

**CONTRACT DOCUMENTS
PROJECT SPECIFICATIONS**

**Baker County Transportation Facility
Bus Wash Building**

Bid Number: 2023-16

**Board of County Commissioners
Baker County, Florida**

Revised 8/28/2023

**PROJECT MANUAL
CONTAINING
FRONT END BIDDING DOCUMENTS
BIDDER'S PROPOSAL
AGREEMENT
AND SPECIFICATIONS**

FOR

**Baker County Transportation Facility
Bus Wash Building**

Prepared for:

**BOARD OF COUNTY COMMISSIONERS
Baker County, Florida**

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PROJECT SPECIFICATIONS

FRONT END BID DOCUMENTS

NOTICE TO BIDDERS – CONSTRUCTION

Notice is hereby given that sealed bids will be received until 2:00 P.M. on September 21, 2023, at Baker County Administration Office located at 55 North Third Street, Macclenny, FL 32063 for Bid No. 2023-16 Construction Baker County Bus Wash. Bids will be opened promptly after the 2:00 P.M. deadline. Bids received in the Administration office after the 2:00 P.M. deadline will not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The Scope of Work consists of a new facility to be constructed as the Baker County Bus Wash and includes, but is not limited to, the following major features included as the Base Bid, and more fully described by the contract document drawings and project manual:

1. One-story building consisting of a Bus Wash and storage area consisting of masonry block and steel structure.
2. Associated onsite site work including selective demolition, tree removal, earthwork, bus and automobile parking areas, paving, and sidewalks, perimeter screen walls, retaining walls, retention areas, and utilities.
3. Associated offsite site work including paving and utility connection work occurring in the right-of-way.
4. Landscaping and irrigation.

This project is being partially funded through the American Recovery and Reinvestment Act of 2009 (ARRA) and as such shall be subject to all Federal Requirements as provided in the Bid Documents. Disadvantaged Business Enterprise (DBE) participation is encouraged in the contracting of this work and reporting may be required by the successful bidder.

Bidder Qualifications

Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a Prime Contractor or Subcontractor, at least two (2) projects of the type of construction proposed for the project and must have been in business as a Contractor for at least three (3) years. The Prime Bidder must have a current Certified General Contractors license at the time the bid is submitted.” Bidders are required to complete and submit Attachment “E”– Qualifications Statement and Attachment “F”– License/Certification List as shown.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Architect.

All technical questions relative to this project must be submitted ***in writing*** to Sara Little email at sara.little@bakercountyfl.org no later than 5:00 p.m. September 14, 2023.

Additionally, bid documents are available from the DemandStar.com, Inc. and www.bakercountyfl.org Check the agency’s site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – www.demandstar.com.

Baker County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of Baker County. Baker County also reserves the right to award the base bids and any alternate bids in any combination that best suits the needs of the County.

This project is subject to the criteria and conditions of the American Recovery and Reinvestment Act of 2009. There will be federal reporting requirements, such as monthly reports on the number of jobs created and the number of jobs retained by the project for both the contractor and subcontractors, which the Contractor will have to satisfy. The exact nature and extent of the reporting requirements are unknown at this time. When the reporting requirements are known, the Contractor will be required to provide the information on a form provided by the Agency.

The Agency will withhold progress payments from the Contractor for failure to comply with the requirements of the American Recovery and Reinvestment Act of 2009 as outlined above. The Agency will withhold Project Acceptance and Final Payment from the Contractor for failure to comply with the requirements of the American Recovery and Reinvestment Act of 2009 as outlined above.

BOARD OF COUNTY COMMISSIONERS
OF BAKER COUNTY, FLORIDA

BY: _____
Sara Little, County Manager

SECTION 00100
INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of Baker County, Florida

PROJECT: BID NO.: 2023-16 Baker County Bus Wash

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Instructions to Bidders, the Official Total Bid Form with attachments, other sample Bidding Contract Forms, Public Construction Bond Format, and the Contract Documents, as further identified in the Agreement, including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Project Director prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Architect is an assignee of the Owner and is responsible for all field inspections (excluding code compliance) and assurance that the Contractor is conforming to the terms of the Contract. Code compliance is performed by the local building jurisdiction.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents.

A Bidder is one who submits a Bid as a prime contractor with the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that:

He has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith:

- A. He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed.
- B. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidders may obtain information from www.bakercountyfl.org or www.demandstar.com. Complete sets of Bidding Documents shall be used in preparing Bids. Baker County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner or Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Architect, to reach him at least twelve (12) days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Architect at least twelve (12) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require, shall be included.

The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Architect approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Bid Proposal Form.

FORM AND STYLE OF BIDS

Bids shall be submitted in TRIPLICATE on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bids must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to Sara Little, County Manager return address in top left hand corner and recite: "SEALED BID FOR THE CONSTRUCTION OF BAKER COUNTY BUS WASH.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of Baker County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

The bidder shall prepare and submit one (1) original and two (2) copies of the required Bid Bond.

Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.

The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix its corporate seal.

Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in Baker County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Project name, the Bidder's name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in a similar manner.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids received after the designated time will be returned unopened by the Purchasing Office.

Oral, telephonic, or telegraphic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder or be by telegram. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Baker County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department. Any Bid protests must be filed prior to expiration of the time period and followed up in writing with in five (5) calendar days.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

The Prime Bidder must be fully licensed to do business in the State of Florida and must have a current Certified General Contractors license at the time the bid is submitted. Bidders must have successfully constructed, as a prime contractor or subcontractor, at least two projects of the type construction proposed for this project, and must have been in business as a contractor for at least three years. All prime bidders are required to complete and submit Attachment "E" – Qualifications Statement AND Attachment "F" – License/Certification List as shown.

Bidders to whom award of a contract is under consideration shall submit to the Architect, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

LIST OF SUBCONTRACTORS - (Required 7 days after bid date, and only by the apparent low bidder)

Each Bidder shall submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors are required, so state there on.

Upon request by the Architect, the successful Bidder shall within seven (7) days thereafter, submit all

data required to establish to the satisfaction of the Architect and Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and Architect.

PUBLIC CONSTRUCTION BOND

Required Bonds: The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to the parties.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

Time of Delivery and Form of Bonds: The Public Construction Bond form will be forwarded to the Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded in the County Clerk's Recording Office, Baker County, Florida. After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond, and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the Baker County Standard Fixed Price Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

CONTRACT TIME - LIQUIDATED DAMAGES

The following will be made a part of the Contract:

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". Baker County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at it's option to consider the Contractor non-responsive and Contract with the next best Bidder.

"The work to be performed per under this Agreement shall be commenced within **ten (10) days** of the date of the Notice to Proceed, in writing. Construction of shall be substantially complete within two-hundred seventy (270) consecutive calendar days from the date of the Notice to Proceed. Final completion shall be fifteen (15)] consecutive calendar days after substantial completion".

Conditions under which Liquidated Damages are Imposed:

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$674.00
Over \$50,000 but less than \$250,000	\$544.00
\$250,000 or more but less than \$500,000	\$634.00
\$500,000 or more but less than \$2,500,000	\$1,288.00
\$2,500,000 but less than \$5,000,000	\$2,470.00
\$5,000,000 but less than \$10,000,000	\$3,730.00
\$10,000,000 but less than \$15,000,000	\$5,240.00
\$15,000,000 but less than \$20,000,000	\$6,078.00
\$20,000,000 and over	\$8,624.00
0.00027 of any amount over \$20 Million	

INSURANCE

Liability Insurance, Workmen’s Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Fixed Price Agreement Between Owner & Contractor). An original insurance certificate, naming the Baker County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing “Notice to Proceed.”

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposal.

FLORIDA TRENCH SAFETY ACT

Bidders shall complete Bid Form Attachment D, Certificate of Compliance with Florida Trench Safety Act, in accordance with the requirements of Chapter 553, Florida Statutes. If trenching is not required for this project, state so thereon. Contractor shall be responsible for compliance with all trenching shoring safety requirements.

END OF SECTION 00100

**BID NO.: 2023-16
OFFICIAL COUNTY BID FORM
BAKER COUNTY, FLORIDA
LUMP SUM BID PROPOSAL**

PROJECT: Baker County Bus Wash

TO: THE BOARD OF COUNTY COMMISSIONERS OF BAKER COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Company Name Address Telephone No.

Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bidding requirements, including the Advertisement, Instructions to Bidders, and Contract Documents, including the General Conditions, Supplementary Conditions, Specifications, and Drawings entitled Baker County Bus Wash , in Baker County, Florida, prepared by Baker County Construction Services Department, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following base bid and alternates quoted in this Bid Proposal summarized as follows:

BASE BID:

FOR: Construction of Baker County Bus Wash, per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE NO. 1 BID:

FOR: Alternate No. 1, Bus Wash Building and Equipment, per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE NO. 2 BID:

FOR: Alternate No. 2, Generator, per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

ALTERNATE NO. 3 BID:

FOR: Alternate No. 3, Fuel Tank Capacity Increase, per plans and specifications.

\$ _____
Total Lump Sum Price (Numerical)

_____/100 Dollars
(Amount written or typed in words)

Bidder will enter written (in words) and numerically by the Lump Sum Price in the space provided above. In the event of a conflict, the written Lump Sum Price shall be considered as the Bidder's correct bid.

Time of Substantial Completion to be two-hundred seventy (270) consecutive calendar days from receipt of Notice to Proceed from Owner.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.
Bid No.: 09-105

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within two-hundred seventy (270) consecutive calendar days after receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract and Public Construction Bond upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Company Name: (Seal)

By: _____
(Name typed or printed)

By: _____
(Name typed or printed)

Address: _____

Telephone No.: () Fax No.: () _____

Florida State Registration Number: _____

Federal I.D. Tax Number: _____

INDIVIDUAL

Name: _____ (Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____

Baker County Registration Number: _____

Federal I.D. Tax Number: _____

Attachments: "A" – Affidavit

"B" - List of Proposed Subcontractors

"C" - Certificate as to Corporate Principal

"D" - Certificate of Compliance with Florida Trench Safety Act

"E" - Federal Requirements

"F" – License/Certification List

"G" – Lobbying Certification

"H" – Government-Wide Debarment and Suspension (Nonprocurement) Certification

Attachments "A", "C", "D", "E", "F", "G", "H", and Bid Bond must be completed and attached to the

Official County Bid Form. Also required is a fully acknowledged (signed) signature page from each addenda issued for this bid.

ATTACHMENT A

BAKER COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: BAKER COUNTY, BOARD OF COUNTY COMMISSIONERS,
BAKER COUNTY, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF _____

Before me, the Undersigned authority,
personally appeared _____ who being duly sworn, deposes
and says he is _____ (Title) of the firm of
_____ Bidder submitting the attached proposal for the services
covered by the bid documents for Bid # 2023-16, Construction of Baker County Bus Wash, in Baker
County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be
submitted from the individual, his firm or corporation under the same or different name, and that such
Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm,
association or corporation has neither directly, nor indirectly, entered into any agreement, participated
in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection
with this firm’s Bid on the above-described project. Furthermore, neither the firm nor any of its officers
are barred from participating in public contract lettings in the State of Florida or any other state.

_____ Sworn and subscribed to me this _____ day
Bidder) of _____, _____

By: _____ Notary Public:

Signature

(Title) _____
Printed
My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO
EACH BID.

ONLY REQUIRED BY SUCCESSFUL BIDDER 7 DAYS AFTER NOTICE OF AWARD

**ATTACHMENT B
LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

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ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond;
that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

Secretary
Corporate Seal

(STATE OF FLORIDA
COUNTY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of Baker County, Florida.

Subscribed and sworn to me this _____ day of _____, _____ A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

ATTACHMENT D

CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended) and Baker County Trenching and Excavation Safety Program. (In the event of a conflict between the two the more stringent requirement/policy shall apply) Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

By: _____

Bidder

Date

Authorized Signature

ATTACHMENT “E”

QUALIFICATIONS STATEMENT

Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a Prime Contractor or Subcontractor, at least two (2) projects of the type of construction proposed project and must have been in business as a Contractor for at least three (3) years. The Prime Bidder must have a current Certified General Contractors license at the time the bid is submitted.”

Company Name

By: _____
Authorized Company Representative
(Print Name & Title)

Authorized Company Representative
(Signature)

Date: _____

ATTACHMENT “F”

License/Certification List

In the space below, the Bidder shall list all current licenses/certifications held.

The bidder shall attach a copy of all current licenses and certifications listed below to this form.

License Name	License #	Issuing Agency	Expiration Date

ATTACHMENT “G”

LOBBYING
31 U.S.C. 135249
CFR Part 1949
CFR Part 20

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

(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 an 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 making lobbying contacts to an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The **CONTRACTOR** _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ATTACHMENT “H”

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29
Executive Order 12549

Applicability to Contracts

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

CONTRACTOR’s are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THE PROVISIONS APPLICABLE THERETO.

Signature of Contractor’s Authorized Official

Date

Typed Name and Title of Contractor’s Authorized Official

BID BOND

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENT,
that _____ as Principal, and
_____ as Surety, are held and firmly bound unto Baker
County, Florida, in the penal sum of _____ Dollars
(\$ _____) lawful money of the United States, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH, that whereas the Principal has submitted the
accompanying Bid, dated _____, 2009.

For
Construction of Baker County Transit System
Baker County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED

OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION

CONTRACT FORM AND CONDITIONS

SECTION 00500
STANDARD FIXED PRICE AGREEMENT
BETWEEN
OWNER AND CONTRACTOR

These contract documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made _____, _____ by and between **BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, 55 NORTH THIRD STREET, MACCLENNY, FL 32063**, (hereinafter referred to as the "Owner") and _____ (hereinafter referred to as the "Contractor") under seal for construction of _____ (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I
THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the architects, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Here list any additional Contract Documents such addenda, special conditions, supplemental conditions, etc.)

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's Public Construction Bond for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term, or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study, and compare each of the Contract Documents, the Shop Drawings and the Product Data, and shall give written notice to the Architect and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

**ARTICLE II
THE WORK**

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract. The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

and shall include furnishing the Owner with "as built" drawings for the description of work which County desires "as-builts". As-built drawings shall comply with all requirements of permitting agencies, and all Baker County Development Review requirements. As-builts shall be delivered prior to Substantial Completion Certificate and shall be in both paper and electronic format.

**ARTICLE III
CONTRACT TIME**

3.1 Time and Liquidated Damages

3.1.0 The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". Baker County will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after the receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the County will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the County may elect at it's option to consider the Contractor non-responsive and Contract with the next best Bidder

The Contractor shall commence the Work within ten (10) days of Notice to Proceed in writing and shall achieve Substantial Completion of the Work no later than _____ () consecutive calendar days from the date on which the **Notice to Proceed is issued. The time and days from the date on which the Notice to Proceed is issued**, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.1.2 The Contractor shall pay the Owner the sum of \$_____ per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusable delayed, the Owner shall be entitled but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

3.3.2 **Contract Start Date** - The date this Contract is made and shall be effective shall be the last date of execution of the Contract by any of the parties to the Contract. Execution of parties and dates thereof shall appear on page ___ of this Contract.

ARTICLE IV **CONTRACT PRICE**

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of _____ (\$_____). The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V **PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

5.1.1 Within **ten (10)** calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Architect and the Owner. The Owner may terminate this Contract without liability of any kind if the Schedule of Values is not agreed upon within **twenty-five (25)** calendar days of the effective date hereof.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the **10th** day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the **25th** day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials, and equipment properly incorporated in the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment that was not purchased or provided directly by Owner and is properly stored onsite (or elsewhere if approved in advance in writing by the Owner) for subsequent incorporation in the Work, less than the total amount of previous payments received from the Owner. Payments for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the Owner, that the Owner has title to such materials and equipment and shall include proof of required insurance.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price within **thirty (30)** days following the Architect's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that title to all Work covered by an Application will pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 Owner may decline to make payment, may withhold funds, and, if necessary, may

demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within **thirty (30)** days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after **seven (7)** additional days 'written notice' to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within **thirty (30)** days after the date due shall bear interest at the rate of **12 percent (12%)** per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, and upon delivery to the Owner appropriate release and waivers of claims and liens from all subcontractors and material-men of the Contract for work performed and/or materials delivered for the Project to the date of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. If any Subcontractor or material-man fails or refuses to provide an appropriate release and waiver of claims and liens as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6 Final Completion and Final Payment

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment and if required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment. Final Payment shall not be made until the project is inspected and accepted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefore by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of **\$250.00** per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

6.2

The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within **thirty (30)** days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI **THE OWNER**

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner

shall obtain all approvals, easements, and the like required for construction.

6.1.3 The Owner shall furnish the Contractor, free of charge, (5) copies of the Contract Documents for execution of the Work. The Contractor will be charged, and shall pay the Owner Cost of Reproduction per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within **seven (7)** days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII **THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know that such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality, free from faults and defects and in strict conformance with this Contract. This warranty shall survive termination of this Contract and shall not be effected by Final Payment hereunder. All work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, within **fifteen (15)** days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Shop Drawings, Product Data and Samples

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents. All Shop Drawings, Product Data, Samples and other submittals shall belong to Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultant, agents, and employees of any of them from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work but only to the extent caused in whole or in part by willful or negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.1.1 Contractor hereby acknowledges the receipt of ten dollars and other goods and valuable consideration from the Owner and the Architect which has been paid to him as specific consideration for the indemnification provided herein.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract.

7.13.2 The Contractor shall designate a member of the on site construction team whose duty shall be the prevention of accidents. Unless otherwise designated in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE VIII
CONTRACT ADMINISTRATION

8.1 The Architect

8.1.1 The Architect for this project is Dixon & Associates Architects, LC.

In the event the Owner should find it necessary or convenient to replace the Architect, the status of the replacement Architect shall be that of the former Architect.

8.2 Architect's Administration

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2. The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance there under by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2.10 The word "ENGINEER" whenever used in this Project Manual shall be synonymous with the word "ARCHITECT" when the word ARCHITECT is used.

8.3 Claims by the Contractor

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be furnished within **seven (7)** days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.3.2. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practice have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within **seven (7)** days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within **seven (7)** days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.3.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than **seven (7)** days after the occurrence of the event or the first appearance of the condition giving rise to the claims and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claims as required in this Subparagraph, any claim for an extension shall be waived. This paragraph shall not be deemed to waive any damage for delay that are covered by insurance.

8.3.5.1 Delays and Extensions of Time – An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30 day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years, and caused delay. In requesting extensions of time for weather conditions, Contractor shall present complete records and averages referred to above, and such requests shall document how weather

conditions delays progress of the Work.

8.4 Field Orders

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX **SUBCONTRACTORS**

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contractor, the Contractor shall furnish the Owners, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owners against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X **CHANGES IN THE WORK**

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the

change in the Contract Price being set forth in the Change Order, (2) such change in the Contract price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall **then** be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by pre-existing agreement or by custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by Contractor, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contact, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Minor Changes

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval, are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to,

such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI **UNCOVERING AND CORRECTING WORK**

11.1 Uncovering Work

11.1.1 If any of the work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it within 7 days at Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of **ninety (90)** days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon **ten (10)** days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of **fifteen (15)** days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within **fifteen (15)** days, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

2.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract.

- (ii) Reasonable costs incurred in preparing to perform and in performing a portion of the work prior to termination, and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of **either** a substantial violation, or a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price less any liquidated damages due under this contract, exceeds the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such cost **exceeds** the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII **INSURANCE**

13.1 Contractor's Liability Insurance:

Insurance Requirements - Minor Contract for Service

The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **Baker County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. **Baker County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.**
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Standard Contract for Service

The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **Baker County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. Baker County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Major Contract for Service

The contract price exceeds \$500,000 or where unusual hazards exist.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of **\$1,000,000 per occurrence, \$2,000,000 aggregate** for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **Baker County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 - b. Baker County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
 - b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
 - c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Major Construction Contracts

The contract price exceeds \$1,000,000 or where unusual hazards exist.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit. Longshoreman's insurance, if applicable, must meet statutory limits.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
 - e. Broad form property damage
 - f. X, C, U and personal injury with employment exclusion deleted
- c) Business auto liability – coverage shall provide minimum limits of liability of **\$1,000,000 per occurrence, \$2,000,000 aggregate** for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$3,000,000.

Builder Risk Insurance

Builders Risk insurance will be provided by the prime contractor(s) involved in the construction of a new building or the improvement, alteration or renovation of an existing structure. This coverage should be considered an automatic and mandatory requirement on projects involving new construction or major additions to existing structures.

- a) Builders risk - shall be "all risk" with limits equal to 100% of the completed value of the structure(s), building(s) or addition(s).
- b) Waiver of occupancy endorsement – enables the county to occupy the facility under construction/renovation during such activity.
- c) Machinery/equipment endorsement – when the contract calls for the installation of machinery or equipment, the policy must be endorsed to provide coverage during transit and installation.
- d) Deductible – the maximum deductible allowable under this coverage is \$25,000 per claim.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **Baker County will be named as additional insured on the commercial general liability, business auto liability, umbrella or excess liability and the builder's risk policies.**

- b. Baker County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

NOTE: The State of Florida has a no-fault automobile insurance requirement. The **Contractor** shall be certain coverage is provided which conforms to any specific stipulation in the law.

13.2 Property Insurance

Contractor shall purchase and maintain property insurance with the form of policy for this coverage shall be Completed Value. The Contractor shall provide this coverage and shall be in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles.

13.3 Certificate of Insurance

The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by paragraphs 13.1 and 13.2 naming the Owner as additionally insured.

The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

ARTICLE XIV **MISCELLANEOUS**

14.1 Governing Law/Venue

14.1.1 The Contract shall be governed **and construed according to the laws of the State of Florida. Venue for any legal action arising under this Contract shall be Baker County, Florida.**

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such bond shall set forth a penal sum in an amount not less than the Contract Price. The bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bond. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of the bond shall be deemed increased by like amount. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.4 Safety of Persons and Property

14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Architect in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility line not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Architect.

14.4.2 Locations of existing utility lines shown on the Drawings are based on best information available to the Architect, but shall not be considered exact either as to location or number of such lines. **To the extent that a Contractor knows, or is aware of one or more utility lines not shown on the Drawings, the Contractor shall notify the Architect, so that such utility lines may be added to the Drawings.**

14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

14.5 Contract is a Public Record Unless Exempted or Excluded by Law

14.5.1 Unless exempted or excluded by Federal law, or exempted or excluded by one or more applicable provisions State law (including an applicable provision of the Florida Public Records Law (Chapter 119, Florida Statutes, as revised from time-to-time), then this Contract, and any attached and incorporated Exhibits and/or Attachments shall be considered public records and subject to disclosure.

14.6 Adherence to and Compliance with Applicable Laws

14.6.1 To the extent necessary to satisfactorily perform and complete the terms, provisions, conditions, and obligations set forth in this Contract, the Contractor shall adhere to, and comply with all applicable Federal, State, and local laws, rules, and regulations.

14.7 Severability

14.7.1 If any word, phrase, sentence, part, subsection, section, or other portion of this Contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Contract, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force, and effect.

ARTICLE XV
EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XVI
APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one apprentice or trainee to every five journeymen.

16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four, assure that 25 percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.

16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job-training programs shall only be established in non-apprenticeable trades or occupations to meet the requirements of this section.

16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees, the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three months intervals, a statement describing steps taken toward making a diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.

16.1.6 The Contractor agrees to insert in any subcontract under this Contract the requirements contained in this section. The term "Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.

16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVII
RECORDS ACCESS / REVIEW

17. Access to Records.

17.1 The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials associated with this Agreement/Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes). Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

18. Review of Records.

18.1 As a conditions of entering into this Agreement/Contract, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the (insert name of other party) authorizes the County to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement. It is specifically noted that (insert name of party) is under no duty to provide access to documentation not related to this Agreement, and/or is otherwise protected by County, State, or Federal law.

CONTRACTOR

OWNER

Seal
Seal
(Typed Name)

**Baker County
Board of County Commissioners**

(Typed Name)

By: _____
Signature

By: _____
Signature

Printed Name & Title

Date of Execution

Date of Execution

ATTEST:

By: _____

Date of Execution

End of 00500

SECTION 00600
PUBLIC CONSTRUCTION BOND

Bond No. _____

BY THIS BOND, We, _____ (Contractor; address; phone) as Principal and _____ (Surety Co.; address; phone) a Corporation, as Surety are bound to BAKER COUNTY, FLORIDA, 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, _____, 2009, between Principal and Owner for construction of _____ (Project, address, and brief description of work) the contract being made a part of this bond by reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, 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 _____, _____

ATTEST:

Principal

(Principal) Secretary

By: _____

(SEAL)

Address

Address

ATTEST:

Surety
(SEAL)

Witness to Surety

Address

(Surety) Secretary

By: _____
Attorney-in-Fact

Address

End of Section 00600

SECTION 00700

ARTICLE 31 – FEDERAL REQUIREMENTS

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18The **CONTRACTOR** agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

The **CONTRACTOR** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The **CONTRACTOR** also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

LOBBYING

31 U.S.C. 135249

CFR Part 1949

CFR Part 20

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

(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 an 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 making lobbying contacts to an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The **CONTRACTOR** _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

In accordance with 49 C.F.R. 633.17, the CONTRACTOR agrees to provide the purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

FEDERAL CHANGES

49 CFR Part 18

The **CONTRACTOR** shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement (Form FTA MA (6) dated October, 1999) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. **CONTRACTOR's** failure to so comply shall constitute a material breach of this contract.

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONTRACTOR agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1) The purchaser and **CONTRACTOR** acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, **CONTRACTOR**, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The **CONTRACTOR** agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The **CONTRACTOR** acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the **CONTRACTOR** further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the **CONTRACTOR** to the extent the Federal Government deems appropriate.

(2) The **CONTRACTOR** also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The **CONTRACTOR** agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)
49 CFR Part 29
Executive Order 12549

Applicability to Contracts

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. As part of their applications each year, recipients are required to submit a certification to the effect that they will not enter into contracts over \$100,000 with suspended or debarred contractors and that they will require their contractors (and their subcontractors) to make the same certification to them.

Flow Down

CONTRACTOR's are required to pass this requirement on to subcontractors seeking subcontracts over \$100,000. Thus, the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$100,000.

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction,- 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. (If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THE PROVISIONS APPLICABLE THERETO.

Signature of Contractor's Authorized Official

Date

Typed Name and Title of Contractor's Authorized Official

PRIVACY ACT
5 U.S.C. 552

Contracts Involving Federal Privacy Act Requirements

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The **CONTRACTOR** agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a.

Among other things, the **CONTRACTOR** agrees to obtain the express consent of the Federal Government before the **CONTRACTOR** or its employees operate a system of records on behalf of the Federal Government. **The CONTRACTOR** understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The **CONTRACTOR** also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the **CONTRACTOR** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The **CONTRACTOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the

CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the **CONTRACTOR** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the **CONTRACTOR** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the **CONTRACTOR** agrees to comply with any implementing requirements FTA may issue.

(3) The **CONTRACTOR** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

[FTA Circular 4220.1D](#) (also see **[Change 1](#)**)

Disputes

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of **Baker County, FL**. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the **CONTRACTOR** mails or otherwise furnishes a written appeal to the County Administrator, or his designee. In connection with any such appeal, the **CONTRACTOR** shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County Administrator, or his designee, shall be binding upon the **CONTRACTOR** and the **CONTRACTOR** shall abide by the decision.

Performance During Dispute

Unless otherwise directed by **BAKER COUNTY**, the **CONTRACTOR** shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages

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

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between **BAKER COUNTY** and the **CONTRACTOR** arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which **BAKER COUNTY** is located.

Rights and Remedies

The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by **BAKER COUNTY**, (architect) or **CONTRACTOR** shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach

thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Baker County has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the US Department of Transportation (DOT), 49 CFR Part 26. The County has received Federal financial assistance from the DOT, and as a condition of receiving this assistance, the County has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the County to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT assisted contract. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only forms that fully meet 49 CFR Part 26 eligibility standard are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is DBE certified they must submit a state of Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Certification.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1D](#) (also see [Change 1](#))

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1D](#) (also see [Change 1](#)), dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The **CONTRACTOR** shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

TERMINATION

CONTRACTOR agrees to comply with mandatory standards and policies relating to termination which are contained in **2 C.F.R. 200.339 and 2 C.F.R. PART 200, APPENDIX II (B)**.

EMPLOYEE PROTECTIONS

CONTRACTOR agrees to comply with mandatory standards and policies relating to employee protections which are contained in 49 U.S.C. 5333(a), 40 U.S.C. 3141-3148, 29 C.F.R. part 5, 18 U.S.C. 874, 29 C.F.R. part 3, 40 U.S.C. 3701-3708 and 29 C.F.R. part 1926.

BUY AMERICAN REQUIREMENTS

CONTRACTOR agrees to comply with mandatory standards and policies relating to Buy America Requirements which are contained in 49 U.S.C. 5323(j) and 49 CFR Part 661.

VIOLATION AND BREACH OF CONTRACT

CONTRACTOR agrees to comply with Violation and Breach of Contract standards and policies which are contained in 2 C.F.R. 200.326 and 2 C.F.R. part 200, Appendix II (A).