

Okaloosa County Department Of Corrections Parking Lot Repair

REQUEST FOR BIDS



BID No.: PW 12-15

**BID OPENS DECEMBER 17th, 2014
@ 2:00 P.M.**

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Okaloosa County Public Works, 1759 S. Ferdon Blvd.
Crestview, FL 32536 (850) 689-5772
Okaloosa County Project No. 12160

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NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **2:00 p.m. (CST) December 17th, 2014**, for the **Okaloosa County Department of Corrections Parking Lot Repair**. Copies of bid provisions, bid forms, plans and specifications may be obtained from the Okaloosa County Engineering Department at 1759 South Ferdon Blvd., Crestview, FL 32536; (850) 689-5772. Cost of documents will be One Hundred dollars (\$100.00) per set, non-refundable – checks to be made payable to "Okaloosa County BCC."

At **2:00 p.m. (CST), December 17th, 2014**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Bidder's name and "**Bid on Okaloosa County Department of Corrections Parking Lot Repair to be opened at 2:00 p.m., December 17th, 2014**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305 prior to bid opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

A mandatory pre-bid meeting will be held at **2:00 p.m. on Tuesday, December 2nd, 2014**. The meeting will be held at the Okaloosa County Department of Public Works Conference Room at 1759 S. Ferdon Blvd Crestview, FL 32536 (850) 689-5772.

The County reserves the right to award the bid to the lowest responsive Bidder and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any Bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Department of Corrections Parking Lot Repair

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY
Charles K. Windes, Jr., Chairman

SPECIAL BID CONDITIONS

1. **PROJECT DESCRIPTION** – The scope of this project is to repair damage to the Okaloosa County Department of Corrections Parking Lot located at 1200 East James Lee Boulevard in Crestview, FL. The damage was caused by a heavy overnight storm event in April, 2014. The repairs will consist of earthwork, subgrade preparation, paving, regarding the existing pond and lighting repair as well as other miscellaneous items of work. **The Contractor will be required to keep all vehicles, tools and equipment secure when not in use.** Work included under this contract shall include all labor, permits, and materials required for performing all work necessary to complete the construction of the **Department of Corrections Parking Lot Repair in Okaloosa County.**

2. **PRE-BID ACTIVITY**
 - A. All technical questions and comments prior to the bid opening must be submitted in writing or email to the Okaloosa County Purchasing Office, (850) 689-5960, these responses will be distributed to all plan holders within four (4) days of receipt.

 - B. **Bid Information** – Questions concerning bid requirements or specifications should be directed to the Okaloosa County Purchasing Department, 602-C North Pearl St., Crestview FL 32536; 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.

 - C. The deadline for submittal of questions and comments on the plans and bid documents will be **Friday, December 10th, 2014 at 4:00 p.m., CST.** No additional information will be provided after such time.

 - D. A mandatory pre-bid meeting will be held at **2:00 p.m. on Tuesday, December 2nd, 2014.** The meeting will be held at the Okaloosa County Department of Public Works Conference Room at 1759 S. Ferdon Blvd Crestview, FL 32536 (850) 689-5772.

3. **PREPARATION OF BID** – The bid form is included with the bidding documents. Additional copies may be obtained from the County. The bidder shall submit an original and two (2) copies of the bid form.

All blanks on the bid form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amount shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called

for which shall in any manner fail to conform to the conditions of public notice inviting bids.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the bidder's name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All names shall be typed or printed in ink below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the bidder is an out-of-state corporation, the bid shall contain evidence of bidder's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Bidder shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the bidder, and shall be accompanied by the bid security and other required documents. If a bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Bid Enclosed." A mailed bid shall be addressed to:

Department of Corrections Parking Lot Repair

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St., #203
Crestview FL 32536

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** – A bid may be notified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that bidder may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that bidder will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **OPENING OF BIDS** – Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. A tabulation of the amounts of bids will be made available to bidders after the opening of bids.
7. **BID OPENING INFORMATION** – Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

Note: Crestview, Florida is "not a next day guaranteed delivery location" by delivery services.

8. **BID TABULATION SHEET** – Any bidder interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
9. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

10. **AWARD OF CONTRACT**

- A. **Okaloosa County Review** – All bidders should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. **Right to Waive & Reject** – Okaloosa County, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the County, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the County, to perform a prior contract in a satisfactory manner, and has directed the County to emphasize this condition to potential proposers.
- C. The County will award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of

the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- D. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- E. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

11. DISQUALIFICATION OF BIDDERS – Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- H. Listing of the bidder by the Federal Government on its barred/suspended vendor list.

- 12. APPLICABLE LAWS & REGULATIONS** – The bidder’s attention is directed to the fact that all applicable Federal state laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- 13. DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 14. CONFLICT OF INTEREST** – The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he is an officer or employee of the County, disclosing his or spouse’s or child’s interest and the nature of the intended business.

Note: For bidder’s convenience, this certification form is enclosed and is made a part of the bid package.

- 15. IDENTICAL TIE BIDS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For bidder’s convenience, this certification form is enclosed and is made a part of the bid package.

- 16. PUBLIC ENTITY CRIME INFORMATION** – A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 17. RECYCLED CONTENT INFORMATION** – In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.

- 18. INVESTIGATION OF BIDDER** – The County may make such investigations, as it deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

19. BONDING REQUIREMENTS

Bid Bond – A bid bond, in the form prescribed, Cashier's or Certified check, is required in an amount not less than five percent (5%) of the total contract amount. The Bid Bond must be attached to the bid.

- 20. BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.

21. WARRANTY – (The warranty will be in the name of Okaloosa County)

Warranty work specified herein is for a minimum of one (1) year from delivery against defects in materials and in labor and workmanship. **State the manufacturer's warranty with your bid.**

- 22. CONDITIONAL & INCOMPLETE BIDS** – Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.

- 23. ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

- 24. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

25. **PAYMENTS** – The contractor shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein are for articles delivered and accepted.
26. **AUTHORITY TO PIGGYBACK** – All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

27. **NO CONTACT CLAUSE** – The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

Note: For proposer’s convenience, this certification form is enclosed and is made a part of the bid package.

DEPARTMENT BID CONDITIONS

- 28. INDEMNIFICATION AND HOLD HARMLESS** – Each Bidder must submit with his bid an executed sworn certification that he will comply with the Hold Harmless clause in accordance with the provisions of Florida Statutes, Section 725.06.

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.

- 29. TRENCH SAFETY ACT** – Each Bidder must submit with his bid an executed sworn certification that he will comply with the Trench Safety Act, Chapter 90-96, Florida Statutes, on trench safety.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.

- 30. THE CONTRACT DOCUMENTS** – The Contract Documents consist of the Bid Documents; Technical Specifications; the Plans; the Contractor's bid proposal and bonds; Addenda issued prior to execution of the Agreement; other documents specifically incorporated by reference in the Contract Documents; Modifications issued after execution of the Agreement. A Modification is:

- (1) a written Amendment to the Contract signed by both parties.
- (2) a Change Order.
- (3) a Construction Change Directive by the County Project Manager.

- 31. HIERARCHY OF CONTRACT DOCUMENTS** – In the event conflicts, inconsistencies, discrepancies, or ambiguities between the Contract Documents arise, unless otherwise provided, the controlling instrument shall be determined by the descending order of the Contract Documents as follows:

1. Modifications issued after the execution of the Agreement
2. Addenda issued after the Bid Specifications were advertised to potential Bidders
3. Special Provisions
4. Technical Special Provisions
5. Plans
6. Special Bid Conditions
7. Supplemental Conditions
8. Standard Specifications
9. General Standard Conditions of Construction Contract

- 32. THE WORK OF THIS CONTRACT** – The term “work” means the construction and services, whether complete or partially completed, required by the Contract Documents and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The work constitutes a part of the project.
- 33. PROTECTION OF WORK AREA** – The successful Bidder will be required to protect all work areas in a manner necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
- 34. DATE OF COMMENCEMENT AND PROJECT COMPLETION**

The Date of Commencement shall be the date on which the Owner issues the Notice to Proceed, or such date prior on which the Contractor is allowed by the County to begin work. Regardless of the Contractor's date of actual commencement of work, Contract time will be charged from the Date of Commencement until Substantial Completion of the Work. The Contractor shall have **Sixty (60) Calendar Days** to achieve Substantial Completion.

35. LIQUIDATED DAMAGES

- A. In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of

which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1584
\$500,000 but less than \$2,500,000	1924
\$2,500,000 but less than \$5,000,000	2694
\$5,000,000 but less than \$10,000,000	3902
\$10,000,000 but less than \$15,000,000	6102
\$15,000,000 but less than \$20,000,000	7022
\$20,000,000 and over	7022 plus 0.2% for any amount over \$20 million

- B. **Determination of Number of Days of Default:** For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days.

- C. **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 County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.
- D. **Right of Collection:** The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.
- E. **Permitting Contractor to Finish Work:** Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County for the liquidated damages due under the contract.
- F. **Completion of Work by County:** In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.

36. CONTRACTOR'S CLOSEOUT SUBMITTALS TO COUNTY – Contractor's Advertisement of Completion – The Contractor immediately after being notified by the Engineer that all other requirements of this contract have been completed shall give notice of said completion by an advertisement for a period of four (4) successive weeks in the newspaper with the widest circulation published within the

County or Counties where the work is performed. (i) Proof of publication of said notice shall be made by the Contractor to the County, by affidavit of the publisher and a printed copy of the published notice. If no newspaper is published in any County where the work is done, the notice may be given by posting at the courthouse for thirty (30) days and proof of same shall be made by the Probate Judge or Sheriff and the Contractor. (ii) A release of liens, (iii) Certification from surety that payment bond and performance bond shall remain in effect during the one year warranty period, and (iv) consent of the surety for final payment, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all Work covered by this Agreement and acceptance of such Work by the Owner.

37. INTERPRETATION OF ESTIMATED QUANTITIES – For those items constructed within authorized plan limits or dimensions, use the quantities shown in the plans and in the proposal form as the basis of the bid. The Engineer will also use these quantities for final payment as limited by the provisions for the individual items. For those items having variable final pay quantities that are dependent on actual field conditions, use and measurement, the quantities shown in the plans and in the proposal form are approximate and provide only a basis for calculating the bid upon which the County will award the Contract. Where items are listed for payment as lump sum units and the plans show estimates of component quantities, the Engineer is responsible for the accuracy of those quantities limited to the provisions of 9-3.3 of the Florida Department

of Transportation Standard Specifications for Road and Bridge Construction. Where items are listed for payment as lump sum units and the plans do not show estimates of component quantities, the Contractor is solely responsible for his own estimates of such quantities. The Engineer may increase, decrease or omit the estimated quantities of work to be done or materials to be furnished.

- 38. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK** – The Contractor shall examine carefully the Contract Documents and the site of the proposed work before submitting a proposal for the work contemplated. He shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

The Engineer does not guarantee the details pertaining to borings, as shown on the plans (if any), to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered.

The Bidder's submission of a proposal is prima facie evidence that the Bidder has made an examination as described in this Section.

- 39. PERMITS** – This project is exempt from Environmental Resource Permitting (ERP). The selected Contractor will be required to obtain an NPDES permit and submit a Stormwater Pollution Prevention Plan (SWPPP).
- 40. UTILITIES** – The Contractor while operating in the vicinity of overhead or underground utilities shall exercise extreme care and diligence. The Contractor shall make restitution for any loss due to damage by the Contractor's forces or equipment. The Contractor shall contact the appropriate company or organization for the location and protection of all utilities prior to commencement of construction. The Contractor may utilize Sunshine One Call of Florida, Inc. (Dial 811 or 1-800-432-4770) to notify utility owners at least 48 hours in advance of beginning construction work.
- 41. MISCELLANEOUS PROVISIONS** – Where reference is made in this Agreement to a provision of the Contract Documents, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. As provided in the Contract Documents, Contractor expressly agrees to meet with the Engineer on a weekly basis to discuss the Contractor's planned activities and related matters for that week.

The Agreement was executed and delivered in the State of Florida and all disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for all purposes shall be exclusively in Okaloosa County, Florida. The Bidder's attention is directed to the fact that all applicable state laws, County and municipal ordinances, orders, rules and regulation of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written out in full herein.

The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments (including deeds, releases and disclaimers) as any party may reasonably request for the purpose of carrying out this Agreement and the related Contract Documents.

This Agreement and the related Contract Documents may be modified or amended only by written instrument. In the event any term or provision of this Agreement or the related Contract Documents shall to any extent be held to be illegal, invalid, unenforceable, or non-operative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

This Agreement and the related Contract Documents shall not be construed in favor or against any party on the basis that the party did or did not author this Agreement and the related Contract Documents. Any party shall have the right to specifically enforce the provisions of this Agreement and the related Contract Documents. All exhibits attached hereto are incorporated in this Agreement and the related Contract Documents and made a part hereof by reference.

This Agreement and the related Contract Documents shall become effective only when all the parties execute this Agreement and all related Contract Documents thereto. No party has agreed to or promises to do any act or thing not contained in this Agreement and the related Contract Documents.

PROPOSAL

Place: Okaloosa County

Date: _____, 2014

Project: Department of Corrections Parking Lot Repair

Bid No.: PW 12-15

Proposal of _____(hereinafter called "Bidder")

*a corporation, organized and existing under the laws of the State of _____

*a partnership, or an individual doing business as _____

To the Board of County Commissioners, Okaloosa County, Florida (hereinafter called "Owner").

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the bid price and within the bid times indicated in contract documents.
2. The Bidder accepts all of the terms and conditions of the advertisement or invitation to bid and Special Bid Conditions, including, without limitation, those dealing with the disposition of bid surety. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. The Bidder will sign and deliver the required number of counterparts of the agreement with the bonds, insurance, and other documents required by the bidding requirements within ten (10) days after the date of OWNER's Notice of Award.
3. In submitting this bid, the Bidder represents, as more fully set forth in the agreement, that:
 - (a) The Bidder has examined and carefully studied the bidding documents and the following addenda receipt of all which is hereby acknowledged:

(List addenda by Addendum Number and Date)

- (b) The Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that affect cost, progress, performance, and furnishing of the work;
- (c) The Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that affect cost, progress, performance, and furnishing of the work;

The Bidder has carefully studied the site and all drawings of physical conditions in or relating to existing surface. The Bidder accepts the determination set forth in "technical data" contained in such drawings upon which the Bidder is entitled to rely. The Bidder acknowledges that such reports and drawings are not

Contract Documents and may not be complete for the Bidder's purposes. The Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to Underground Facilities at or contiguous to the site. The Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequence and procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto. The Bidder does not consider that any additional examinations, investigations, exploration, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- (e) The Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.
 - (f) The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - (g) The Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
4. The Bidder agrees that the work will be substantially complete and ready for inspection within **Sixty (60) Calendar Days** after Notice to Proceed. The Bidder accepts the provisions of the agreement as to liquidated damages, as specified, in the event of failure to complete the work within the times specified in the agreement.
 5. The Bidder understands that the County reserves the right to award the bid to the lowest responsive Bidder submitting a bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.
 6. The Bidder understands that the Board, in its absolute discretion, may reject any bid of a Bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Manager to emphasize this conditions to potential Bidders.

7. Terms used in this bid which are defined in the General Conditions or Special Bid Conditions will have the meaning indicated in the General Conditions or Special Bid Conditions.
8. Unit Cost bid: The Bidder agrees to perform all of the general construction work, complete, at the unit cost price shown on the following Bid Schedule:

I, the undersigned, hereby submit the following proposal:

TOTAL BID PRICE: _____

In words: _____

Submitted on: _____ State Contractor License No.: _____

IF Bidder IS:

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____ (SEAL)
(Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

ATTEST _____ (Secretary)
Date of Qualification to do business is _____
Business Address: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone No. _____

A Joint Venture

By _____ (SEAL)
(Name)

By _____ (SEAL)
(Name)

Phone number and address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

COMPANY DATA

Bidders Company Name: _____

Physical Address: _____

Contact Person/Typed - Printed: _____

Phone Number: _____

Cellular Number: _____

Federal ID Number or SS Number: _____

Contractor's License No.: _____

FAX Number: _____

Emergency Numbers After-Hours, Weekends and Holidays: _____

BID SCHEDULE

ITEM NO.	FDOT SPECIFICATION	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	101-1	MOBILIZATION	LS	1	\$ _____	\$ _____
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ _____	\$ _____
3	104-1	EROSION CONTROL	LS	1	\$ _____	\$ _____
4	110-1	MISCELLANEOUS DEMOLITION	LS	1	\$ _____	\$ _____
5	120-1	EXCAVATION	CY	145	\$ _____	\$ _____
6	120-2	EMBANKMENT	CY	175	\$ _____	\$ _____
7	120-3	SUBGRADE PREPARATION	SY	850	\$ _____	\$ _____
8	285-1	6" SAND CLAY BASE	SY	200	\$ _____	\$ _____
9	334-1	2" SUPERPAVE ASPHALT	TN	100	\$ _____	\$ _____
10	350-1	CONCRETE FLUME	EA	1	\$ _____	\$ _____
11	520-1	TYPE F CURB & GUTTER	LF	224	\$ _____	\$ _____
12	548-1	MASONRY RETAINING WALL (HEIGHT VARIES)	LF	212	\$ _____	\$ _____
13	550-2	8' HIGH CHAIN LINK FENCE POST INSTALLATION (REUSE EXISTING FABRIC)	LF	325	\$ _____	\$ _____
14	550-2	3' HIGH CHAIN LINK FENCE REALIGNMENT (REUSE EXISTING FABRIC)	LF	244	\$ _____	\$ _____
15	710-1	PARKING LOT MARKINGS	SF	148	\$ _____	\$ _____
16	981-1	SOD, BAHIA ARGENTINA	SY	755	\$ _____	\$ _____
17	16010-1	LIGHTING REPAIR	LS	1	\$ _____	\$ _____
				SUBTOTAL		\$ _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Bidders/Proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

BIDDER NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

DATE: _____

ADDRESS: _____

PHONE NO.: _____

E-MAIL: _____

DATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

=====

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

RECYCLED MATERIAL CONTENT

1. Material: _____
Is the above material: Virgin ___ Recycled ___ (Check the applicable blank).
If recycled, what percentage _____%.
Describe: _____

Is this material packaged and/or shipped in packaging containing recycled content?
Yes ___ No ___
If yes, specify packaging: _____
Is this material recyclable after it has reached the end of its intended use?
Yes ___ No ___
If yes, explain: _____

2. Material: _____
Is the above material: Virgin ___ Recycled ___ (Check the applicable blank).
If recycled, what percentage _____%.
Describe: _____

Is this material packaged and/or shipped in packaging containing recycled content?
Yes ___ No ___
If yes, specify packaging: _____
Is this material recyclable after it has reached the end of its intended use?
Yes ___ No ___
If yes, explain: _____

3. Material: _____
Is the above material: Virgin ___ Recycled ___ (Check the applicable blank).
If recycled, what percentage _____%.
Describe: _____

Is this material packaged and/or shipped in packaging containing recycled content?
Yes ___ No ___
If yes, specify packaging: _____
Is this material recyclable after it has reached the end of its intended use?
Yes ___ No ___
If yes, explain: _____

NO CONTACT CLAUSE

The Board has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or his appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

on this _____ day of _____, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

(REVISED: JANUARY 12, 2001)

CERTIFICATION OF BIDDER REGARDING TRENCH SAFETY

This certification is required pursuant to the Trench Safety Act, Chapter 90-96, Florida Statutes regarding Trench Safety. The Act specifically incorporates the Occupational Safety and Health Administration's Excavation Safety Standards, 29 CFR Subpart P 1926.650, 651, 652, as the State Standard. Any revisions to OSHA's safety standards that are consistent with the Florida Statutes shall also be complied with upon its effective date. The Act requires that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall provide written assurance that the Contractor will comply with the applicable trench safety standards.

=====

NAME AND ADDRESS OF BIDDER (Include Zip Code)

=====

1. Bidder agrees that he is aware of the Trench Safety Act and the requirements of the Act.
Yes _____ No _____
2. Bidder agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.

=====

NAME AND TITLE OF SIGNER (Please Print or Type)

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

PHONE #: _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

=====

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE:	_____	SIGNATURE:	_____
COMPANY:	_____	NAME:	_____
ADDRESS:	_____		(Typed or Printed)
	_____	TITLE:	_____
PHONE NO.:	_____	E-MAIL:	_____

LIST OF REPRESENTATIVES

OWNER'S REPRESENTATIVE:

John Hofstad, Public Works Director
1759 South Ferdon Boulevard
Crestview, Florida 32536
Office Number: 850-689-5772
Fax Number: 850-689-5715

CONTRACT ADMINISTRATOR:

Joanne Kublik, Contracts & Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, Florida 32536
Office Number: 850-689-5960
Fax Number 850-689-5970

PROJECT MANAGER/ENGINEER:

Rob Vandebroek, Operations Manager
Okaloosa County Public Works
1759 South Ferdon Boulevard
Crestview, Florida 32536
Office Number: 850-689-5772
Fax Number: 850-689-5715

CONTRACTOR'S REPRESENTATIVE:

Name: _____
Title: _____
Address: _____
Address: _____
Office Number: _____

RESIDENT SUPERINTENDENT:

Name: _____
Title: _____
Address: _____
Address: _____
Office Number: _____

LIST OF SUBCONTRACTORS

SUB-CONTRACTOR PERFORMING: _____

SUB-CONTRACTOR'S REPRESENTATIVE:

Name: _____

Title: _____

Address: _____

Address: _____

Office Number: _____

RESIDENT SUPERINTENDENT:

Name: _____

Title: _____

Address: _____

Address: _____

Office Number: _____

SUB-CONTRACTOR PERFORMING: _____

SUB-CONTRACTOR'S REPRESENTATIVE:

Name: _____

Title: _____

Address: _____

Address: _____

Office Number: _____

RESIDENT SUPERINTENDENT:

Name: _____

Title: _____

Address: _____

Address: _____

Office Number: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and _____ as Surety, are hereby held firmly bound unto _____ as Owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this _____ day of _____, 2014.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

Bid Bond

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension. **IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officer, the day and year first set forth above.

Principal L.S.

Surety

BY: _____

SEAL:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONTRACT

This agreement, executed in Crestview, Florida this _____ day of _____, 2014 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and _____ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part; will be considered complete once the signatures of both parties are present.

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work in **association with the Department of Corrections Parking Lot Repair under RFB No. PW 12-15** for an approximate total price of \$ _____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

As security for the full and faithful performance of this contract and all the incidents thereto, the Party of the Second Part had made and furnished a Contract Bond with _____ as Surety (as required per the bid package), which is accepted by Parties of the First Part and made a part of this contract.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying proposal in the manner provided in the said Specifications.

The Contractor shall be prepared to begin work to be performed under the contract as he set forth in his proposal, but will not proceed until he receives official notice to begin. The official notice will stipulate the date upon which it is expected that the Contractor will begin his work and from which date the **Sixty (60) Calendar Days** tabulated against his time to accomplish substantial completion will begin; all other requirements in regard to the beginning of construction stipulated in the proposal and Special Provisions will date from the official notice. The place where the work is to be started will either be stated in the "Notice to Proceed"; or will be designated on the ground. The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed, and shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion with the time set forth in the proposal. Should the prosecution of work for any reason be discontinued by the Contractor, with the consent of the Engineer, he shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

CONTRACT

REPRESENTATIVES: The authorized representative of the County shall be:

John Hofstad, Public Works Director
1759 South Ferdon Boulevard
Crestview, Florida 32536
Office Number: 850-689-5772
Fax Number: 850-689-5715

The authorized representative for _____ shall be:

E-Mail: _____

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Joanne Kublik, Contracts and Leases Coordinator
Okaloosa County Purchasing Department
602-C North Pearl Street
Crestview, FL 32536
850-689-5960 / 850-689-5998 (FAX)
E-Mail: jkublik@co.okaloosa.fl.us

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said _____ has hereto fixed his signature, the day and year above written.

WITNESS:

_____ **CONTRACTOR**

BY _____

_____ **TITLE**

CONTRACT

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this _____ day of _____, 2014 and is effective on the _____ day of _____, 2014.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Charles K. Windes, Jr., Chairman

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

(Name of Owner)

101 EAST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____

_____ Dollars (\$ _____) in
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2014,
a copy of which is hereto attached and made a part hereof for the **Department of
Corrections Parking Lot Repair**.

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER, with or without
notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save
harmless the OWNER from all costs and damages which it may suffer by reason of failure to do
so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may
incur in making good any default, then this obligation shall be void, otherwise to remain in full
force and effect.

PERFORMANCE BOND

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

WITNESS AS TO PRINCIPAL

ADDRESS

PRINCIPAL

BY: _____(S)

ADDRESS

SURETY

PERFORMANCE BOND

ATTEST

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and 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.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

(Name of Owner)

101 EAST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the **Department of Corrections Parking Lot Repair**.

NOW, THEREFORE, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect.

PAYMENT BOND

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension, or modification of any character whatsoever.

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

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and 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.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SUPPLEMENTAL CONDITIONS

ARTICLE 1: DEFINITIONS AND TERMINOLOGY

Amend Article 1.01.A.3 (Application for Payment) of the Standard General Conditions of the Construction Contract by adding the following: The form acceptable to the ENGINEER is included in Section M "Contract Forms" of this document.

Amend Article 1.01.A.9 (Change Order) of the Standard General Conditions of the Construction Contract by adding the following: The form acceptable to the ENGINEER is included in Section N "Contract Forms" of this document.

Delete Article 1.01.A.14 (Contract Times) of the Standard General Conditions of the Construction Contract and replace it with the following: The number of work days allowed to achieve Substantial Completion of the contract; and (ii) to complete the work so that it is ready for final payment as evident by ENGINEER's recommendation for final payment.

Delete Article 1.01.A.21 (General Requirements) of the Standard General Conditions of the Construction Contract.

Amend Article 1.01.A.27 (Notice of Award) of the Standard General Conditions of the Construction "Contract Forms" of this document.

Amend Article 1.01.A.29 (Notice to Proceed) of the Standard General Conditions of the Construction "Contract Forms" of this document.

Delete Article 1.01.A.35 (Project Manual) of the Standard General Conditions of the Construction Contract.

Add Definition 3.A (Approval) The word approval is defined to mean review of the material, equipment, or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the Engineer to verify in every detail conformance with the plans and specifications.

ARTICLE 2: PRELIMINARY MATTERS

Delete Article 2.03.A. (Commencement of Contract Times; Notice to Proceed) of the Standard General Conditions of the Construction Contract and replace it with the following: A. Contract Times will commence to run on the date stated in the "Notice to Proceed" for Work to commence. In such case, that the CONTRACTOR begins Work before the date stated for Work to commence in the "Notice to Proceed" contract time shall begin on the date when actual Work commenced. In no case shall contract time commence after the date stated for Work to commence in the "Notice to Proceed".

Delete Article 2.05.C. (Before Starting Construction - Evidence of Insurance) of the Standard General Conditions of the Construction Contract and replace it with the following: Before any

Work at the Site is started, CONTRACTOR shall deliver to the Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and

other evidence of insurance which any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

Delete Article 2.06 (Preconstruction Conference) of the Standard General Conditions of the Construction Contract and replace it with the following: After the "Notice of Award" has been issued and before the issuance of the "Notice to Proceed" and before any work at site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

Delete Article 2.07.A. (Initial Acceptance of Schedules) of the Standard General Conditions of the Construction Contract and replace it with the following: No progress payment shall be made to CONTRACTOR until acceptable schedules (as provided in Article 2.05.B) are submitted to and approved by the ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore.
2. Contractor's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.
3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.)

ARTICLE 3: CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Amend Article 3.03.A.1 (Reporting and Resolving Discrepancies - Reporting Discrepancies) of the Standard General Conditions of the Construction Contract to read: If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing within two (2) working days. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

ARTICLE 4: AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Add to Article 4.02.B (Subsurface and Physical Conditions) of the Standard General Conditions of the Construction Contract: Soil Boring Data for the site has not been provided.

Amend Article 4.03.C. (Differing Subsurface or Physical Conditions - Possible Price and Times Adjustments) of the Standard General Conditions of the Construction Contract to read: CONTRACTOR failed to give the written notice within the time and as required by the paragraph 4.03.A and the Supplemental Conditions.

Delete Article 4.05 (Reference Points) of the Standard General Conditions of the Construction Contract and replace it with the following: ENGINEER shall provide reference points to control the Work. Included in ENGINEER'S reference and control points shall be:

1. Establish horizontal and vertical control for construction staking. All other construction staking is to be responsibility of contractor.
2. CONTRACTOR shall pay OWNER to replace any control or reference point destroyed or disturbed during construction. Fees for replacing disturbed points are as follows: Survey Crew - \$90.00 per hour, Surveying Supervisor (Office Control) - \$40.00 per hour, Registered Surveyor - \$55.00 per hour. Any additional layout Work will be the responsibility of the CONTRACTOR. At the sole discretion of the ENGINEER any control point destroyed or disturbed during construction may be replaced by CONTRACTOR or his representative at his own cost if ENGINEER does not wish to replace such control point.

Delete Article 4.06.G of the Standard General Conditions of the Construction Contract.

ARTICLE 5: BONDS AND INSURANCE

Delete Article 5.04 (CONTRACTOR'S Liability Insurance) of the Standard General Conditions of the Construction Contract.

Delete Article 5.05 (OWNER'S Liability Insurance) of the Standard General Conditions of the Construction Contract.

Delete Article 5.06 (Property Insurance) of the Standard General Conditions of the Construction Contract.

Delete Article 5.07 (Waiver of Rights) of the Standard General Conditions of the Construction Contract.

Additional insurance requirements are defined in these Supplemental Conditions under the heading Article 18: "Insurance Requirements".

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

Article 6.01.B - The Resident Superintendent mentioned in Article 6.01.B of the Standard General Conditions of the Construction Contract shall be the individual named on the List of Representatives as Resident Superintendent in Section F Bid Forms of this document.

Amend Article 6.02.B (Labor; Working Hours) of the Standard General Conditions of the Construction Contract as follows: "Regular Working Hours" in 6.02.B shall be defined as any 8-hour period between one-half an hour (½ hour) AFTER sunrise until one half an hour (½ hour) BEFORE sunset.

Add Article 6.04.A.3 - Contractor shall notify Engineer in writing on the last day of each month of the number of working days charged during said month, the number of working days charged to date, and the number of working days remaining in the Contract.

Amend Article 6.05.A.2.C (Substitutes and "Or-Equals" - Substitute Items) of the Standard General Conditions of the Construction Contract to read: The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.D and as ENGINEER may decide is appropriate under the circumstances.

Amend Article 6.11.B (Use of Site and Other Areas) of the Standard General Conditions of the Construction Contract by adding the following: The cost of proper disposal of such items to be included in other items of work.

Delete Article 6.20 (Indemnification) of the Standard General Conditions of the Construction Contract.

ARTICLE 7: OTHER WORK

Amend Article 7.02.A (Coordination) of the Standard General Conditions of the Construction Contract to read: If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in a Supplemental Agreement:

1. The individual or entity that will have authority and responsibility for coordination of the activities among the various contractors will be identified.
2. The specific matters to be covered by such authority and responsibility will be itemized.
3. The extent of such authority and responsibilities will be provided.

ARTICLE 8: OWNER'S RESPONSIBILITIES

Delete Article 8.04 (Pay Promptly When Due) of the Standard General Conditions of the Construction Contract.

Delete Article 8.11 (Evidence of Financial Arrangements) of the Standard General Conditions of the Construction Contract and replace it with: OWNER shall make payments to CONTRACTOR as provided in Supplemental Conditions.

ARTICLE 13: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Amend Article 13.03.B (Tests and Inspections) of the Standard General Conditions of the Construction Contract by adding the following: The CONTRACTOR shall pay for any test that does not meet the requirements of the plans and specifications of the contract.

Amend Article 13.03.F (Tests and Inspections) of the Standard General Conditions of the Construction Contract to read: Uncovering Work as provided in paragraph 13.03.E shall be at

CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted within three (3) working days in response to such notice.

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

Amend Article 14.04.A (Substantial Completion) of the Standard General Conditions of the Construction Contract to read: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within seven days thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed and/or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed and/or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

Delete Article 14.05 (Partial Utilization) of the Standard General Conditions of the Construction Contract.

Amend Article 14.06.A (Final Inspection) of the Standard General Conditions of the Construction Contract to read: Upon written notice from CONTRACTOR that the entire Work is complete, ENGINEER will within seven (7) days make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies within forty five (45) days of notification.

Amend Article 14.07.C.1 (Payment Becomes Due) of the Standard General Conditions of the Construction Contract to read: Sixty (60) days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

Add Article 14.07.D - INTERIM AND FINAL PAYMENTS

In accordance with the provisions fully set forth in the General Conditions, and subject to additions and deductions as provided, the Owner shall pay the Contractor as follows:

Interim Payments: Within thirty (30) days after receipt by the Owner of the Contractor's request for an interim payment, the Owner will make payment to the Contractor on the basis of the estimate of Work, as approved by the Engineer, for work performed during the preceding period, not to be less than one month, less five (5%) percent of the amount of such estimate which is to be retained by the Owner until all Work has been performed strictly in accordance with this Agreement and until such Work has been accepted by the Owner.

Final Payment: Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the Work have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the Owner to include but not limited to: (i) A release of liens, (ii) Certification from surety that payment bond and performance bond shall remain in effect during the one year warranty period, (iii) Advertisement of completion, and (iv) consent of the surety for final payment, final payment on account of this Agreement shall be made within sixty (60) days after completion by the Contractor of all Work covered by this Agreement and acceptance of such Work by the Owner.

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

Amend Article 15.04.A (CONTRACTOR May Stop Work or Terminate) of the Standard General Conditions of the Construction Contract to read: If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for sixty (60) days to pay CONTRACTOR sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven (7) days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times nor otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16: DISPUTE RESOLUTION

Add Article 16.02 - REMEDIES

A. Arbitration: To the extent permitted by law and unless otherwise specified herein, any controversy arising out of this Agreement which the parties are unable to resolve by mutual agreement, other than matters of technical substance, shall be submitted to binding arbitration in Okaloosa County, Florida, in accordance with the rules of the American Arbitration

Association. Any decision of the arbitrators shall be conclusive as to the matter submitted to them and may be enforced in any court of competent jurisdiction in the State of Florida. Issues under arbitration shall be heard and decided by three (3) arbitrators, one of whom, shall be designated by the COUNTY, one of whom shall be designated by the CONTRACTOR, and the third who shall be designated by the American Arbitration Association. Any decision as to an issue being arbitrated, including sharing of cost of arbitration made by at least two (2) of the arbitrators shall be the decision of the arbitrators and such decision shall be final, non-appealable, and binding upon the parties.

B. Independent Third Party (Engineer): Disputes involving matters of technical substance shall be submitted to the Engineer for binding resolution.

C. Ambiguity: If the parties are unable to agree as to whether a dispute involves a matter of technical substance the dispute shall be deemed to involve a matter for Arbitration.

D. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 17: MISCELLANEOUS

Amend Article 17.01 (Giving Notice) of the Standard General Conditions of the Construction Contract to read: Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation from whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the corresponding address on the List of Representatives in Section F "Bid Form" of this document.

Add Article 17.07 - AVAILABILITY OF FUNDS

The obligations of the District under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Okaloosa County.

Add Article 17.08 - ARREARS

The Contractor shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

Add Article 17.09 - CONTINGENT FEES

The Contractor warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this

Agreement.

Add Article 17.10 - NONDISCRIMINATION

The Contractor warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

Add Article 17.11 - AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

Add Article 17.12 - SEVERABILITY

If any term or provision in this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Add Article 17.13 - COORDINATION OF CONTRACT DOCUMENTS

The Standard Specifications, the Plans, Special Provisions, Supplemental Conditions, General Conditions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work. In addition to the work and materials specified in the Standard Specifications as being included in any specific pay item, include in such pay items additional, incidental work not specifically mentioned, when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the Work under such pay item and not stipulated as being covered under other pay items.

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

1. Modifications issued after the execution of the Agreement.
2. Addenda issued after the Bid Specifications were advertised to potential Bidders.
3. Special Provisions.
4. Technical Special Provisions.
5. Plans.
6. Special Bid Conditions
7. Supplemental Conditions
8. Standard Specifications
9. General Standard Conditions of Construction Contract

Computed dimensions govern over scaled dimensions.

ADD ARTICLE 18: INSURANCE REQUIREMENTS

Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

Workers' Compensation Insurance

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver or subrogation clause in favor of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

Business Automobile and Commercial General Liability Insurance

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-Owned & Hired motor vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- C. In addition to the required coverage in B. above, Commercial General Liability coverage shall include the following:
 - 1.) On and Off Premises Operation Liability
 - 2.) Personal Injury Liability Insurance
 - 3.) Independent Contractor Liability
 - 4.) Completed Operations and Products Liability
- D. The **CONTRACTOR** shall agree to maintain in force Commercial General Liability Insurance including Completed Operations and Products Liability coverage for at least two (2) years following acceptance of the project by the COUNTY.
- E. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the

result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Limits of Liability

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<u>COVERAGE</u>	<u>LIMIT</u>
A. Workers Compensation 1.) State 2.) Employers Liability	Statutory \$100,000 each accident
B. Business Automobile	\$1 million each occurrence (Combined Single Limit)
C. Commercial General Insurance	\$1 million each occurrence (Combined Single Limit)
D. Professional Liability	\$1 million each occurrence (Combined Single Limit)
E. Personal and Advertising Injury	\$250,000

Owner & Contractor’s Protective Liability

In addition to the liability requirements above, the **CONTRACTOR** shall, at his expense, provide an Owner and **CONTRACTOR’s** Protective Liability insurance policy issued in the name of the OWNER and ENGINEER. Coverage shall be provided under this policy for not less than the following amounts:

A. Bodily Injury	\$1 million each occurrence
B. Property Damage	\$1 million each occurrence

Notice of Claims or Litigation

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR’s** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

Indemnification and Hold Harmless

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless **COUNTY**, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this Agreement.

Certificate of Insurance

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County
602-C North Pearl Street
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIR in excess of \$10,000.00 shall be disclosed in writing. All deductibles or SIRs shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- E. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

STANDARD SPECIFICATIONS

The Standard Specifications for this project, as noted in the Contract Plans and Bid Schedule, will be as follows:

- 1) The Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, 2014 Edition.

<http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2014/Files/2014eBook.pdf>

With the following revisions:

- a) Delete all of Division 1, Sections 2-9. Replaced with Section J, Standard General Conditions of the Contract Documents.
- 2) The Florida Department of Transportation *Design Standards*, FY 2014 Edition.
<http://www.dot.state.fl.us/rddesign/DS/14/IDx/2014-DESIGN-STANDARDS.pdf>
- 3) The Contractor will be required to keep all vehicles, tools and equipment secure when not in use.

Notes:

- a) Although FDOT Standard Specifications apply to this project, Okaloosa County is the project owner and administrator. In this regard, references to "FDOT" shall be interpreted as "Okaloosa County".
- b) All indemnities, guarantees, and warranties referenced in the FDOT Standard Specifications for Road and Bridge Construction shall extend to Okaloosa County and the Engineer of Record.

APPLICATION FOR PAYMENT

PERIODIC ESTIMATE NO.: _____ PROJECT NO.: _____

WORK PERIOD BEGIN DATE: _____ END DATE: _____

ROAD NAME: _____

ORIGINAL CONTRACT SUM \$ _____

NET CHANGE BY CHANGE ORDERS \$ _____

CONTRACT SUM TO DATE \$ _____

ANALYSIS OF WORK PERFORMED

1. Value of original contract work performed previously: \$ _____
2. Work performed this month: \$ _____
3. Total value of work performed to date: \$ _____
4. Less: Amount retained at five (5%) percent: \$ _____
5. Net amount earned on contract work to date: \$ _____
6. Less: Amount of previous payment: \$ _____
7. **AMOUNT DUE THIS PAYMENT** \$ _____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of the Periodic Estimate are correct; that all work has been performed and/or materials supplied in full accordance with the terms and conditions of the contract between Okaloosa County and _____, and that the items for which payment is requested have been paid and that there are no vendors-mechanics, or other liens or conditional sales contracts which should be satisfied or discharged before such payment is made.

(Firm Name)

By: _____
(Name of Authorized Officer & Title)

CERTIFICATION OF ENGINEER

I certify that I have verified this Periodic Estimate and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor; and that the Contractor's certified statement of this account and the amount due him is correct.

Project Manager

Date: _____

CHANGE ORDER FORM

Date: _____ Contract No.: _____ Change Order No.: _____

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: _____

Summary: _____

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	
Net change by previously authorized Change Orders:	
Present Contract Price:	
This Change Order will (add/deduct):	
New Contract Price:	

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	
Original Substantial Completion Date:	
Net change by previously authorized Change Orders:	
This Change Order will (add/deduct):	
New Contract Time:	
New Substantial Completion Date:	

APPROVALS

REQUESTED BY: _____ DATE: _____

PROJECT ENGINEER: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

OWNER: _____ DATE: _____

This Change Order is an amendment to the Contract/Agreement between Contractor and the Owner, and all other contract provisions shall remain in full force and effect unless specifically amended in writing, signed by both parties.

CONTRACTOR'S RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned Notary Public in and for the said County and State personally appeared _____, representing the Contractor, _____ who being duly sworn according to law deposes and says that all labor, materials, and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract with **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS** the Owner, for _____, Contract No. _____, have been paid in full and that for the final payment in the amount of _____, the Contractor releases and discharges the Owner and- his authorized representatives from any liens or claims of any nature because of or arising from this contract and/or its performance, which it has had, has or May have in the future.

By: _____

Sworn to and subscribed before me this _____ day of _____, 2014

(Notary Public)

My Commission Expires: _____

ADVERTISEMENT OF COMPLETION

(Contractor)

(Address)

gives notice of completion of _____ (Project)

and sets _____ as the date of final settlement.

All persons and firms should file all claims for payment to the below address prior to the settlement date:

Okaloosa County (Owner)
ATTN: Contracts and Leases Coordinator
602-C North Pearl Street
Crestview FL 32536

By: _____ (Name)

_____ (Title)

Leg: _____ (Publication Dates)

CLOSEOUT DOCUMENTS CHECKLIST

DATE: _____

MANAGING DEPARTMENT: Public Works

CONTRACTOR'S NAME: _____

PROJECT TITLE: _____

The attached has met the final payment contract requirements in this contract.

1. Final Invoice with Engineer's Recommendation
2. Record (As-built) Drawing
3. Completed Final Contract Payment Approval Form
4. Close-out Documents:
 - a. Signed Release of Lien.
 - b. Proof of Completion Advertisement (4 successive weeks).
 - c. Certificate of Insurance for two year period.
(Letter from Company stating it will be maintained for 2 years w/ insurance certificate.)
 - d. Consent of Surety for Final Payment.
 - e. Proof of Performance/Payment Bond is Continued for 12 Months Following Final Payment (Letter from Company stating it will be maintained for 1 year w/ bond certificate).

4. Remarks