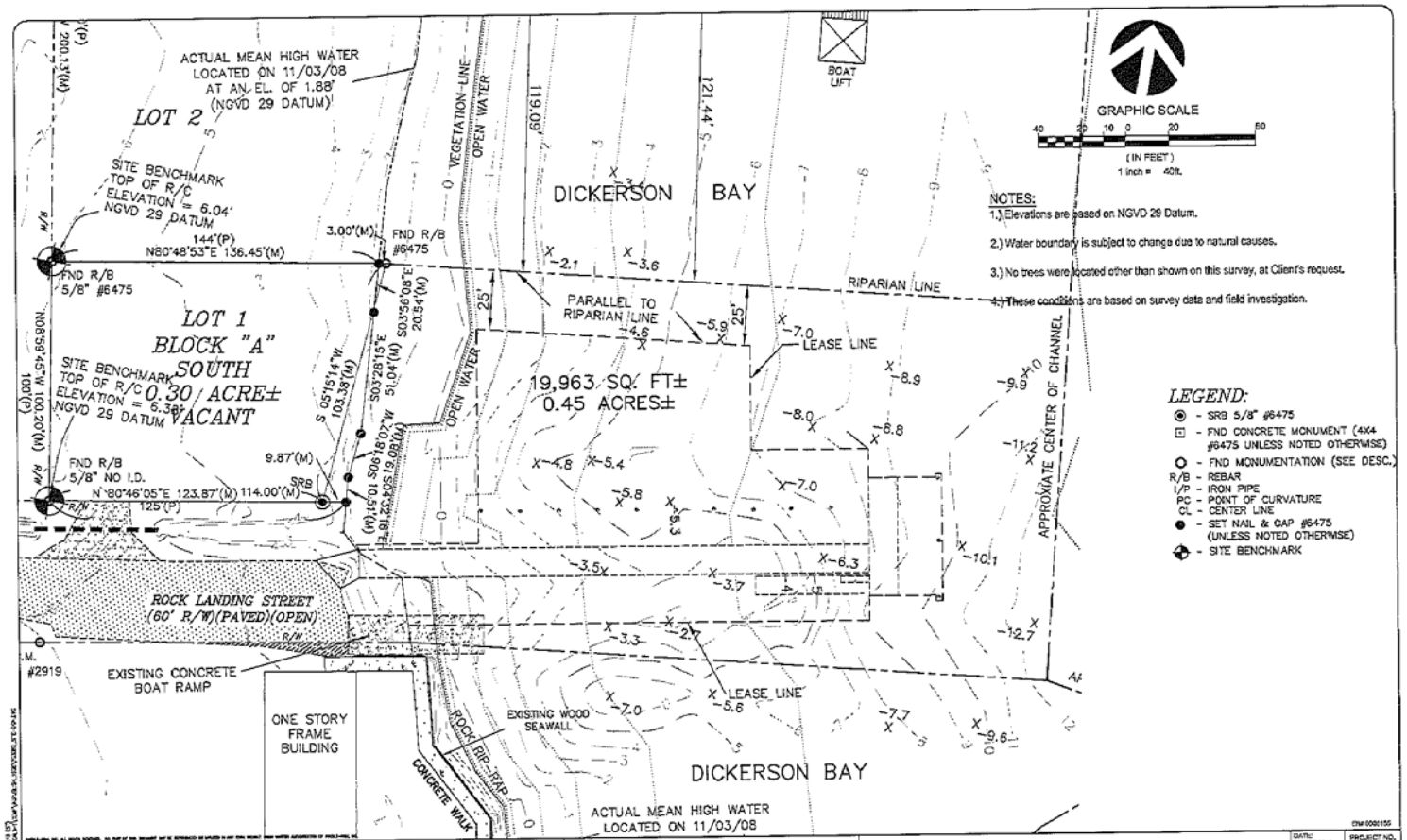
Prepared By:

Preble-Rish Inc.

Date: September 2010
Project Number: 200.080



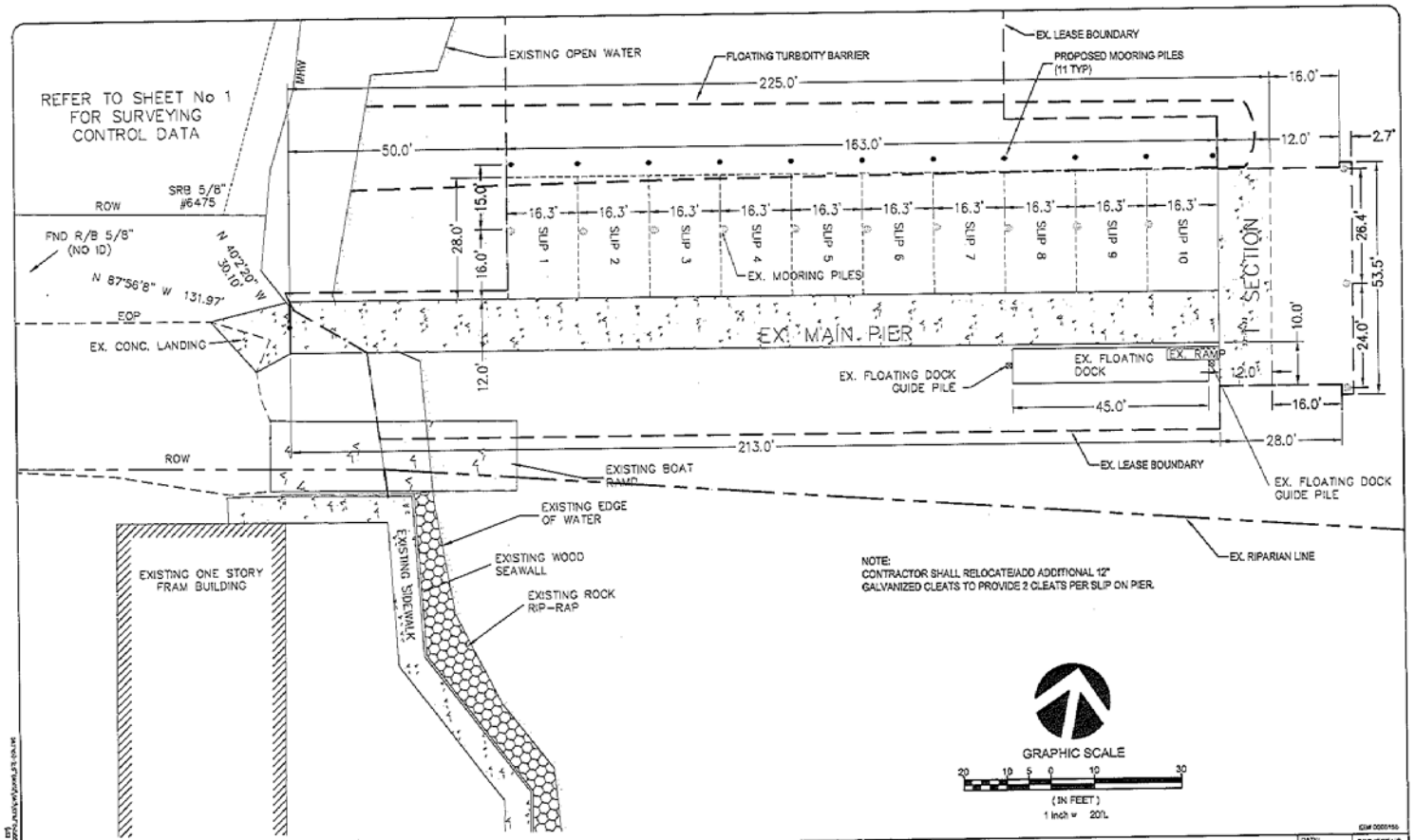
VICINITY MAP



PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL · SURVEYING · SITE PLANNING

EXISTING CONDITIONS
ROCK LANDING PIER
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: SEPT 2010
SCALE: 1:40
DRAWN: R.ROCHER
CHECKED: T.JUSTICE
PROJECT NO. 203.080
SHEET 1

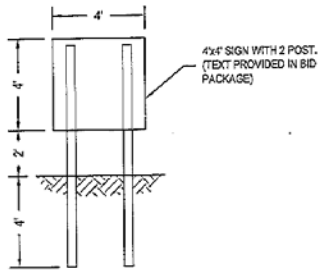


NO.	DATE	APPR.	REVISION
1			
2			
3			
4			
5			

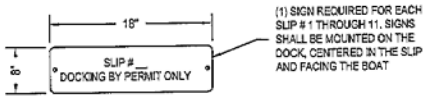
PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL • SURVEYING • SITE PLANNING

OVERALL PLAN
ROCK LANDING PIER
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

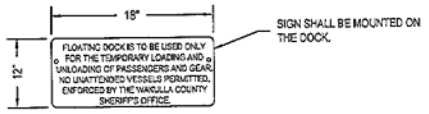
DATE: SEPT 2010	PROJECT NO. 203.080
SCALE: 1:20	
DRAWN: R.ROCHER	SHEET 2
CHECKED: T.JUSTICE	



"RULES AND REGULATIONS" SIGN DETAIL
SCALE: N.T.S.



"SLIP SIGNAGE" SIGN DETAIL
SCALE: N.T.S.



"FLOATING DOCK" SIGN DETAIL
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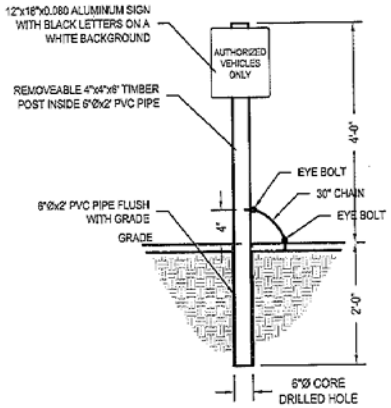
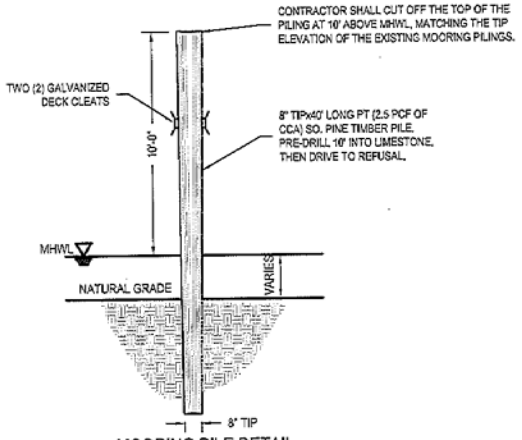


SIGN DETAIL
SCALE: N.T.S.



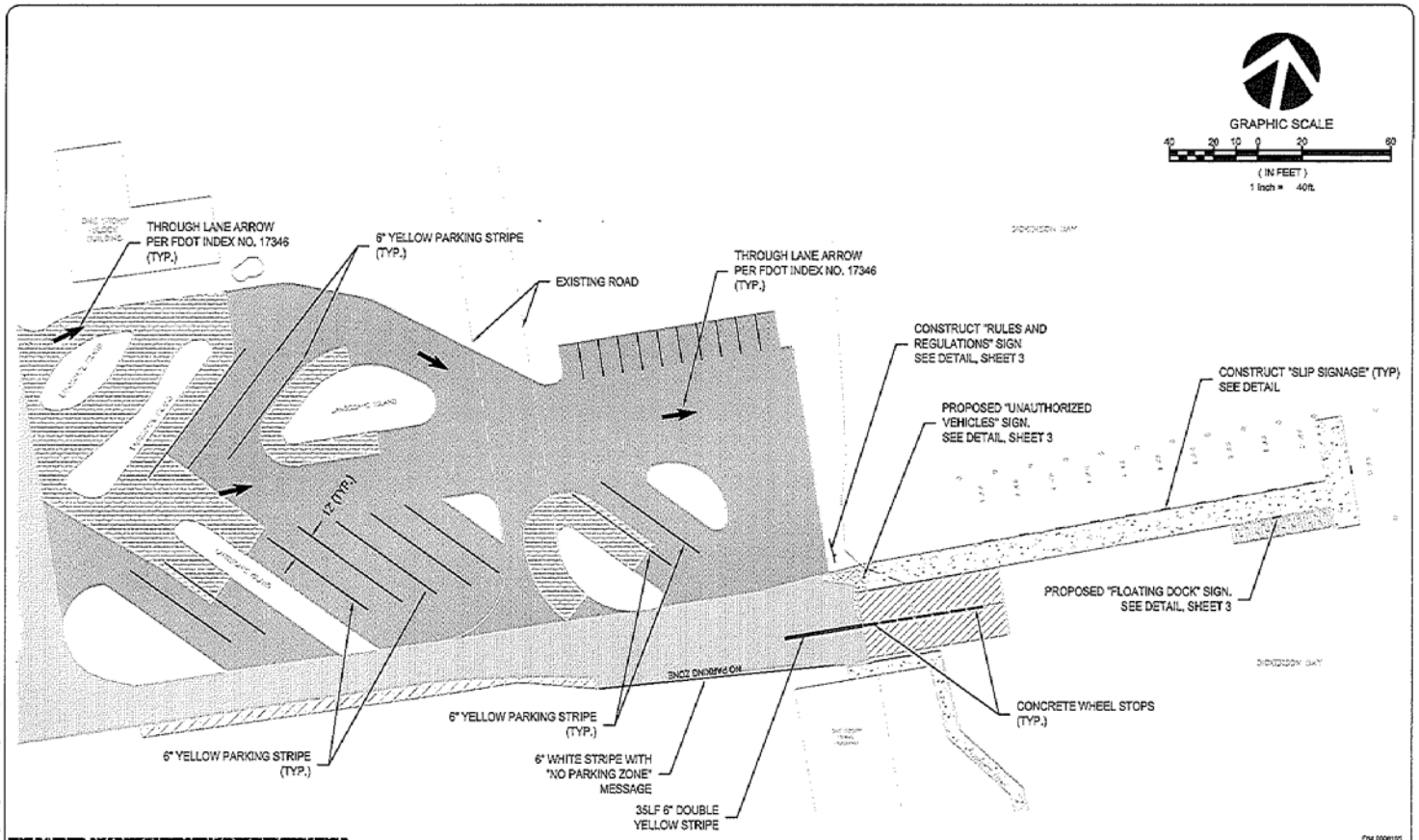
MOORING PILE DETAIL
SCALE: N.T.S.

NO.	DATE	APPL	REVISION
1			
2			
3			
4			
5			

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL · SURVEYING · SITE PLANNING

DETAILS
ROCK LANDING PIER
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: SEPT 2010	PROJECT NO. 203.080
SCALE: NS	
DRAWN: B.ROCHOW	SHEET 3
CHECKED: T.JUSTICE	



NO.	DATE	APPR.	REVISION
1			
2			
3			
4			
5			

PREBLE-RISH, INC.
CONSULTING ENGINEERS
CIVIL · SURVEYING · SITE PLANNING

SIGNAGE DETAILS
ROCK LANDING PIER
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS

DATE: SEPT 2010	PROJECT NO. 203.080
SCALE: 1:5	
DRAWN: G.ROCHER	SHEET 4
CHECKED: T.JUSTICE	

ATTACHMENT 12
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.
2. ____ The Reference Form (Attachment 2) has been completed with three references as required in solicitation.
3. ____ The Bid Price Form (Attachment 3) has been completed and reviewed for accuracy.
4. ____ The Drug Free Workplace Certification (Attachment 4), Disclosure Form (Attachment 5), and 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 if applicable.
6. ____ Insurance Coverage Statement (Attachment 8)
7. ____ Local Preference Form (Attachment 9)
8. ____ Statement of Experience of Bidder (Attachment 10)
9. ____ The Technical Specifications section and FDOT Design Standards Index No. 810 have been thoroughly reviewed for compliance to the solicitation requirements. (Attachment #11)
10. ____ The Permit modification approval from US Army Corps of Engineers. (Attachment #13)
11. ____ The Permit modification approval from FDEP (Attachment #14)
12. ____ Draft Contract.
13. ____ 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.
14. ____ On the lower left hand corner of the bid package envelope transmitting your original response, write in the following information:

Solicitation Number: ITB 2012-03
Title: Rock Landing Pier Mooring Piles
Bid Opening Date & Time: January 27, 2012 @ 2:00 p.m. EDT

ATTACHMENT 13

DEPARTMENT OF THE ARMY
JACKSONVILLE DISTRICT CORPS OF ENGINEERS
1002 WEST 23RD STREET, SUITE 350
PANAMA CITY, FLORIDA 32405

May 13, 2011

REPLY TO
ATTENTION OF

North Permits Branch
Panama City Regulatory
SAJ-2007-03006(MOD-DNA)
Modification-#2

Wakulla County BOCC
Attn: Mr. Benjamin Pingree
P.O. Box 1263
Crawfordville, Florida 32326

Dear Mr. Jones:

The U.S. Army Corps of Engineers has completed the review and evaluation of your modification request received March 29, 2011 in which you asked to revise the plans authorized by Department of the Army permit number SAJ-2007-03006, for the installation of 11 new mooring pilings located approximately 15 feet north of the existing pilings located between the existing slips. The project is located in Dickerson Bay, at the end of Rock Landing Road, Panacea, Wakulla County, Florida.

The proposed modification is to install a total of 11 new 12 inch diameter mooring pilings located approximately 15 foot north of the existing pilings within each mooring boat slip. The modification must be completed in accordance with the 4 enclosed construction drawings and the special conditions, which are incorporated in, and made a part of the original issued permit.

The impact of your proposal on navigation and the environment has been reviewed and found to be insignificant. The permit is hereby modified in accordance with your request. You should attach this letter to the permit. All other conditions of the permit remain in full force and effect.

If you have any questions concerning permit modification, please contact the project manager Derek Adkins at the letterhead address, by telephone at 850-763-0717, extension 26 or by electronic mail at derek.n.adkins@usace.army.mil.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to take a few minutes to visit http://per2.nwp.usace.army.mil/survey.html and complete our

ATTACHMENT 13

automated Customer Service Survey. Your input is appreciated - favorable or otherwise. Please be aware this web address is case sensitive and should be entered as it appears above.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Kevin D. O'Kane
for Alfred A. Pantano, Jr.
Colonel, U.S. Army
District Commander

Enclosure

Copy Furnished:

Florida Environmental & Land Services

ATTACHMENT 14

Florida Department of
Environmental Protection
Northwest District Branch Office
3900 Commonwealth Boulevard, MS 55
Tallahassee, Florida 32399

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

June 28, 2011

Wakulla County Board of County Commissioners
c/o Benjamin Pingree
Post Office Box 1263
Crawfordville, Florida 32326-1263

Dear Mr. Pingree:

Your request to modify this permit, file number 65-0241911-002-DF, with permit modification, file number 65-0241911-004-DF, in Wakulla County, has been received and reviewed by Department staff. The modification is to install 11 new pilings located approximately 15 feet north of the existing pilings to correct any issues with safely mooring vessels at the facility. This modification will increase the leased area by 144.42 square feet.

Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the permit is hereby modified as requested. By copy of this letter, we are notifying all necessary parties of the modification.

This letter of approval does not alter the original expiration date of July 18, 2013, Specific or General Conditions of the permit. This letter must be attached to the original permit. This project is subject to Sovereign Submerged Lands Lease No. 650341821 which must be modified prior to beginning any construction.

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) in accordance with Section 120.57, Florida Statutes (F.S.). The petition must contain the information set forth below and must be filed (received) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. Petitions filed by the permittee and the parties listed below must be filed within fourteen (14) days of receipt of this letter. Petitioner shall mail a copy of the petition to the permittee at the address indicated above at the time of filing. Failure to file a petition within this time period

ATTACHMENT 14

shall constitute a waiver of any right such person may have to request an administrative determination (hearing) under Section 120.57, F.S.

The Petition shall contain the following information:

(a) The name, address, and telephone number of each petitioner, the permittee's name and address, the Department permit file number and the county in which the project is proposed;
(b) A statement of how and when each petitioner received notice of the Department's action or proposed action;
(c) A statement of how each petitioner's substantial interests are affected by the Department's action or proposed action;
(d) A statement of the material facts disputed by petitioner, if any;
(e) A statement of facts which petitioner contends warrant reversal or modification of the Department's action or proposed action;
(f) A statement of which rules or statutes petitioner contends require reversal or modification of the Department's action or proposed action; and
(g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Department's action or proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this letter. Persons whose substantial interests will be affected by any decision of the Department with regard to the permit have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within **14 days** of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-5.207, Florida Administrative Code (F.A.C.).

This Notice constitutes final agency action unless a petition is filed in accordance with the above paragraphs or unless a request for extension of time in which to file a petition is filed within the time specified for filing a petition and conforms to Rule 62-110.103(3), F.A.C. Upon timely filing of a petition or a request for an extension of time, this Notice will not be effective until further Order of the Department.

ATTACHMENT 14

Any party to this letter has the right to seek judicial review of the Order pursuant to Section 120.68, F.S., by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000; and by filing a copy with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date the Notice of Permit Modification is filed with the Clerk of the Department.

Sincerely,

Marlane Castellanos

Marlane Castellanos
Branch Manager

MC/dt

Enclosures: Modified Drawings (3 pages)

cc: U.S. Army Corps of Engineers
Wakulla County Building Department
Elva Peppers - Agent

CERTIFICATE OF SERVICE

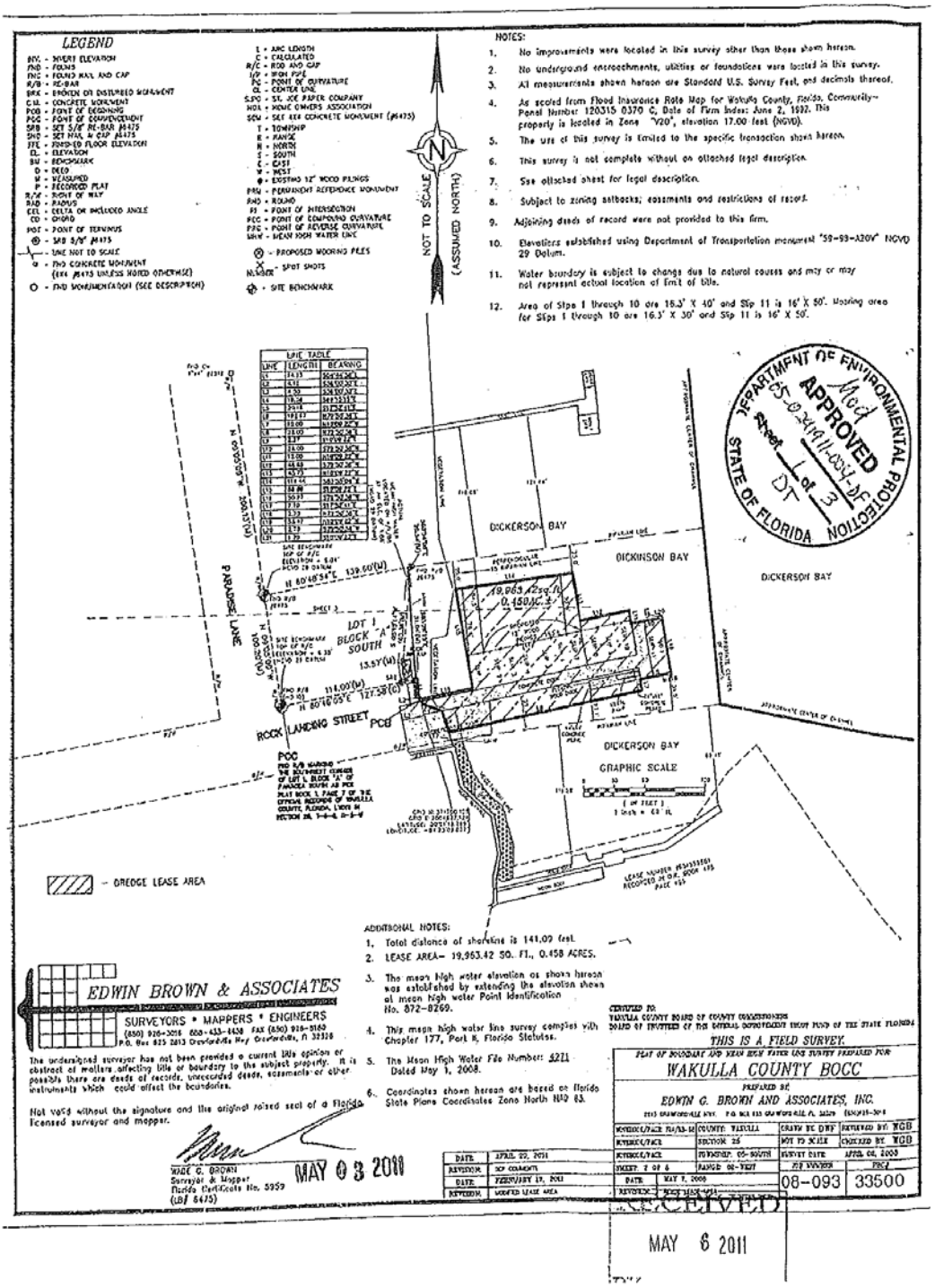
The undersigned hereby certifies that this permit modification, including all copies, were mailed before the close of business on June 28, 2011, to the above listed persons.

FILING AND ACKNOWLEDGMENT

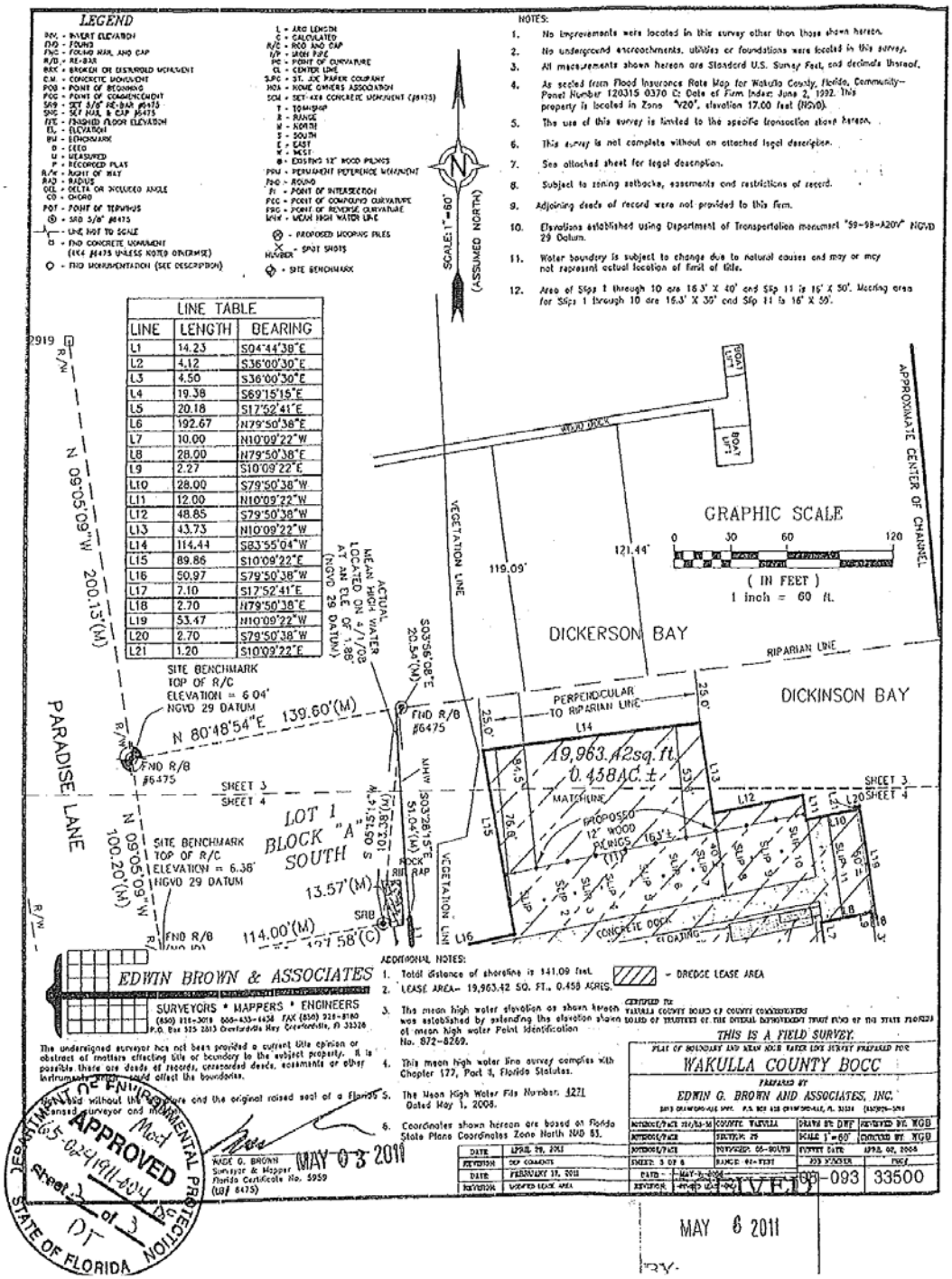
FILED, on this date, under Section 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

Clerk 6-27-11
Clerk Date

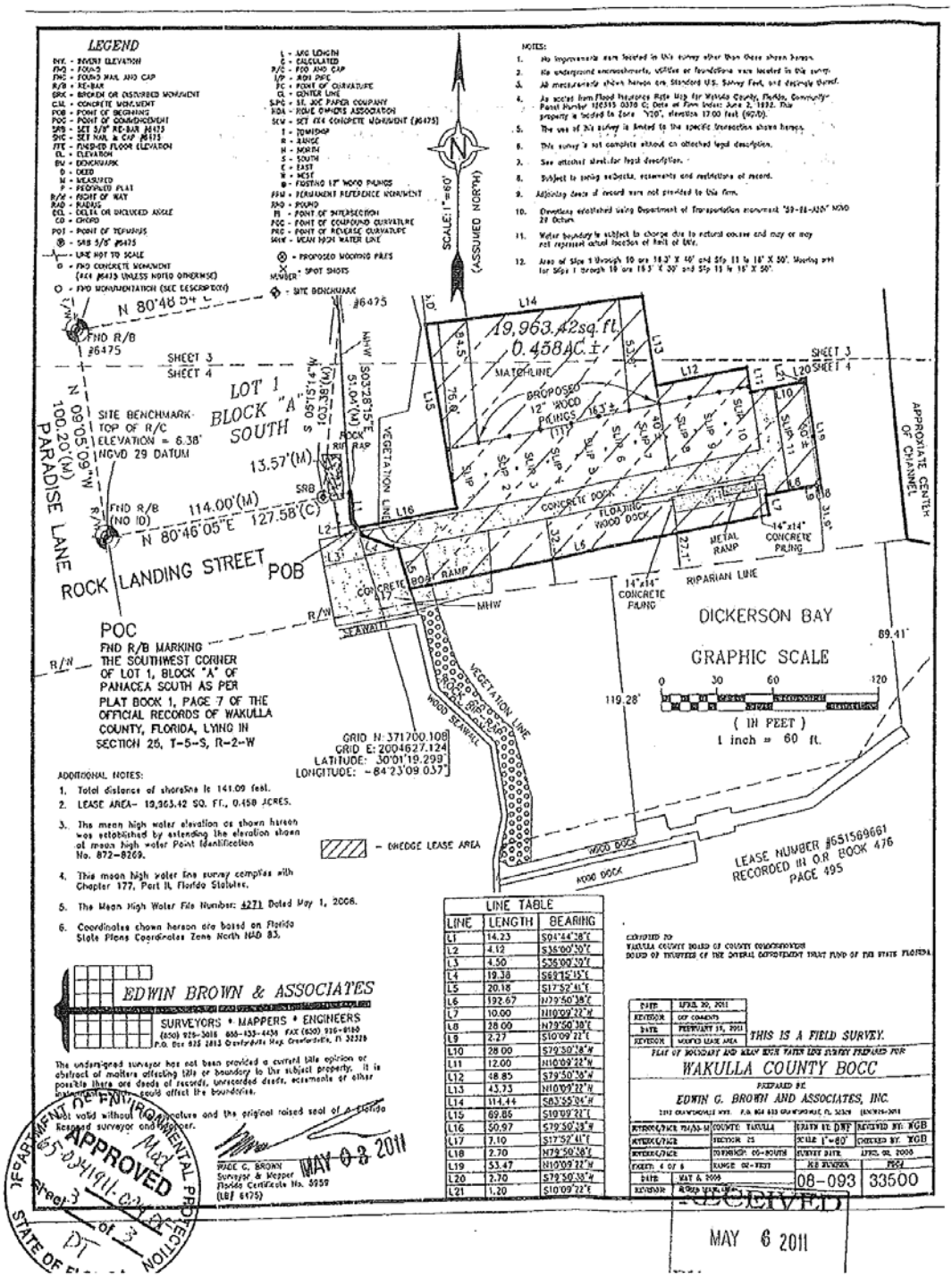
ATTACHMENT 14



ATTACHMENT 14



ATTACHMENT 14



LINE TABLE		
LINE	LENGTH	BEARING
L1	14.23	S04°44'28"E
L2	4.12	S36°00'50"E
L3	4.50	S35°00'19"E
L4	19.38	S69°15'15"E
L5	20.18	S17°52'41"E
L6	192.67	N79°50'38"E
L7	10.00	N10°09'22"W
L8	28.00	N79°50'38"E
L9	2.27	S10°09'22"E
L10	28.00	S79°50'38"W
L11	12.00	N10°09'22"W
L12	48.85	S79°50'38"W
L13	43.73	N10°09'22"W
L14	114.44	S83°55'04"W
L15	69.86	S10°09'22"E
L16	50.97	S79°50'38"W
L17	7.10	S17°52'41"E
L18	2.70	N79°50'38"E
L19	53.47	N10°09'22"W
L20	2.70	S79°50'38"W
L21	1.20	S10°09'22"E

ATTACHMENT 15
CONTRACT FOR ROCK LANDING PIER MOORING PILES

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) to perform all work in connection with Wakulla County ITB No. 2012-03 (the "Work"), as said Work is set forth in the Scope of Services and Specifications set forth in the Invitation To Bid and other Contract Documents hereafter specified.

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

Section 1. Contract Documents.

The "Contract Documents" consist of this Contract, 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 herein by reference and made a part of this Contract. A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

Section 2. Scope of Work.

A. 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 Contract. Please refer to the Scope of Work and Specifications provided in ITB No. 2012-03 for details on the Work required for provision for the installation of eleven (11) Timber Pilings, installation of slip signage and parking/pavement striping

B. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the proposed Work to be performed, locality and all local conditions and laws and regulations, and all other regulatory bodies and has resolved any and all issues, problems and conflicts prior to commencing any activity under this contact.

C. CONTRACTOR agrees that the prices contained herein shall include all labor, fencing materials, and equipment, bonds, profit, insurance, incidentals and all other costs not expressly omitted or provided for herein to cover the Work to be performed as set forth in the Contract Documents.

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 the Contractor the lump sum set forth below (the "Contract Amount") as established in the Contractor's bid form, attached hereto as Exhibit C in accordance with the terms of this Agreement and a Work Authorization for a project.

Lump Sum Bid Price (Exhibit C) $_____

Section 4. Bonds.

A. The CONTRACTOR shall provide Performance and Payment Bonds, in the form prescribed in Exhibits F. and G. of this Contract, in the amount of 100% of the cost of the project, 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 60 days from the date of execution ("Contract Time"). This Agreement may be extended for an additional 120 days upon mutual agreement of the County and the CONTRACTOR.

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 fully completed and ready for final acceptance by the County within 60 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 completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to 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 completion is achieved. The Project shall be deemed to be 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 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. 2012-03, including the Specifications and Addenda
C. Contractor's Bid, including all Attachments
D. General Terms and Conditions
E. Change Order or Modification Form
F. Form of Performance Bond
G. Form of Payment Bond
H. Form of Release and Affidavit

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:

_____

Address (including city, state and zip):

_____

_____

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

_____

Telephone and Fax numbers:

_____

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.

A. COUNTY may at any time by written Change Order agreed to by CONTRACTOR and signed by the parties, make changes to the general scope of this Agreement in the services to be performed in accordance with the Contract Documents. Exhibit E to this Contract provides the Change Order Form to be used in such circumstances.

B. No service shall be furnished by CONTRACTOR for which an additional cost or fee will be charged without prior written consent of COUNTY.

C. All modifications to this Agreement shall be in the form of supplemental agreements signed by the parties except as provided herein. County may modify the Agreement unilaterally for County administrative purposes that do not affect the rights or responsibilities of the parties.

Section 9. Successors and Assigns.

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

Section 10. Governing Law.

The Contract 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 Contract 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 Contract 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 Contract.

Section 13. Severability.

Should any provision of the Contract 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.

Section 14. Status.

CONTRACTOR at all times relevant to this Agreement shall be an independent contractor and in no event shall CONTRACTOR nor any employees or sub-contractors under it be considered employees of COUNTY.

Section 15. Venue.

Venue for all actions arising under this Agreement, and all work pertaining thereto, shall lie in Wakulla County, Florida.

Section 16. Prohibition on Liens.

CONTRACTOR is prohibited from claiming a lien on property owned by COUNTY. This prohibition shall apply to all subcontractors.

Section 17. Miscellaneous Provisions

Terms used in this Agreement which are defined in the General Terms and Conditions of the Contract shall have the meanings designated in those General Conditions.

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)

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

(SEAL)

By:_____
Chairman

Clerk: _____

Date:_____

_____
Approved as to Form and Content:

_____
County Attorney

EXHIBIT D
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 Work.

4. PAYMENT.

4.1. Upon completion of the Work, Contractor shall submit to County and the Project Manager an invoice for the Contract Amount, for review and approval by the County and Project Manager. Within ten (10) calendar days after receipt of the invoice, the Project Manager shall inspect the completed Work, and if completed satisfactorily, either

4.1.1 Indicate his acceptance of the Work and approval of the requested payment;

4.1.2 Indicate his acceptance of only a portion of the Work and approval of only a portion of the requested payment, stating in writing his reasons therefore, including corrective actions needed for acceptance of the Work; or

4.1.3 Return the invoice to the Contractor indicating, in writing, the reason for refusing to approve payment and accept the Work.

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

4.2. In addition to the invoice, Contractor shall also submit to County and Project Manager a Release and Affidavit, in the form attached as Exhibit H, showing that all materials, labor, equipment and other bills associated with the Work have been paid in full. The County shall not be required to make payment until and unless the affidavit is furnished by the Contractor.

4.3. 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.

5. PAYMENTS WITHHELD.

5.1. The Project Manager or the County may decline to approve any invoice, or portions thereof, because of subsequently discovered evidence or subsequent inspections that the Work was not completed in accordance with the Scope of Work and Specifications. The Project Manager or the County may nullify the whole or any part of any approval for payment previously issued, 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. SUBMITTALS AND SUBSTITUTIONS.

6.1. 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

7. DAILY REPORTS, AS-BUILTS AND MEETINGS.

7.1. 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:

7.1.1. 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;

7.1.2. Other conditions which adversely affect the Work;

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

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

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

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

7.1.7. Any unusual or special occurrences at the Project site;

7.1.8. Materials received at the Project site;

7.1.9. A list of all visitors to the Project site; and

7.1.10. 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.

7.2. 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 invoice for payment. Failure to provide current and accurate “As-Built” record drawings shall be reason for rejecting the invoice 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.

7.3. 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.

8. CONTRACT TIME AND TIME EXTENSIONS.

8.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its employees, subcontractors and material men, 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.

8.2. 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.

8.3. 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.

9. CHANGES IN THE WORK.

9.1. 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.

9.2. A Change Order, in the form attached as Exhibit E to the Contract, 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.

9.3. 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.

9.4. 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.

9.5. 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 Change Order or by other written order. Such changes shall be binding on the Contractor.

10. CLAIMS AND DISPUTES.

10.1. 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.

10.2. 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 9.4.

10.3. 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.

11. INDEMNIFICATION AND INSURANCE.

11.1. 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.

11.2. 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 ITB No. 2012-02. 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 polices required hereunder shall be provided to the County, on a timely basis, when requested by the County.

11.3. 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.

11.4. 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.

11.5. 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 the Contract Documents, unless such insurance requirements for the subcontractor is expressly waived in writing by the County.

11.6 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.

11.7. 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.

11.6. 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.

12. COMPLIANCE WITH LAWS.

12.1. 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.

13. CLEANUP AND PROTECTIONS.

13.1. 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 site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by the County.

13.2. 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.

14. ASSIGNMENT.

14.1. 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.

15. PERMITS, LICENSES AND TAXES.

15.1. 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.

15.2. 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.

16. TERMINATION FOR DEFAULT.

16.1. 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.

16.2. 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.

16.3. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any payment provided for herein 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.

16.4. 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.

16.5. 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 17 below.

17. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

17.1. 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, 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.

17.2. 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.

18. WARRANTY.

18.1. 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.

19. TESTS AND INSPECTIONS.

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

19.5. 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.

20. DEFECTIVE WORK.

20.1. 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.

20.2. 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 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 payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

20.3. 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.

21. SUPERVISION AND SUPERINTENDENTS.

21.1. 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.

22. PROTECTION OF WORK.

22.1. 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.

22.2. 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.

22.3. 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.

23. EMERGENCIES.

23.1. 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.

24. USE OF PREMISES.

24.1. 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.

25. SAFETY.

25.1. 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:

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

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

25.1.3. 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.

25.2. 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.

25.3. 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.

EXHIBIT E

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:_____ By:_____
Chair President

DESIGN PROFESSIONAL: By:_____ Consulting Engineer

EXHIBIT F
FORM OF 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 ITB 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) _____

(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. _____

EXHIBIT G
FORM OF 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:_____

EXHIBIT H

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 Invoice 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.:_____