

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Bid 19-900

Poe Springs Road Trail (LAP - FPN 433990-2-58-01)

June 5, 2019



**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

COUNTY MANAGER

Michele L. Lieberman

PUBLIC WORKS DIRECTOR

Ramon D. Gavarrete, P.E.

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SECTION A – ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for Bids until **2:00 P.M. on Wednesday, June 5, 2019**, for the purpose of selecting a contractor to furnish all labor, materials, equipment and apparatus for the construction of: **19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)**, in Alachua County, Florida. The project scope for Bid 19-900 consists of multi-use path construction and the incidental work associated with the path construction from US 27/41 to Poe Springs Park in accordance with the plans.

All work shall be done in accordance with the plans, specifications and special provisions. These contract documents may be obtained on the Demandstar website at www.demandstar.com. For assistance, please contact Demandstar customer service at 1-800-711-1712 and reference Alachua County.

Each Bid submittal must have a certified check, cashier's check, or **bid bond** payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County within ten (10) days after the opening of the Bids, will return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

Guaranty Bonds in the form of a **Performance and Payment Bond** in amounts equal to one hundred and ten percent (110%) of the Contract sum will be required of the successful bidder.

SPECIFICATION FOR:	Poe Springs Road Trail (LAP - FPN 433990-2-58-01)
BID NUMBER:	19-900
BID OPENING DATE:	2:00 PM, Wednesday, June 5, 2019
PLACE OF BID OPENING AND MAILING ADDRESS:	Alachua County Procurement Division, Third Floor County Administration Building 12 SE 1 st Street Gainesville, FL 32601

Submission of Bids - Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

ONE (1) ORIGINAL AND ONE (1) ELECTRONIC COPY of the bid in a sealed envelope, clearly marked "**Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)**", shall be delivered to the Alachua County Procurement Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, June 5, 2019**

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO INSURE DELIVERY OF THE BID TO THE PROCUREMENT OFFICE ON OR BEFORE THE DATE SPECIFIED.

No bidder may withdraw his bid for a period of one hundred and twenty (120) days after the date set for the opening of bids. The Board of County Commissioners, Alachua County, Florida, reserves the right to reject any and all bids, to waive informalities and to re-advertise.

Theodore White, Procurement Agent
Alachua County, Florida

Publish: May 1, 2019 and May 8, 2019

SECTION B – INSTRUCTIONS TO BIDDERS

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

**INVITATION TO BID
SPECIFICATION FOR:**

Poe Springs Road Trail (LAP - FPN 433990-2-58-01)

BID NUMBER:

19-900

BID OPENING DATE:

2:00 pm, Wednesday, June 5, 2019

**PLACE OF BID OPENING
AND MAILING ADDRESS:**

**Alachua County Procurement Division, Third Floor
County Administration Building
12 SE 1st Street
Gainesville, FL 32601**

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County is calling for and requesting the submission of bids for “**Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)**”.

The herein included **Section A** Advertisement for Bids, **Section B** Instructions to Bidders, **Section C** Bidders Check list, **Section D** General Conditions, **Section F** Special Conditions, **Section G** Insurance Forms, **Section H** Bid Forms, **Section I** Contract Administration Forms, and **Section J** Sample Agreement; together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

1.2 Submission of Bids

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to Alachua County.

ONE (1) ORIGINAL and one (1) electronic copy bid in a sealed envelope, clearly marked “Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)”, shall be delivered to the Alachua County Procurement Division, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, for receipt no later than 2:00 pm, Wednesday, June 5, 2019.

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER’S RESPONSIBILITY TO ENSURE DELIVERY OF THE BID TO THE PROCUREMENT OFFICE ON OR BEFORE THE DATE SPECIFIED.

1.3 Proprietary Information

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as “PUBLIC RECORDS EXEMPT” with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT J, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.4 **Preparation of Bid**

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The Bidder, if an individual, shall sign their name and show their address in the blank space provided therefore. If the Bid is made by a partnership or corporation, the names of the partnership or corporation, together with the names and addresses of the partners or officers, shall be shown, and the Bid acknowledged by one of the partners or officers, as required. The completed proposals shall be submitted as outlined in **Section A**, Advertisement for Bids. The Bidder shall follow all guidelines in Section H, Exhibit C, along with all required information involving DBE's (Disadvantaged Business Enterprises).

1.5 **Non-Warranty of Specifications**

Due care and diligence have been used in preparing these specifications, The County does not guarantee that the conditions described within the specifications are the conditions that will be found in the field when actual construction is commenced. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.6 **Interpretation of Plans and Specifications**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Procurement Division, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, Florida 32601-6983**; with reference to the appropriate bid number on the face of the envelope; **Or, email request to twhite@alachuacounty.us**. All requests for interpretation or corrections shall be received by the Procurement Agent no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; which, if issued, shall be mailed or delivered to each bidder receiving a set of documents. All addenda so issued shall become part of the bid documents.

1.7 **Acceptance/Rejection**

Alachua County reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the County reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.8 **Disadvantaged Business Enterprise Participation**

The Contractor shall comply with the Disadvantaged Business Enterprise Program found in Special Conditions under Section F and in Exhibit C, Section H.

1.9 **Proposed Subcontractors Requirements**

Contractors submitting bids under this solicitation are to identify, on the Proposed Subcontractors Form, the intended subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to firms, EXHIBIT B.

1.10 (reserved).

1.11 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of 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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.12 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, **Section H, Exhibit D**, secondly, the award shall be determined by means of random selection (e.g. coin toss or drawing of numbers)..

1.13 **Subcontractors**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, **Section H, Exhibit B**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.14 **Quality**

All materials shall be new. In no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

2.0 **LAWS, PERMITS AND REGULATIONS**

2.1 **Permit, Application, and License Fees**

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

2.2 **Compliance**

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

3.0 **DEFINITIONS**

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

AGREEMENT: The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.

BID: The offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BID PRICE: The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

BIDDER: Any person, firm or corporation submitting a Bid for the work contemplated, or a duly authorized representative.

BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to the Contractor, signed by the Board of County Commissioners, County Manager, or the Public Works Director as appropriate, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or the Contract Time, issued after execution of the Agreement.

CONTRACT: The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the County and the bidder.

CONTRACT PRICE: The total monies payable to the Contractor under the provisions of the Contract Documents.

CONTRACT DOCUMENTS: The Agreement, Specifications, Drawings, Addenda whether issued prior to the opening of bids or execution of the Contract and Modifications.

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.

COUNTY: Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.

COUNTY ENGINEER: The Alachua County Public Works Director, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

DIRECTOR: Alachua County Public Works Director, or his authorized representative, 5620 NW 120 Lane, Gainesville, Florida 32653, acting for the County.

DRAWINGS: The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.

FIELD CHANGE ORDER: A written order to the Contractor signed by the Board of County Commissioners, County Manager, or the Public Works Director for additional weather days or for modifications to the work only for changes in unit quantities and for pay factor adjustments.

PROJECT REPRESENTATIVE: The authorized representative of the Director who is assigned to the project or any parts thereof.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SHOP DRAWINGS: All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Any state or national standard or specification referenced in Section E of these Contract Documents is herein made a part of the project Specifications, when work performed is described therein.

SUBCONTRACTORS: Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

4.0 **EXAMINATION OF SITE**

Before submitting his proposal, it shall be the Bidder's responsibility to visit the site of the proposed Work and familiarize the Bidder with the nature and extent of the Work and any local conditions, either surface or subsurface, that may in any way affect the Work to be done and the equipment, materials and labor required. The Bidder shall also thoroughly examine the Specifications and Contract Documents, or other related documents, to inform the Bidder regarding any and all conditions and requirements that may in any manner affect the Work to be performed under this contract. Failure to do so will not relieve the Contractor of complete performance under this contract.

5.0 **INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities of Work to be done and materials to be furnished under this Contract, given in the bid form, shall be considered as approximate only and shall be used solely for the comparison of Bids received. The County does not guarantee that the quantities represented will be the actual quantities required for completion of the contract, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor shall be made only for the actual quantities of Work performed or materials furnished in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

6.0 **WITHDRAWAL OF BIDS**

Any Bidder may withdraw his Bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw his Bid for a period of one hundred and twenty (120) days after the date set for the receiving of bids.

7.0 **BID SECURITY**

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

If the successful Bidder, for any reason whatsoever, withdraws from competition after the opening of the Bids, or fails or refuses to execute the contract and Bond within ninety (90) days after the Bidder has received notice of acceptance of his Bid, the Bidder shall forfeit to the County their Bid security deposit as liquidated damages for such withdrawal, failure or refusal. In the aforementioned situation, the successful Bidder shall be responsible to the Board of County Commissioners for the additional cost of said project, if any.

8.0 **QUALIFICATIONS OF BIDDERS**

8.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidders may be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years. All bidders shall be certified by the Department of Transportation as qualified in accordance with Section 337.14(1), Florida Statutes and Rule 14-22, Florida Administrative Code in the major work class of sidewalk. Bidders shall submit LAP Certification of Current Capacity, Non-Collusion Declaration, Disclosure of Lobbying Activities and Suspension & Debarment Certification, Section H, Exhibits K thru O (FDOT Form exhibits, which may be downloaded on the FDOT Website). Any bid for the performance of any construction contract submitted by a contractor not certified by the Department of Transportation as qualified or if the LAP Certification of Current Capacity is not submitted, the bid shall be declared "IRREGULAR" and will be REJECTED.

8.2 **General**

Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.

8.3 **Bidder's Questionnaire**

The County reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. **Bidders are requested to complete and return, along with their bid, the Bidder's Questionnaire Section H, Exhibit E.**

8.4 **Performance**

The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

8.5 **Subcontractors**

The bidder shall submit with the Bid a list naming any Subcontractors which the Bidder proposes to employ. Such list shall be reviewed by the Director of Public Works prior to the award of Contract.

9.0 **DISQUALIFICATIONS OF BIDDERS**

Only the Bid from an individual, firm, partnership or corporation, under the same or different names, will be considered for the same Work. Should it be evident that any Bidder is interested in more than one Bid for the same Work, all Bids in which such Bidder is interested will be rejected.

Should there be reasonable ground for the County or Director to believe that a collusion or combination exists among Bidders, all Bids may be rejected and all participants in such combination or collusion may be barred from making future Bids for the same Work.

Only reliable Bidders, capable of performing the class of Work proposed, will be considered in awarding the contract. If the available evidence of competency of any Bidder is not satisfactory to the County, the Bid of such Bidder may be rejected.

10.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

10.1 **Consideration of Bid and Award**

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.

10.2 (reserved).

10.3 (reserved).

10.4 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder within thirty (30) days after the receiving of the bids by written notice to the successful bidder. Failure on the part of the successful Bidder to execute a contract and file an acceptable Performance and Payment Bond within thirty (30) days after the notice of acceptance shall be just cause of annulment of the award and the forfeiture of any Bid security. The County reserves the right to accept the Bid of the next lowest responsive and responsible Bidder or re-advertise for Bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though they were the original successful Bidder.

10.5 The County reserves the right to reject any or all bids and to waive informalities.

11.0 **ACCEPTANCE OF THE BID**

11.1 **Acceptance of Offer**

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the County.

11.2 It is the intent of the County to enter into a Contract in substantially the form attached to this bid document.

12.0 **CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES**

12.1 **Time for completion**

The contract time for **substantial completion is 100 working days** after issuance of a Notice Proceed. Contract time shall begin as specified in the Notice to Proceed. Contract time for **final completion is 45 calendar days** after substantial completion is met. See Section F Special Conditions for substantial completion definition.

12.2 **Calendar Day**

A calendar day is every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events described herein.

12.3 **Working Day**
A working day is any calendar day, exclusive of Saturdays, Sundays and County-recognized legal holidays, on which the temperature, the weather and the condition of the soil are such that it is possible for the Contractor to make effective use of at least fifty percent (50%) of the current working day; also Saturdays, Sundays and holidays, on which the Contractor actually makes effective use of at least fifty percent (50%) of the current working day.

12.4 **Weather Day**
A scheduled working day on which the temperature, the weather and/or the conditions of the soil do not make it possible for the Contractor to make effective use of at least fifty percent (50%) of the day. Temperature, weather and soil conditions that apply are as outlined in Section F, Special Conditions.

12.5 **Holidays**
See Section F, Special Conditions.

12.6 **Liquidated Damages**
If the Contractor fails or refuses to prosecute the Work with such diligence as will insure its completion within the time stated in his Proposal or any extension thereof, or fails to complete Work within such time, for each calendar day that Work shall remain incomplete after the specified or adjusted **substantial or final completion time, \$1,665.00** per day shall be deducted from the monies due the Contractor. If no monies are due the Contractor, his Surety shall be held liable for such amount. The Work shall begin no later than the time stated in the Notice to Proceed and be completed within the number of days stated in the accepted Bid.

12.7 **Project Schedule**
Timeliness is of the essence for this project. The expected timeline for this project is as follows:

Bid Award: July 2019

Contract Approval: August 2019

Pre-construction Conference and Notice-to-Proceed: Two weeks after the award of the contract

Substantial Completion: January 2020

Final Completion: February 2020

The actual dates may vary; however, the contractor should expect that a pre-construction conference will be held approximately two weeks after the award of the contract and that a notice-to-proceed shall be issued at that time

13.0 **PLANS FOR CONSTRUCTION**

13.1 The successful Bidder will be furnished three (3) sets of construction plans and Specifications, exclusive of any referenced state or national standards or specifications, without charge.

14.0 **PERFORMANCE**

14.1 **Performance Time**
All material and parts shall be bid F.O.B. (Free On Board) destination, at the job site. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

15.0 **COLLUSION**

15.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

15.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly, shall not have any financial or other personal interest in this contract.

16.0 **ADDENDA**

16.1 Addenda issued by the County prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

SECTION C – BIDDERS CHECKLIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation must be included in your BID submission. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies.
- ☐ MANDATORY, all of the following EXHIBITS must be SUBMITTED:
EXHIBIT A – BID FORM
EXHIBIT B – PROPOSED SUBCONTRACTOR FORM
EXHIBIT K – LAP CERTIFICATION OF CURRENT CAPACITY
EXHIBIT L – NON-COLLISION DECLARATION
EXHIBIT M – DISCLOSURE OF LOBBYING ACTIVITIES FED AID
EXHIBIT N – DISCLOSURE OF LOBBYING CERTIFICATION
EXHIBIT O – SUSPENSION AND DEBARMENT CERTIFICATION
- ☐ Include any insurance requirements.
- ☐ Include any payment, performance and/or bid bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline.
LATE BIDS WILL NOT BE CONSIDERED.
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.
- ☐ REMINDER: Parking around the County Administration Building, located @ 12 SE 1st Street, can be challenging. Please be aware that it can be difficult at times to find a place to park. As stated above LATE BIDS WILL NOT BE CONSIDERED.
- ☐ It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. LATE BIDS WILL NOT BE CONSIDERED.

If you have questions concerning these items or other sections of the bid solicitation please contact the Procurement Division for clarification prior to submitting your bid.

SECTION D – GENERAL CONDITIONS

1.0 STARTING THE WORK

1.1 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 Pre-Construction Conference

Before starting Work, a conference will be held to review the above schedules and Submittal package (See 1.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 Notice to Proceed

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 Commencement of Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include: Exhibit V, Surveyor's license confirmation, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan and Quality Control Plan to be approved by the County prior to any construction activities along with any other requirements as outlined in this document.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 WORK BY OTHERS

4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

- 4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Section D**, Paragraphs 15-17.

5.0 RESPONSIBLE AGENT

- 5.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **Section H, Exhibit F**.
- 5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 ACCIDENT PREVENTION

- 6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 SUBCONTRACTS

- 7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.
- 7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Price shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.

- 7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

- 8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.
- 9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Section D**, Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Section D**, Paragraph 13.2, whether or not the Work is fabricated, installed or completed.
- 9.4 Neither the County Engineer's authority to act under this **Section D**, Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 **COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS**

- 10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Section D**, Paragraph 16.
- 10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 **TESTS AND INSPECTIONS**

- 11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Section D**, Paragraph 19.
- 11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return the form provided in **Section I Exhibit V**. He will at all times maintain good discipline and order among his employees at the site.
- 12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.

- 12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 **ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Section D**, Paragraph 16 and 17.

14.0 **MODIFICATIONS**

- 14.1 This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 14.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 **CHANGES IN THE WORK**

- 15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Section D**, Paragraphs 15-17.
- 15.2 The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Section D**, Paragraph 16.
- 15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT PRICE**

- 16.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

- 16.2 The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
- 16.2.1 The county manager may approve change orders and field change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or \$500,000.00, whichever is less. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.2 The administrative services director or public works director may approve change orders of up to \$100,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, provided that the cumulative total of these change orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.3 The county manager, administrative services director or public works director may approve all change orders and field change orders that do not increase the cost to the county
- 16.2.4 The public works director may approve field change orders, provided that the cumulative total of all change orders and field change orders does not exceed ten percent of the original contract price or \$500,000, whichever is less.
- 16.2.5 Only the board may approve a change order and field change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.
- 16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.
- 16.4 The value of any Work covered by a Change Order, for any claim for an increase in the Contract Price, shall be determined in one of the following ways:
- 16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 16.4.2 Mutual acceptance of a lump sum or unit price.
- 16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.
- 16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:
- 16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and
- 16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 16.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data
- 16.4.5 Pay factor adjustments will be adjusted in accordance with details outlined in Section F, Special Conditions.
- 16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost, will be in the amount of the actual net decrease as determined in **Section D**, Paragraph 16.4 and processed by Change Order or Field Change Order.

17.0 **CHANGE OF THE CONTRACT TIME**

- 17.1 The Contract Time may be changed by a Change Order. Contract Time may be changed for Weather Days only in a Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager, Administrative Services Director or Public Works Director may approve any other extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Section D**, Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- 17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Section D**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 **NEGLECTED WORK**

- 18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3 (reserved).
- 19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Section D**, Paragraph 33 shall prevail.

20.0 APPLICATIONS FOR PROGRESS PAYMENTS

- 20.1 The contractor shall submit a monthly estimate in accordance with Section F, Special Conditions. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.
- 20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution. The contractor shall certify compliance with equal employment opportunity provisions and certify disbursements of previous periodic payment to subcontractors with each application on the forms provided.
- 20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.
- 20.4 With each monthly estimate 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion as defined by completing 50% of the contract price; at such point the contractor may request the retainage to be reduced to 5%.

21.0 APPROVAL OF PAYMENTS

- 21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Section D**, Paragraph 21.3, have been fulfilled.
- 21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:
- 21.3.1 The Work is defective.
- 21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
- 21.3.3 The Contract Price has been reduced.
- 21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Section D**, Paragraph 18, or
- 21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Section D**, Paragraph 28.

22.0 **FINAL PAYMENT**

- 22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing the form provided. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The County Engineer will execute a Certificate of Completion and recommend final payment.
- 22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.
- 22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **Section D**, Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 **WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**

- 23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 23.2 The making and acceptance of final payment shall constitute:
- 23.2.1 A waiver of all claims by the County against the Contractor, other than those arising from unsettled Liens, from faulty or defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- 23.2.2 A waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 **INDEMNIFICATION**

- 24.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.

- 24.2 The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.
- 24.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

25.0 DEFAULT AND TERMINATION

- 25.1 The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.
- 25.2 The defaulting party shall be given seven (7) days in which to cure the default. The County Engineer is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 25.3 The County may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department County Engineer is authorized to provide written notice of termination on behalf of the County.
- 25.4 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.
- 25.5 In the event funds to finance this contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The County shall be the final authority as to the availability of funds.

26.0 SUCCESSORS AND ASSIGNS

- 26.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 CONTRACT BONDS

- 27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least 110% of the Contract Price and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

- 28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Price directly attributable to any suspension provided he makes a claim therefore as provided in **Section D**, Paragraphs 16 and 17.

30.0 **COUNTY'S RIGHT TO TERMINATE**

- 30.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 30.2 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.
- 30.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

31.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

- 31.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

32.0 **WORKPLACE VIOLENCE**

32.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

32.1.1 Battery: intentional offensive touching or application of force or violence to another.

32.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

33.0 **MISCELLANEOUS**

33.1 **Written Notice**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

33.2 **Duties And Obligations**

Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Section D**, Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

33.3 **Governing Law**

The Contract Document shall be governed by the law of the State of Florida.

33.4 **Pollution Abatement**

The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

33.5 **Injury Or Damage To People Or Property**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

33.6 **Health Considerations**

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

33.7 **Assignment Of Interest** –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

33.8

Books And Project Records

- 33.8.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 33.8.2 In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor's possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 33.8.3 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 33.8.4 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.
- 33.8.5 In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.
- 33.8.6 If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.

33.9

Non-Waiver – The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

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SECTION E – N/A

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SECTION F – SPECIAL CONDITIONS

F-01 GENERAL

All work shall be performed in accordance with the design plans and the January 2018 FDOT Standard Specifications for Road and Bridge Construction, except as provided for in these "Special Conditions" or the "Modifications to the FDOT Standard Specifications for Road and Bridge Construction". Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

F-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the: Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition, the Florida Greenbook, 2016 edition and the Americans with Disabilities Act Guidelines, except when otherwise indicated hereinafter and the drawings reference Index Sheets and Standards which are the FDOT Standard Plans for Road and Bridge Construction - FY 2018-19.

References to Article Numbers, hereinafter, apply to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 edition.

F-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition, and the current edition of Supplemental Specifications thereto, except as modified and supplemented in the Specifications Package for 433990-2-58-01 which is contained in **Attachment "A"** to this bid package. Attachment "A" is hereby incorporated in its entirety to these Contract Documents.

F-04 DISCREPANCIES

In cases of discrepancy in this bid advertisement, the governing order of the documents is as follows:

1. Bid addendums.
2. Attachment "A" – Pages 34 thru 63.
3. Section F of this document, excluding Attachment "A"
4. Section D of this document.
5. Section C of this document
6. Section B of this document
7. Attachment "A" – Pages 2 thru 33
8. FDOT Standard Specifications

F-05 LAYING OUT THE WORK

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed under the supervision of a Land Surveyor, who is registered in the State of Florida and noted as such (**see Surveyor's License Confirmation Form Exhibit V**). The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion. All required survey shall be incidental to the work

F-06 PRECONSTRUCTION CONFERENCE

At the preconstruction conference, the Contractor shall present his proposed schedules for construction of the project. The Contractor shall also present any special traffic control plans, which may be required, and any special erosion control plans which may be required by design plans, specifications, or applicable permits.

F-07 CONCRETE & ASPHALTIC CONCRETE MIX DESIGNS

Mix designs shall be the responsibility of the Contractor. Mix designs shall be currently approved by FDOT.

F-08 EASTERN INDIGO SNAKES

Contractor shall be responsible for implementation of protective measures in accordance with US Fish and Wildlife Service Standards which are available at:

http://www.fws.gov/northflorida/IndigoSnakes/20130812_Eastern_indigo_snake_Standard_Protection_Measures.htm.

Work required for this section shall be paid as incidental to the pay items bids.

SECTION G - INSURANCE

1.0 TYPE A INSURANCE REQUIRED

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

2.0 COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

3.0 AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

4.0 WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

5.0 BUILDER'S RISK / INSTALLATION FLOATERS

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

6.0 EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

7.0 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

7.1 Commercial General Liability and Automobile Liability Coverages

7.1.1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

7.1.2 The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

7.2 All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:**Alachua County Board of County Commissioners****MAIL, EMAIL or FAX CERTIFICATES****The Certificate of Insurance must contain the following:**

Department: **Public Works, Engineering**
Department Phone: **325.374.5245**
Department Contact: **Brian Singleton**
Contact Email: **bsingleton@alachuacounty.us**
Bid: **19-900 Poe Springs Road Trail (LAP - FPN 433990-2-58-01)**

SECTION H – BID FORMS

EXHIBIT A

BID FORM

Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)

Date: _____

Board of County Commissioners
Alachua County, Florida
Gainesville, Florida

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the plans and Specifications for the Work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Alachua County, Florida, through the Board of County Commissioners, Gainesville, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for:

Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01),

to furnish the prescribed Performance and Payment Bond for not less than one hundred ten percent (110%) of the bid price; and to furnish the required evidence of the specified insurance.

The undersigned further agrees that in case of failure on his part to execute said contract within thirty (30) consecutive calendar days after written notice being given of award of contract, the certified or cashier's check or bid bond accompanying this bid, and money payable thereon, shall be paid into funds of the Alachua County Board of County Commissioners, Gainesville, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees to commence work as set forth in the Notice to Proceed and to reach substantial completion within **100** working days from the date on which work commences and final completion within **45** calendar days thereafter. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the County **\$1,665.00** per calendar day as liquidated damages for substantial completion and final completion.

Attached is a list of similar projects and a list of Subcontractors as covered in the Instructions to Bidders.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as "Bid Schedule". The Bidder understands that the quantities shown on the "Bid Schedule" are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

In addition the contractor certifies the following statements:

Non-Collusion Provision

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

Lobbying Certification

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

- (a) 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 either directly or indirectly an officer or employee of any state or federal 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.
- (b) 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-L "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, US Code. Any persons 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 failure.

Certification of Nonsegregated Facilities - 41 CFR Part 60-1.8

Notice to Prospective Federally Assisted Construction Contractors

- 1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
- 2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

- 1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
- 2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause. NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Certification of Non-segregated Facilities

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Suspension and Debarment

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation.

Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)

BIDDER

Attest:

BY:

Title

Title

Address

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): _____, _____, _____, _____, _____, _____
_____, Bidder shall insert Number of each Addendum received and agrees that all addenda issues are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

BIDDER

Attest:

BY:

Title

Title

BID SCHEDULE

Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)

ITEM NO.	FDOT PAY ITEM #	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	101-1	Mobilization	1	LS		
2	102-1	Maintenance of Traffic	1	LS		
3	104-10-3	Sediment Barrier	17,700	LF		
4	110-1-1	Clearing & Grubbing	2.0	AC		
5	110-7-1	Mailboxes	27	EA		
6	120-2-2	Borrow Excavation, Truck Measure	257	CY		
7	120-1	Regular Excavation	1741	CY		
8	160-4	12" Type B Stabilization	2670	SY		
9	285-704	Optional Base Group 1	19900	SY		
10	285-711	Optional Base Group 11	135	SY		
11	286-1	Turnout Construction	775	SY		
12	334-1-12	Superpave Asphalt Concrete, Traffic B	1730	TN		
13	400-1-11	Concrete Class I, Retaining Walls	202	CY		
14	425-152-1	Inlets, DT BOT, Type C, <10'	4.0	EA		
15	430-174-218	Pipe Culv, ERCP, 18" SD (12"x18")	646	LF		
16	430-982-625	Mitered End Sec, ERCP, 18" S/CD (12"x18")	36	EA		
17	515-231-1	Pedestrian/Bicycle Railing, Aluminum, 42" Type 1	650	LF		
18	522-1	Concrete Sidewalk & Driveways, 4" thick	640	SY		

ITEM NO.	FDOT PAY ITEM #	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
19	522-2	Concrete Sidewalk & Driveways, 6" thick	140	SY		
20	527-2	Detectable Warnings	384	SF		
21	570-1-1	Performance Turf	24580	SY		
22	570-1-2	Performance Turf, Sod	7773	SY		
23	1644-800	Fire Hydrant, Relocate (Includes Hot Tap Valves)	2	EA		
24	700-1-11	Single Post Sign, F&I Ground Mount, (Up to 12 SF)	10	AS		
25	700-3-50	Single Post Sign, Relocate (Up to 12 SF)	11	EA		
26	710-10-90	Painted Pavement Markings, Final Surface	1	LS		
27	711-11-124	Thermoplastic, Standard, White, Solid, 12"	742	LF		
28	711-11-125	Thermoplastic, Standard, White, Solid, 24"	860	LF		
29	1644-700	Fire Hydrant, Relocate	2	EA		
TOTAL BID AMOUNT						

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

List of Unit Abbreviations:

SY Square Yards	GL Gallons	SD Side Drain
LS Lump Sum	MG Thousand Gallons	ED Each Day
CY Cubic Yards	GM Gross Miles	CD Cross Drain
EA Each	LF Linear Feet	AS Assembly
TN Tons	NM Net Miles	RCP Reinforced Concrete Pipe
HR Hour	PI Per Intersection	AC Acre

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

PROPOSED SUBCONTRACTORS FORM

Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)

I certify that our Company, listed below, will perform 100% of the work under this contract and will not be utilizing any subcontractors.

Name of Company	Address	Phone Number
Signature	Title	Date

The undersigned representative of the Bidder states that the Bidder has contacted the subcontractors listed below. The subcontractors have agreed to perform the work for **the total dollar value and percentage of the bid/contract** set forth below. The undersigned representative of the Bidder states that at least 40% of the contract will be performed by the Bidder.

Signature	Title	Date
-----------	-------	------

Name of Contractor		Name of Contractor
Address		Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)		Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor		Name of Contractor
Address		Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)		Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor		Name of Contractor
Address		Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)		Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)

ANTICIPATED DBE PARTICIPATION STATEMENT AND BID OPPORTUNITY LISTSTATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 1 of 2**DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/17
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Procurement Code hereby certifies that

Name of Business

does:

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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace 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.

Bidder's Signature

Date

BIDDER'S QUESTIONNAIRE

Bidder's Name: _____

Bidder's Address: _____ Phone: _____

Number of years in this type of service? _____ Number of years licensed in Alachua County: _____

Number of employees "ON THE JOB" each week: _____ Number of employees "ON CALL" each week: _____

Are you FDOT Prequalified for this work? Yes _____ No _____ If so, MyFlorida MarketPlace Number: _____

Will you subcontract any part of this work: Yes _____ No _____ If so, give details: _____

List all major equipment which will be available upon commencement of the agreement to perform the required service:

Do you currently hold any municipality contracts: Yes _____ No _____ If so, please indicate below:

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: _____ Phone: _____
 Contact Person: _____

2) Firm: _____ Phone: _____
 Contact Person: _____

3) Firm: _____ Phone: _____
 Contact Person: _____

Are your employees screened by: (indicate)

1) Polygraph _____

2) General Interview _____

3) Background Investigation _____

4) Police Record Check _____

5) Additional _____

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes _____ No _____. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: _____

Describe in the spaces provided, your firm's operational plan for providing the services under this agreement:

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: _____ AUTHORIZED SIGNATURE: _____

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

ALTERNATE RESPONSIBLE AGENT: _____

ADDRESS _____

PHONE NO. _____

FAX NO. _____

EMAIL ADDRESS: _____

SIGNED: _____ DATE: _____

FORM OF BID BOND**STATE OF FLORIDA****COUNTY OF ALACHUA**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called Bidder), and _____ as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Oblige hereinafter called COUNTY, in the amount of _____ Dollars (\$ _____), for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with the construction of: **Bid 19-900: Poe Springs Road Trail (LAP - FPN 433990-2-58-01)**, including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

THE CONDITION OF THIS BOND IS, if:

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred ten percent (110%) of the base bid, satisfactory to the COUNTY (if required in the detailed specifications), then

THIS BOND IS VOID; OTHERWISE, IT REMAINS IN FULL FORCE AND EFFECT, AND

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Bidder.

Signed and sealed this _____ day of _____, 20__.

WITNESSES:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

(Agent and Attorney-in-Fact)

By

(Street)

Address _____

(City/State/Zip Code)

Telephone No. _____

FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that 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.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
_____, as _____ of

_____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorneys fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; 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 AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein.

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 any way 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 instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 2019.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by
_____, as _____ of
_____, a _____ corporation, on behalf of the corporation. He/she is
personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(1), F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(execute either section I. or II., but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature

Date

---OR---

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

July 26, 2006

LAP CERTIFICATION OF CURRENT CAPACITYSTATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY525-010-48
PROGRAM MANAGEMENT
12/09
Page 1 of 2CONFIDENTIALFor bids to be received on _____
(Letting Date)

Fill in your FDOT Vendor Number

VF _____

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2) \$ _____

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

NAME OF FIRMSworn to and subscribed this _____ day
of _____, 20 _____By: _____

Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5		6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS		\$0.00	\$0.00
TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)						\$0.00

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: _____ (Seal)

BY: _____
NAME AND TITLE PRINTED

WITNESS: _____

BY: _____
SIGNATURE

WITNESS: _____

Executed on this _____ day of _____, _____

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT
MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE**

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 –

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS375-030-33
PROCUREMENT
10/01**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) 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 federal 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.

(2) 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 federal 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 of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

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.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIESSTATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES375-030-34
PROCUREMENT
02/18

Is this form applicable to your firm?

YES ☐ NO ☐If *no*, then please complete section 4
below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

SUSPENSION & DEBARMENT CERTIFICATION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY AND VOLUNTARY EXCLUSION-
 LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
 (Compliance with 2 CFR Parts 180 and 1200)

375-030-32
 PROCUREMENT
 11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SECTION I – CONTRACT ADMINISTRATION FORMS

NOTICE TO PROCEED

EXHIBIT P

CHANGE ORDER

EXHIBIT Q

PAYMENT APPLICATION

EXHIBIT R

CONTRACTOR'S FINAL AFFIDAVIT & RELEASE OF LIEN

EXHIBIT S

SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN

EXHIBIT T

CERTIFICATION OF COMPLETION

EXHIBIT U

SURVEYOR'S LICENSE CONFIRMATION

EXHIBIT V

NOTICE TO PROCEED

Date: _____

Vendor Name: _____

Contact Name: _____

Address: _____

Project: _____

Contract Price: _____

Account Code: _____

Dear (Contact Name)

On (Date), the Board of County Commissioners approved the contract for the subject project. You are herein authorized to proceed with construction of the project on or before (Date). Contract time shall be reckoned from the date you actually start, but no later than the date specified above. Notify this office at least 24 hours prior to beginning work.

Should you have any questions or concerns, please call (Public Works Project Manager) at (Phone Number).

Sincerely,

County Engineer

CC: file
Public Works Director
Inspections Superintendent
Road & Bridge Superintendent
Engineering & Operations Fiscal Assistant
Grants/Contract Administrator

CHANGE ORDER FORM

CHANGE ORDER NO:

CONTRACT NO:

PROJECT NO:

PROJECT NAME:

CONTRACTOR:

DATE:

Under our AGREEMENT dated _____, 2017.

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

For the Additive (Deductive) Sum of: (\$_____).

[Add or (Deduct)] From: (____) Contract Price
(____) Contingency Amount

Original Contract Price	\$ _____
Original Contingency Amount	\$ _____
Sum of Previous Changes to Contract Price	\$ _____
Sum of Previous Changes to Contingency Amount	\$ _____
This Change Order [Add or (Deduct)]	\$ _____
Revised Contingency Amount	\$ _____
Revised Contract Price	\$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Substantial Completion Time is now _____ (____) calendar days and the Substantial 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. This change Order is not valid until approved by the County.

EXECUTION OF CHANGE ORDER**CONTRACTOR**

By: _____

Title: _____

Attest: _____

Attest Title: _____

COUNTY - Alachua County, FL

By: _____

Title: _____

Attest: _____

Attest: _____

Date of Execution by County: _____

PAYMENT APPLICATION

Project No. _____ Project Name _____

Estimate No. _____ Contractor _____

Through _____
(Date) _____

TOTAL \$ _____

LESS 10% RETAINAGE _____

LESS PREVIOUS PAYMENTS _____

AMOUNT DUE \$ _____

Submitted for Payment:

Approved to as Quantities Placed & Accepted:

Contractor

Inspections Superintendent

Attest (Contractor)

Approved for Payment:

Project Manager

County Engineer

Account Code

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Project No. _____ **Project Name:** _____

BEFORE ME the undersigned authority personally appeared _____ who after being by me first duly sworn, deposes and says that:

1) He is _____ of _____
(Title of Officer) (Name of Company)

doing business in the State of Florida, hereinafter called Contractor.

2) Contractor pursuant to Contract dated _____, hereinafter referred to as Contract, with Alachua County, Florida, hereinafter referred to as County, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3) Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full except to the following:
Name: _____ Address: _____ Amount Due: _____

(Write in "NONE" if all persons and firms have been paid in full.)

4) The undersigned affiant for and in consideration of final payment to him in the amount of \$_____, and all other previous payments paid by County to Professional, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished on any other class of lien whatsoever, on any of the premises owned by County on which improvements have been completed in connection with the aforementioned Contract.

5) The affiant herein does hereby represent that he has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.

6) The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing County to make final disbursement and payment to the Contractor in the amount of \$_____.

7) This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to County under said applicable laws, affiant expressly agrees to indemnify and save County harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, sub-contractors, or materialmen who might claim that they have not been paid for services or material furnished by or through the Professional in connection with the work performed under the aforementioned Contract.

Contractor:

Attest: _____

By: _____

Title	Title
-------	-------

SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIENPARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by _____
 _____ (The Owner), to provide labor and/or materials as
 described in said contract in connection with the construction of the project described above, and
 _____ (The Subcontractor or Materialman) has been engaged by
 _____ (The CM or Contractor) to assist.

THE UNDERSIGNED lienor, in consideration of a final payment made in the amount of \$ _____, hereby waives and
 releases its lien and right to claim a lien for labor, services, or materials furnished to
 _____ (Owner) on the job of
 _____ to the following described property: _____

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes
 and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to
 date of this Waiver for application _____ dated _____, a copy of which is
 attached hereto.

DATE: _____

(Subcontractor or Materialman)STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____ (year), by (name of person) as (type of
 authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was
 executed).

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
 Type of Identification Produced

CERTIFICATION OF COMPLETION

Date: _____

Vendor Name: _____

Contact Name: _____

Address: _____

Project: _____

Contract Price: _____

Account Code: _____

Dear (Contact Name)

On (Date), a final inspection was held on the subject project. All construction was found to be constructed in accordance with the Contract Documents, and the project is herein accepted by Alachua County. Upon receipt of your Application for Final Payment, the Final Affidavit and Release of Lien and Subcontractor Release of Liens, this project shall be processed for final payment.

Should you have any questions or concerns, please call (Public Works Project Manager) at (Phone Number).

Sincerely,

County Engineer

CC: file
Public Works Director
Inspections Superintendent
Road & Bridge Superintendent
Engineering & Operations Fiscal Assistant
Grants/Contract Administrator

SURVEYOR'S LICENSE CONFIRMATION

DATE : _____

PROJECT # : _____

PROJECT NAME: _____

SURVEY COMPANY: _____

CONTACT NUMBER: _____

I hereby confirm and certify that I, _____, am currently licensed in the State of Florida as a Professional Surveyor and Mapper. I will be directing, coordinating and supervising the survey and layout work for the above referenced project per the Contract and Specifications for Bid # _____.

I understand that I am to maintain my certification throughout the duration of the Project and shall notify Public Works Department, (Project Manager) at (email) should status change during that period.

Signature

Name

Title

Florida License Number

(AFFIX SEAL HERE)

SECTION J
SAMPLE CAPITAL CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as “Contractor” doing business at _____ and ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” (collectively hereinafter County and contractor referred to as “Parties”):

WITNESSETH:

WHEREAS, the County issued Bid #_____ seeking the bids from Contractors to furnish all labor, materials, equipment and apparatus for the construction of: Project No. _____, in Alachua County, Florida, for the benefit of the Alachua County Public Works Department; and

WHEREAS, after evaluating and considering all timely responses to Bid #_____, the County identified the Contractor as the top ranked firm; and

WHEREAS, the County desires to employ the Contractor to provide the services described in Bid _____ and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in the contract documents and specifications for Bid # _____, Project _____ No: _____, “_____” and dated _____ (“PROJECT MANUAL”), hereinafter referred to as “Contract Documents and Specifications”, which shall include all incidental and necessary work thereto (the “Work”). The Contract Documents and Specifications are hereby incorporated by reference and made part of this Agreement as if fully set forth herein. Receipt of the Contract Documents and Specifications are herein acknowledged by the Contractor and made a part of this Agreement, the same as though they were set forth at length herein.

2 **CONTRACT PRICE.**

2.1 That the County hereby agrees to pay to the Contractor for the faithful performance of The Work in this Agreement, subject to additions and deductions, as provided in the Contract Documents and Specifications the sum of _____ DOLLARS (\$ _____ . _____) (hereinafter, the “Contract Price”).

2.2 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a cost of the Work, but excluding all items that are to be reimbursed under the Contract Price, the Parties have agreed to establish a contingency within an amount Not-To-Exceed _____ . (\$ _____) (hereinafter, the “Contingency”).

2.3 Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Construction Documents and Specifications. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first obtaining County’s express written authorization to proceed.

2.4 The Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractors Work compensated within the Contract Price and not chargeable against the Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Price. Construction Manager has no entitlement to any portion of any unused Contingency.

3 **ALACHUA COUNTY MINIMUM WAGE**

3.1 The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

3.2 Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).

3.3 The County may amend the applicable Minimum Wage on or before October 1st of each year.

3.4 The Contractor shall provide certification, the form of which is attached hereto as **Exhibit D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

3.5 The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

3.6 Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

3.7 The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor.

4 GENERAL CONDITIONS

- 4.1 That it is mutually agreed between the Parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.
- 4.2 That it is agreed by both Parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as _____ . Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.
- 4.3 Within 30 days of substantial completion of the Project as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within forty five (45) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within fourteen (14) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.
- 4.4 If the county fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County is not obligated to pay the retainage.
- 4.5 The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 4.6 Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.
- 4.7 General Terms and Conditions as found in the referenced Project Manual are attached hereto as **Exhibit "1"**. Special Condition as found in the referenced Project Manual are attached hereto as **Exhibit "5"**.

5 **CONTRACT TIME AND DAMAGES**

- 5.1 It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set for within the issuance of a Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is _____ Working Days, as defined in Contract Documents and Specifications. Contract Time for Final Completion is 45 calendar days after Substantial Completion is met.
- 5.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of _____ (\$ _____) per day for each and every calendar day after the date fixed for Substantial Completion for the project..
- 5.3 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Final Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of _____ (\$ _____) per day for each and every calendar day after the date fixed for Final Completion for the project.

6 **PERFORMANCE AND PAYMENT BONDS**

- 6.1 Within ten (10) business days after signature of this Contract by the Parties, Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed in **Exhibit “2”**, in the amount of 110% of the total sum of the Contract Price, the costs of which are to be paid by the Contractor.
- 6.2 If the surety for any bond furnished by the 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 minimum requirements noted above and County’s approval.
- 6.3 In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County’s obligation to make any progress payments to the Contractor hereunder.

- 7 **NOTICES** - Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County:

Department
Address
City/State/Zip
Attn:

Contractor

Company Name
Address
City/State/Zip
Attn:

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting

and

Purchasing Division
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601
Attn: Contracts

8. **RELEASE OF LIEN.** It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as **Exhibit "6"**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Project, have been paid in full and Contractor shall include executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit "7"**, from all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the project or the payment in question.

9. INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS

9.1 Receipt of the Contract Documents and Specifications entitled the "PROJECT MANUAL" are herein acknowledged and made a part of the Agreement the same as though they were set forth at length herein. The general conditions are incorporated herein.

9.2 In cases of discrepancy, the governing order of the documents is as follows:

9.2.1 Amendments and Change orders

9.2.2 Contract

9.2.3 Special Provisions

9.2.4 Technical Special Provisions

9.2.5 Plans

9.2.6 Developmental Specifications

9.2.7 Supplemental Specifications

9.2.8 Standard Specifications

10. INDEMNIFICATION

10.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

10.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

10.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

10.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

10.1 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11 PROJECT RECORDS

11.1 General Provisions:

11.5.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.1 In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.2 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2 Confidential Information

10.2.1 During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

10.2.2 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

10.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4 Compliance:

10.4.1 If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with this Agreement.

10.4.2 A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE

- 11 **INSURANCE** Throughout the term of this project, the Contractor shall provide insurance of the types and in the amounts set forth in **Exhibit “3”**. The Contractor shall also require any subcontractors to provide insurance as set forth in **Exhibit “3”**. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit “3-A-”**
- 12 **SEVERABILITY** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 13 **AMENDMENT** This Agreement may be amended by mutual written agreement of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.
- 14 **INDEPENDENT CONTRACTOR** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.
- 15 **CHOICE OF LAW** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.
- 16 **COMPLETE AGREEMENT** This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 17 **NON WAIVER** The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.
- 18 **SUCCESSORS AND ASSIGNS** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.
- 19 **NO THIRD PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners
Date: _____

**IF CONTRACT IS LESS THAN \$50,000 CAN BE
SIGNED BY COUNTY MANAGER**

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 1: GENERAL TERMS AND CONDITIONS

34.0 STARTING THE WORK

1.1 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 Pre-Construction Conference

Before starting Work, a conference will be held to review the above schedules and Submittal package (See 1.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the Parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 Notice to Proceed

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 Commencement of Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include: Exhibit R, Surveyor's license confirmation, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan and Quality Control Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 **WORK BY OTHERS**

- 4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are Parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **EXHIBIT 1**, Paragraphs 15-17.

5.0 **RESPONSIBLE AGENT**

- 5.1 The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 5.3 A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

6.0 **ACCIDENT PREVENTION**

- 6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 6.2 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

7.0 **SUBCONTRACTS**

- 7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.

- 7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Price shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.
- 7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

- 8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

- 9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **EXHIBIT 1**, Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **EXHIBIT 1**, Paragraph 13.2, whether or not the Work is fabricated, installed or completed.
- 9.4 Neither the County Engineer's authority to act under this **EXHIBIT 1**, Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS

- 10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **EXHIBIT 1**, Paragraph 16.
- 10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 TESTS AND INSPECTIONS

- 11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **EXHIBIT 1**, Paragraph 19.
- 11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE

- 12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

- 12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a certification on a acceptable to the County. He will at all times maintain good discipline and order among his employees at the site.
- 12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 **ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **EXHIBIT 1**, Paragraph 16 and 17.

14.0 **MODIFICATIONS**

- 14.1 This Agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.
- 14.2 The County will not be bound under this Agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 **CHANGES IN THE WORK**

- 15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **EXHIBIT 1**, Paragraphs 15-17.
- 15.2 The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **EXHIBIT 1**, Paragraph 16.

- 15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT PRICE**

- 16.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.
- 16.2 The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
- 16.2.1 The County Manager may approve change orders and field change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or \$500,000.00, whichever is less. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.2 The Public Works Director may approve change orders of up to \$100,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, provided that the cumulative total of all changes orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.3 The county manager, administrative services director or public works director may approve all change orders and field change orders that do not increase the cost to the county.
- 16.2.4 The public works director may approve field change orders, provided that the cumulative total of all change orders and field change orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.5 Only the board may approve a change order or field change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.
- 16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.
- 16.4 The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in one of the following ways:
- 16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 16.4.2 Mutual acceptance of a lump sum or unit price.
- 16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.
- 16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 16.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Pay factor adjustments will be adjusted in accordance with details outlined in EXHIBIT 8, Special Conditions.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost will be in the amount of the actual net decrease as determined in **EXHIBIT 1**, Paragraph 16.4 and processed by Change Order or Field Change Order.

17.0 CHANGE OF THE CONTRACT TIME

17.1 The Contract Time may be changed by a Change Order. Contract Time may be changed for Weather Days only in a Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager, Administrative Services Director or Public Works Director may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **EXHIBIT 1**, Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **EXHIBIT 1**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 NEGLECTED WORK

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County

Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

- 19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **EXHIBIT 1**, Paragraph 33 shall prevail.

20.0 **APPLICATIONS FOR PROGRESS PAYMENTS**

- 20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.
- 20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 **APPROVAL OF PAYMENTS**

- 21.1 By approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2 The County Engineer may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:
- 21.2.1 The Work is defective.
- 21.2.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

21.2.3 The Contract Price has been reduced.

21.2.4 The County has been required to correct defective Work or complete the Work in accordance with **EXHIBIT 1**, Paragraph 18, or

21.2.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **EXHIBIT 1**, Paragraph 28.

22.0 **FINAL PAYMENT**

22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Payment Affidavit and Waiver of Right to Payment Bond from all from all persons defined in [§713.01](#), Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work, utilizing the forms provided. Nothing in this section waives the rights of the Contractor under § 255.05(11) Florida Statutes. The County Engineer will execute a Certificate of Completion and recommend final payment.

22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.

22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **EXHIBIT 1**, Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 **WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**

23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 **INDEMNIFICATION**

- 24.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement.
- 24.2 The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 24.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.
- 24.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or employee benefit acts.
- 24.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

25.0 **DEFAULT AND TERMINATION**

- 25.1 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the County to cure the default. The County Engineer is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 25.2 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The County Engineer is authorized to provide written notice of termination on behalf of the County. Upon receipt of such notice, the Contractor shall immediately cease all Work.
- 25.3 If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.
- 25.4 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 25.5 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

26.0 **SUCCESSORS AND ASSIGNS**

- 26.1 The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Contractor of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 **CONTRACT BONDS**

- 27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under this Agreement. These Bonds shall be in amounts at least 110% of the Contract Price and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

- 28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **EXHIBIT 1**, Paragraphs 16 and 17.

30.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

- 30.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

31.0 **WORKPLACE VIOLENCE**

31.1 Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

31.1.1 Battery: intentional offensive touching or application of force or violence to another.

31.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

32.0 **MISCELLANEOUS**

32.1 **Written Notice**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

32.2 **Duties And Obligations**

Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **EXHIBIT 1**, Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

32.3 **Governing Law**

The Contract Document shall be governed by the law of the State of Florida.

32.4 **Pollution Abatement**

The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

32.5 **Injury Or Damage To People Or Property**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

32.6 **Health Considerations**

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

32.7 **Assignment Of Interest** –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

- 32.8 **Books And Project Records** –
- 32.8.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 32.8.2 In accordance with §119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor’s possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 32.8.3 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor’s information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as “Confidential Information” or “CI.”
- 32.8.4 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.
- 32.8.5 In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.
- 32.8.6 If Contractor refuses to perform its duties under this section within fourteen (14) calendar days of notification by County that a demand has been made to disclose Contractor’s CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.
- 32.9 **Non Waiver** – The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

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EXHIBIT 2: FORM OF PERFORMANCE AND PAYMENT BOND

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that 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 §255.05(2), Florida Statutes. 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.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, _____ as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and

2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; 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 AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than County named herein. 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 any way 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 instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

EXHIBIT 3: INSURANCE REQUIREMENTS

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who’s employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

EXHIBIT 3-A: CERTIFICATE OF INSURANCE

EXHIBIT 4: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact _____

Project Description:

CONTRACTOR

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION

EXHIBIT 5: SPECIAL CONDITIONS

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA COUNTY
OF ____

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

(1) He or she is the (title) _____ of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Capital Construction Agreement ("Agreement") with the Alachua County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished furnish all labor, materials, equipment and apparatus for the construction of: Project No. _____ and _____ in Alachua County, Florida, as more particularly set forth in said Agreement.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Owner relating in any way to the performance of the Contract.

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

(7) Contractor agrees to indemnify, defend and save harmless the Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by the Agreement.

SIGNATURES ON THE FOLLOWING PAGE

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of _____,
a _____ corporation, on behalf of the corporation. He/she is personally
known to me or has produced a _____ (state) driver's license no. _____ as
identification.

My Commission Expires: _____

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

EXHIBIT 7: FORM OF FINAL PAYMENT BOND WAIVER

**WAIVER OF RIGHT AGAINST PAYMENT BOND
(FINAL PAYMENT)**

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR: _____

PROJECT: _____

The undersigned Claimant, for itself and its successors and assigns, and in consideration of final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished to _____. on the job of ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, for improvements to the following described Project: Project _____ in Alachua County, Florida Bid_____.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Claimant: _____

DATE: _____

By: _____
(Print Name)

Its:

(Print Title)

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____ (name of person) as _____ (type of authority, e.g.
officer, trustee, attorney in fact) for _____.

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced

EXHIBIT 8: Special Conditions