

**Baker County, Florida  
INVITATION FOR BIDS  
Baker County Historic Jail – Phase VI Repairs  
BID# 2018- 09**



**Issued By:**  
**BAKER COUNTY BOARD OF COUNTY COMMISSIONERS**  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613  
Website: <http://www.bakercountyfl.org>

**Date of Issue: April 26, 2018**  
**Non-Mandatory Pre-Bid Conference:**  
**May 10, 2018 at 10:00 AM**  
**Due Date/Time for Receipt of Bids:**  
**May 17, 2018 at 3:00 PM**

**Baker County, Florida  
INVITATION FOR BIDS  
Baker County Historic Jail – Phase VI Repairs  
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## INVITATION TO BID

Baker County Historic Jail – Phase VI Repairs  
BID# 2018-09

The Baker County Board of County Commissioners is seeking sealed bids from qualified General to provide labor, materials, supplies, services, etc to complete the Phase VI repairs to the Baker County Historic Jail as part of its long-term restoration project. The Scope of work includes electrical upgrades, doorways and railings. Estimated cost of project is \$45,000. The complete bid package is available on the County's website at [www.bakercountyfl.org/purchasing.php](http://www.bakercountyfl.org/purchasing.php)

Non- MANDATORY PRE-BID CONFERENCE will be held on May 10, 2018 at 10:00 AM local time at the Baker County Historic Jail located at 42 West McIver Ave, Macclenny Florida 32063. This project requires Performance and Payments Bonds to be provided.

Bids will be received until 3:00 p.m., May 17, 2018 in the Office of the County Manager, Baker County Board of Commissioners, 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063. **Bid MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Submit two (2) copies of your bid in a sealed envelope or similar package marked "**Baker County Historic Jail – Phase VI Repairs**" on the front of the envelope.

The deadline to submit questions is May 14, 2018, 2018, at 10:00 AM. Questions shall be submitted in writing to Kennie Downing, County Manager at [kennie.downing@bakercountyfl.org](mailto:kennie.downing@bakercountyfl.org). All answers will be issued in writing via addendum on the County's website.

Bids will be opened and respondents announced at 3:00 P.M. local time, or as soon thereafter as practical, on May 17, 2018, in the Baker County Administrative offices, 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063. The bid opening is open to the public.

Bid information may be obtained on-line at <http://www.bakercountyfl.org/purchasing.php>

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Baker County Board of County Commissioners  
55 N. 3<sup>rd</sup> St.  
Macclenny, FL 32063  
(904) 259-3613

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

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Kennie Downing  
County Manager

## SECTION 1 – BIDDER INSTRUCTIONS AND REQUIREMENTS

1. Submittal Location & Deadline. Bids must be submitted to the Baker County Administration Office at 55 N. 3<sup>rd</sup> Street, Macclenny FL 32063 by **3:00 PM on May 17, 2018**. Bids will be time stamped upon receipt. **Bids submitted by fax, e-mail, or telephone will not be accepted. Late bids shall not be accepted.**
2. Submittal Envelope. Bids shall be submitted in a sealed envelope or box clearly marked **“BID # 2018-09 Baker County Historic Jail - Phase VI Repairs”**. Bidder shall write its name on the outside of the envelope.
3. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
4. Rejection. The County reserves the right to reject any or all bids at any time and for any reason. Bids submitted after the deadline shall be rejected. Bids submitted in an unsealed or incorrectly marked envelope or box shall be rejected. Fax, e-mail, or telephone bids shall be rejected. Bids which are incomplete, unbalanced, conditional, obscure, or which contain terms or additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the at the sole discretion of the County.
5. Response Form. Bids shall be made only on the form included in this packet. Bid forms shall be signed by the owner or other authorized individual.
6. **ITEMS THAT MUST BE INCLUDED WITH BID:**
  - a. **Completed Bid Response Form**
  - b. **Evidence that the bidder is qualified to transact business in the State of Florida.**
  - c. **Current “ACORD” insurance certificate with at least \$1,000,000 in coverage per incident including worker’s comp certificate or a photocopy of state certificate of exemption from Worker’s Compensation.**
  - d. **Bidder references using forms under Bidder’s Qualification and References**
  - e. **Completed form “SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.”**
7. Number of Copies. Bids shall be submitted in the following formats
  - a. Two (2) paper copies of all required forms and documents, **and;**
  - b. One electronic copy of all required forms and documents. (PDF on a CD or Thumb Drive)

8. Completeness. The County may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
9. Review Documents. Bidders must review all specifications and Contract Documents related to this bid and project. Failure to review all specifications, forms, Contracts, addenda, or other documents shall not relieve a bidder from any obligations contained in this bid or a subsequent Contract with the County.
10. Familiarity with Project Area. Prior to submitting a bid, bidders shall become fully acquainted with the project areas. Please see “Scope of Work, Specifications and drawings” for more detail about the project. Submittal of a bid shall serve as bidder’s acknowledgement that they are fully familiar with the service area.
11. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in all required bid forms included in this packet. Bidder shall submit all documents listed in this Invitation for Bids. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid.
12. Certification. Submittal of a bid shall be deemed as certification that a bidder has fully considered all factors associated with this Invitation for Bids, including any addenda.
13. Project Owner. Baker County Board of County Commissioners owns this project. The County Manager or designee is the County’s authorized representative on this project.
14. Verification of Bidder’s Capability. The County will verify Bidder’s ability to complete the work specified in this bid. The County may, at its sole discretion, determine Bidder’s capacity to perform this contract based on, but not limited to, evaluation of the following:
  - a. Comparable prior project experience (particularly ones similar to this project size/scope).
  - b. Financial resources.
  - c. Licensure and certifications.
  - d. Equipment, machinery, and/or facilities.
  - e. Background & references.

Bidders deemed to be unqualified to perform the work may have their bid rejected.

15. Award. County personnel will evaluate the bids. Determination of the lowest responsive and responsible bid may be made on the basis of the base bid.

County staff will recommend the lowest responsive and responsible bid to the County Commission. The County Commission makes the final decision regarding award or rejection of bids.

The County may award a Contract based on bid responses received from bidders without further discussion of such bids with the selected bidder. Therefore, bids should be submitted based

on the most favorable terms available.

16. Protest Procedure. Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the County's recommendation and intent to make a competitive award of a contract may protest to the County Manager in accordance with the Baker County Purchasing Policies and Procedures Manual (11-15-16). See County's website for a full version of the Purchasing Policies and Procedures Manual at [www.bakercountyfl.org/purchasing.php](http://www.bakercountyfl.org/purchasing.php)
17. Waiver of Irregularities. The County may waive informalities or irregularities that in the County's opinion do not materially affect a bid.
18. Notice of Award. When the bid award is scheduled for Commission action, the County shall post a Notice of Intent to Award to the County's website. The County shall notify the selected bidder (if any) in writing following County Commission action on the staff recommendation.
19. Contract Execution. The selected bidder must sign and return the Contract, insurance certificates, and all other required documents within fourteen calendar days after the County sends the documents to the selected bidder. Once the County receives the signed Contract and all other required documents back from the selected bidder, then the County's authorized representative will sign the Contract.

Failure to sign and return the Contract and all other required documents within 14 days may result in the County barring the selected bidder from consideration on future projects;. The County may then select another bidder to perform the work or provide the goods/services specified in this bid.

20. Notice to Proceed. Following Contract signing by the County, the County will issue a formal "Notice to Proceed" in writing to the Contractor.

If the Contractor begins work before receiving the Notice to Proceed, then the County may stop work on the project, may require the work to be redone at the Contractor's expense and without additional compensation from the County, or both. The County also may revoke the project award and select another bidder to perform the work.

21. Revocation of Award. If the County discovers that the Contractor has misrepresented anything in their bid or that the Contractor – in the County's opinion – is no longer reasonably capable of performing the work as bid, then the County may revoke the award at any time **before** issuing the formal Notice to Proceed. The County will issue the revocation in writing.
22. Bid Interpretations. The County has the right to define and interpret bid terms, specifications, and conditions.
23. Changes or Modifications. The County may at any time make changes within the general scope of the contract in any of the following areas:

- a. Time of Performance (i.e., hours of the day, days of the week, etc.).
- b. Location of performance of the services.

**c. Quantities to be ordered.**

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed notice to proceed or purchase order issued by the County. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at the Contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

24. Conditions of Performance. Bidders are required to inform themselves fully of the conditions relating to performance of the work required, including but not restricted to labor and operating conditions under which the work will be or is now being performed; and the successful bidder must apply, so far as possible, such methods and means in carrying out the work that will not cause any interruption or interference with any other work, construction or operation the Owner has underway.
25. Indefinite Quantity. The quantities of goods and services specified herein are estimates only and are not purchased by the resulting contract. Delivery or performance shall be as authorized by purchase order or approved change orders in accordance with the terms of the resulting contract. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.
26. Contract Documents. After award of bid by the Baker County Board of Commissioners, The Bidder shall review and understand the Construction Contract between the Bidder and the County. If the Bidder requires any modifications or additional terms and conditions to the Contract, the Bidder shall detail the desired changes on a separate page clearly titled "Additional Terms/Modifications".
27. Payment and Performance Bond. A Payment and Performance Bond is required for the amount of the contract. Contractor shall be responsible for recording the payment and performance bond and before commencing the work, Contractor shall provide to the County a certified copy of the recorded bond. As required by 255.05, Florida Statutes, the County may not make any payments to the Contractor until the County receives the certified copy of the recorded bond.
28. Insurance and Bonds. Insurance and bonds specified in this bid document and the Contract shall conform to and shall be insured by companies meeting the criteria outlined below and within the contract document in Section 8 - Exhibits.
  - a. Insurance and bonds shall be countersigned by an agent licensed to do business in the State of Florida.
  - b. Surety must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
  - c. The surety shall have at least the following minimum rating as listed in Best's Financial Rating:
    - i. Financial Strength Rating of "A".

29. Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

Bidders must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."

Failure to do so may disqualify the bid.

30. Other Forms & Documents. Bidders are responsible for reviewing and understanding all plans, photos, specifications, forms or other documents associated with the project described in this bid. Submittal of a bid shall serve as bidder's acknowledgement that it has reviewed and understood all such documents.
31. Indemnification. The County cannot indemnify bidders.
32. All-Inclusive Cost. The bid shall include all expenses necessary to complete the project or provide the services described in this Invitation for Bids. If selected by the County, the Bidder must pay applicable sales tax on any goods or services it purchases. The County is exempt from paying federal and state taxes, including sales tax. The County's sales tax exemption is not assignable and cannot be applied toward items the Contractor purchases, regardless of whether Contractor transfers those items to the County.
33. Bid Preparation & Submittal Expenses. The County shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this bid.
34. Legal Requirements. Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being solicited in this bid. A bidder's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Submittal of a bid shall constitute the bidder's affirmation that they are familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding shall be considered on account of the bidder's ignorance thereof. If a bidder believes provisions in the bid documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Bidder shall promptly report those provisions in writing to the County.



35. Public Records. Bidders understand that Florida has a broad public records law, and that documents in the possession of the County can only be maintained confidential to the extent allowed under the Florida Public Records Act, Florida Statute 119.
36. Equal Opportunity. Baker County is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity Laws and the provisions of the Contract documents in this regard. The County also encourages and supports the utilization of Minority business Enterprises on this and all public bids.
37. Non Discrimination. The Contractor agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race, color, religion, sex, age or disability. (The contractor shall fully comply with the Americans with disabilities Act), the Fair Labor Standards Act and all other applicable laws and regulations. The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
38. Termination for Cause and Convenience. Performance for work under a contract/agreement/purchase order may be terminated by Baker County, in whole or in part, in writing, whenever the County determines that the awarded vendor has failed to meet the requirements of the contract/agreement/purchase order. Any contract/agreement/purchase order may be terminated for convenience by Baker County, in whole or in part, by written notification to the awarded vendor.
39. Safety And Health Regulations For Construction. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

**SECTION 2 – BID RESPONSE AND FORMS**

Pursuant to and in compliance with your Invitation to Bid, Instruction to Bidders, the fixed Price Construction Contract between Owner and Contractor, Special Conditions and other documents related thereto, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the work as specified herein. All work is to be performed in accordance with the Baker County Standards, complete and ready to use; as required by and in strict accordance with the contract documents, specifications, drawings and all addenda, if any issued prior to the date of this proposal at the price listed herein as follows:

**INVITATION FOR BIDS- BID PRICE SHEET**  
**Baker County Historic Jail – Phase VI Repairs**  
**BID# 2018- 09**

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

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

\_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail (if applicable): \_\_\_\_\_

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

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

<u>Baker County Historic Jail – Phase VI Repairs, per bid specifications and plans #2018-09</u>	Bid Price \$
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**THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:**

Bidder Name: \_\_\_\_\_

NOTE: BIDDER NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.

TIN#: \_\_\_\_\_ D-U-N-S® # (IF APPLICABLE) \_\_\_\_\_

\_\_\_\_\_  
(Street No. or P.O. Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

<b><u>EMERGENCY CONTACT</u></b>	
Emergency Contact Person:	_____
Telephone Number:	_____ Cell Phone Number: _____

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

Addendum No. \_\_\_\_\_, Date \_\_\_\_\_ Addendum No. \_\_\_\_\_, Date \_\_\_\_\_

## BIDDER'S QUALIFICATIONS AND REFERENCES

Bidder shall identify experience as the general contractor of record in the construction or modification of 3 similar projects completed during the previous 3 years in Florida. If firm is less than 3 years in existence, references could include similar projects performed by the principal(s) of the firm within the last 3 years.

<b>Reference #1</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
<b>Reference #2</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
<b>Reference #3</b>			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, or Contract No. \_\_\_\_\_  
for \_\_\_\_\_  
[print name of the public entity]

2. This sworn statement is submitted by \_\_\_\_\_  
[print individual's name and title]  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. Predecessor or successor of a person convicted of a public entity crime; or

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that applies.]

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first \_\_\_\_\_

\_\_\_\_\_ being sworn by me, affixed his/her signature in the space  
[Name]

provided above on this day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_

**PAYMENT AND PERFORMANCE BOND**

**Surety's Bond No.** \_\_\_\_\_

**BID 2018-09 Baker County Historic Jail – Phase VI  
Repairs**

Contractor (Principal):

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

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

Phone (        ) \_\_\_\_\_

Surety:

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

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

Phone (        ) \_\_\_\_\_

Owner:

County Manager  
Baker County Board of  
Commissioners  
55 N. 3<sup>rd</sup> Street  
Macclenny FL 32063  
(904) 259-3613

BY THIS BOND, We \_\_\_\_\_,  
as Principal and \_\_\_\_\_, a Corporation,  
as Surety, are bound to the Baker County Board of County Commissioners, a Florida Municipal  
Corporation, herein  
called Owner, in the sum of \$\_\_\_\_\_ for payment of which we bind



ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_

\_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses and damages, including, but not limited to, delay damages, and all expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Name of Principal

\_\_\_\_\_

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

Print name: \_\_\_\_\_

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

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_

Name of Surety

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

Attorney-in-fact\*

\*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

**SECTION 3 – SPECIFICATIONS AND PLANS are included on the following pages.**