

OKEECHOBEE COUNTY



**CONTRACT DOCUMENTS AND
SPECIFICATIONS
FOR**

**Okeechobee County
Henry Creek Boat Ramp Installation
& Shoreline Stabilization**

Project No. 2019-06

**Okeechobee County
Parks & Recreation**

Albie Scoggins, Director
1718 NW 9th Avenue
Okeechobee, FL 34972
863-763-6950 (phone)
863-763-0662 (fax)

tgould@co.okeechobee.fl.us

OKEECHOBEE COUNTY
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
OKEECHOBEE COUNTY
HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION
BID NO. 2019-06

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**OKEECHOBEE COUNTY
PROJECT NO. 2019-06**

**Henry Creek Boat Ramp Installation
& Shoreline Stabilization**

INVITATION TO BID

Sealed BIDS will be received by Okeechobee County Board of County Commissioners at the Okeechobee County Historic Courthouse, 304 NW 2nd Street, Room 123, Okeechobee, FL 34972 until 3:00 p.m. on May 2nd, 2019. Bids will be opened by the Clerk in Room 222 and will be publicly opened and read aloud. Any BIDS received after the time specified will not be accepted.

The bids shall be based on the following:

The Scope of Work includes but is not limited to, furnishing all materials, equipment, labor and appurtenances necessary for the furnish and installation of a 30' gangway and 30' floating dock and shoreline stabilization located at the Henry Creek Boat Ramp, 10654 Highway 441 Southeast, Okeechobee, FL 34974.

All materials furnished and all work performed shall be in accordance with the Specifications and Bid Documents pertaining thereto, which may be examined at or obtained from the Okeechobee County web site at: <http://www.co.okeechobee.fl.us> under Bids and Proposals.

If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <http://www.co.okeechobee.fl.us>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid. Bids may also be received by contacting the party's as listed below.

Okeechobee County, Albie Scoggins, Director, Community Services
1718 NW 9th Avenue, Okeechobee, FL 34972
863-763-6950 (phone), 863-763-0662 (fax)
tgould@co.okeechobee.fl.us

Site visits are welcomed, but not a requirement, and will be scheduled through the office from April 15th -17th from 9:00am- 12:00 noon. Any questions pertaining to the project specifications or scope of work will be addressed to Albie Scoggins, **in writing** to the physical or e-mail address noted above, no later than **April 24th, at 12:00 pm.**

Each Contractor who has made a written request, to the physical or e-mail address noted above, will be furnished with an electronic version of the Specifications and Bid Documents via email at no cost. No partial sets of Specifications and Bid Documents will be issued. Only Specifications and Bid Documents obtained from Okeechobee County, Owner are acceptable for bidding.

If the Contract Sum is more than \$100,000, the Contractor shall furnish a Performance Bond on Standard Form 25 in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract. If the Contract amount is increased, the Owner may require a corresponding increase in the amount of the bond. The Owner may also secure additional protection by directing the Contractor to add a penal amount to the existing bond or to obtain an additional bond. The Contractor shall furnish a Payment Bond on Standard Form 25-A in amount equal to one hundred percent (100%) of the Contract sum.

HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

Okeechobee County accepts no responsibility for any expense related to preparation or delivery of proposals. The Owner reserves the right to reject any or all Bids, accept Bids in any order or combination, accept or reject portions of Bids, make modifications to the work after bidding, and waive any formality in the Bids if they deem it in their best interest to do so.

The Bidder will provide additional information including, but not limited to, a list of similar projects constructed within the past five (5) years, client references, or other financial references deemed appropriate to Contract Award.

Unless specifically prohibited by law or regulation, said bid includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.

Okeechobee County has a local vendor preference which is contained within the County's current procurement policy. Definitions, allowances and exemptions can be found in this policy. You are encouraged to review the latest version to ensure compliance with and exceptions to the local vendor preference policy. The County's vendor preference policy can be found on the County's web site at <http://www.co.okeechobee.fl.us/government/county-procurement-policy>.

Bidders will confine their bids to the project in its entirety. Partial bids will not be accepted.

Each bidder will submit with this bid, evidence that the bidder complies with all state and local requirements, to perform the work described in said Bid.

If in the opinion of the bidder, inconsistencies appear to exist in the specifications, it is the bidder's responsibility to seek clarification from the Owner, Albie Scoggins, Director, as shown above. Additionally, it is incumbent upon all bidders to conduct a personal investigation as to requirements of the County.

The Board of County Commissioners has the right to accept or reject any or all bids. Bids must be sealed and the outside of the envelope MUST be marked: **"BID – Okeechobee County Henry Creek Boat Ramp Installation & Shoreline Stabilization PROJECT NO. 2019-06"**.

BIDDER MUST SUBMIT (1) ORIGINAL AND (2) COPIES OF THE BID.

Terry Burroughs, Chair
Board of County Commissioners
Okeechobee County, FL

Sharon Robertson, Clerk of Court
Okeechobee County, FL

Publish:

TC Palm
Okeechobee News
Okeechobee County Website

BIDDER ACKNOWLEDGEMENT

SUBMIT BIDS/PROPOSALS TO:
Okeechobee County
(AN EQUAL OPPORTUNITY EMPLOYER)
304 NW 2nd Street
Okeechobee, FL 34972

**PROPOSAL FOR OKEECHOBEE COUNTY HENRY CREEK BOAT RAMP
INSTALLATION & SHORELINE STABILIZATION, PROJECT No. 2019-06.**

MAILING ADDRESS:

Federal Employer ID or SS#:

Telephone:

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the Okeechobee County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County renders final payment to the bidder.

Signature:

Type Name:

Title:

Date:

OKEECHOBEE COUNTY
HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

PROJECT No. 2019-06

INSURANCE REQUIREMENTS

WORKERS COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOTIVE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) the policy shall be endorsed to provide contractually liability coverage.

EVIDENCE OF INSURANCE:

The (Contractor/Vendor) shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before commencement of any work activities.

BID FORM

OKEECHOBEE COUNTY
Henry Creek Boat Ramp Installation
& Shoreline Stabilization
BID NO. 2019-06

THIS BID IS SUBMITTED TO:

OKEECHOBEE COUNTY

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 Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds, Insurance and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No: _____ Dated:

Addendum No: _____ Dated:

Addendum No: _____ Dated:

Addendum No: _____ Dated:

Bidder's Name

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigation, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given OWNER written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induces or solicited any other Bidder to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER.
- (i) Bidder agrees that the work will be substantially complete within (30) thirty calendar days after the date stipulated in the Notice to Proceed.

- (j) Liquidated damages relating to the failure to achieve substantial completion on time shall be assessed in the amount of \$100.00 per day for each calendar day the project is not substantially complete after the substantial completion date.
- (k) The Bidder has attached to this Bid Proposal the Bidders proposed Schedule of Values allocating the bid amount to the various portion of the Work. This schedule, subject to approval by the Owner, shall be used as a basis for reviewing the Contractor's application for payment.
- (l) The Bidder further proposes and agrees to commence work under his Contract within ten (10) calendar days following receipt of official Notice to Proceed on the date stipulated in such Notice.
- (m) After the date of Substantial Completion of the Work, an additional fourteen (14) calendar days will be allowed for the following:
 - 1. Completion of all punch list items.
 - 2. Re-cleaning required by work on Item 1.
 - 3. Minor site work which does not in any way hinder access or occupancy of the building.
 - 4. Removal of equipment, excess materials and debris from the site.
- (n) The Bidder further proposes and agrees that, in case of failure on his part to execute the said Contract and the Bonds within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the cashier's check or Bid Bond accompanying this Bid, and the monies payable thereon, shall be paid into the funds of the Board of County Commissioners of Okeechobee County, Florida, as liquidated damages for such failure; otherwise the cashier's check or Bid Bond accompanying this Bid shall be returned to the undersigned.
- (o) Attached hereto is a cashier's check or Bid Bond in the amount of _____ Dollars, which is five percent (5%) of the Base Bid, made payable to the Board of County Commissioners of Okeechobee County, Florida; the List of Subcontractors/Material Suppliers; and Contractor's Qualification Statement as required by the Instructions to Bidders.
- (p) Unless specifically prohibited by law or regulation, said bid includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.

Bidder's Name

BID SCHEDULE

TO: BOARD OF COUNTY COMMISSIONERS OKEECHOBEE COUNTY

(Please fill in all blanks and return with your proposal.)

The undersigned, hereafter called the bidder, hereby declares that he has carefully examined the site of the proposed work, also the plans and specifications noted thereon, and does hereby agree to furnish all labor, materials, tools equipment and incidentals and to sustain all the expenses incurred in doing the work in strict accordance with the said plans which are referred to and made a part thereof at the following prices to-wit.

Bidder proposes and agrees, if the Bid is accepted, to contract with the Board of County Commissioners of Okeechobee County, Florida, in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work in full and complete in accordance with the shown, noted, described and intended requirements of the Contract Documents to the full and entire satisfaction of the Board of County Commissioners of Okeechobee County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following lump sum which is designated as the Base Bid:

SCOPE OF WORK

The Scope of Work includes but is not limited to, furnishing all materials, equipment, labor and appurtenances necessary for the complete stabilization of the shoreline as well as the installation of a dock and gangway at the Henry Creek boat ramp located at 10654 Highway 441 SE, Okeechobee, FL 34974. All work must follow any and all guidelines as specified in the permit issued to Okeechobee County by the South Florida Water Management District

DOCK AND GANGWAY SPECIFICATIONS

Furnish all materials, equipment, labor and appurtenances necessary to construct and install a 6'x30' ADA accessible gangway and a 6'x30' floating dock. Specifications for the construction of the dock and gangway shall be as follows and as shown in Exhibit B;

- Gangway and dock to have a mill finish with integrated non-slip design and have wood fenders of #2 pressure treated lumber.
- All hardware shall be stainless steel, and any welding fabrication must meet or exceed current standards or code.
- All dimensions shall be frame to frame
- The dock shall have both internal and external pile guides having an 8" clearance.
- The floating dock shall be corrugated aluminum pontoon shell and be fully encased with solid polyurethane foam at 2 pounds/cubic foot.

HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

- The dock will have no less than 6(six) aluminum cleats, 3(three) on each side of the dock as shown.
- The gangway shall have fully welded ADA compliant hand/grab rail and a transition plate to the floating dock.

INSTALLATION

The bidder shall be responsible for furnishing all materials, equipment, labor and appurtenances necessary for the complete installation of the dock and gangway as directed below;

- 6" schedule 40 galvanized pipe shall be used to secure the dock in the pile guides. The pipe must be no less than 25' in length and driven to a minimum depth of 10' below the mudline. Each pipe is to have a vinyl cone cap that will be secured accordingly.
- The dock and gangway must be free floating without being permanently secured to the piles.
- A seawall or an abutment shall be installed at a location approved by the county to secure the gangway to. This concrete structure must be installed before the Rip Rap and act as a landing and stabilization point for the gangway. The gangway shall be bolted or secured to the structure and not pose any hazards or accessibility restrictions to users.

RIP RAP AND SHORELINE STABILIZATION

The bidder shall be responsible for furnishing all materials, equipment, labor and appurtenances necessary for the stabilization of the shoreline as specified below and as shown in Exhibit A, and as detailed in the permit guidelines issued by South Florida Water Management District. (Exhibit B)

- Rip Rap material will be supplied by South Florida Water Management District and will be installed by the bidder.
- GeoTextile Filter Fabric shall be provided by the bidder/contractor.
- The bidder/contractor shall be responsible for the removal and disposal of any old existing erosion matting that cannot be reused.
- Rip Rap and GeoTextile Filter Fabric shall extend no less than 12' from each side of the boat ramp and 7' into the water, as shown in Exhibit A & B
- The GeoTextile Filter Fabric must be 8.0 oz. thick per square yard and shall extend to the toe of canal bank along with the rip rap.
- Rip Rap must maintain a thickness of 18"-20" extending a minimum of 2' above mean water height or match the existing rip rap, to the canal bottom, as shown, and be in accordance with FDOT specifications.

Total Base Bid amount \$ _____

Total Written Amount:

Bidder's Name

Communications concerning this Bid shall be addressed to:

Okeechobee County
Albie Scoggins - Director
Community Services
1718 NW 9th Avenue
Okeechobee, FL 34972
Phone: (863)763-6950
Fax: (863) 763-0662
Email: tgould@co.okeechobee.fl.us

The terms used in this Bid which are defined in the County Contract and Supplementary General Conditions of the Construction Documents and included as part of the Contract Documents including all construction plans have the meanings assigned to them in the General Conditions.

SUBMITTED on _____, 20 .

Bidder's Name

If BIDDER is:

HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

An Individual

By:

_____ (Individual's Name) (SEAL)

Doing business as:

Business Address:

Phone No:

A Partnership:

By:

_____ (Firm's Name) (SEAL)

(General Partner)

Business Address:

Phone No:

_____ Bidder's Name

A Corporation:

HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

By:

(Corporation Name)

(State of Incorporation)

By:

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest:

(Secretary)

Business Address:

Phone No:

A Joint Venture:

By:

(Name)

(Address)

By:

(Name)

(Address)

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

Bidder's Name

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
_____, Secretary of the Corporation named as
Principal in the within bond; that _____, who
signed the said bond on behalf of the Principal was then _____ of
said corporation; that I know their signature thereto is genuine; and that said bond was duly
signed, sealed and attested to for and on behalf of said corporation by authority of this
governing body.

_____ (Corporate)
_____ (Seal)
Title: _____

Bidder's Name

**HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION
COUNTY BID NO. 2019-06**

BID SCHEDULE

TOTAL BID \$ _____

(Written Total Dollar Amount)

(NOTE: Any discrepancy between the written and numerical, the written prevails.)

SUBSTANTIAL COMPLETION TIME: 30 (thirty) CALENDAR DAYS

Bidder: _____

Address: _____

By: _____

Title: _____

Signature: _____

Attest: _____

(CORPORATE SEAL)

END OF SECTION

Bidder's Name

1" = 60'



Project No.: 189:001007

2525 Drane Field Rd.
Suite 7
Lakeland, FL 33811
Tel: 865-646-4771

CIVIL SURV
A Tradition of Innovative Engineering

Certificate of
Authorization
No. 28988

Henry Creek Dock
and Shore Stabilization
Okeechobee County
Okeechobee, Florida

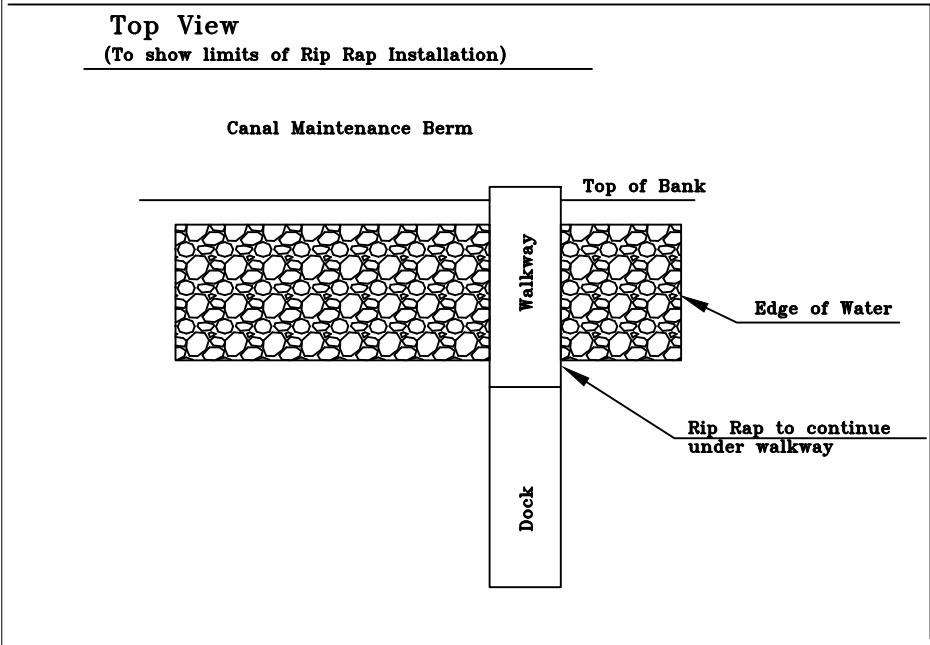
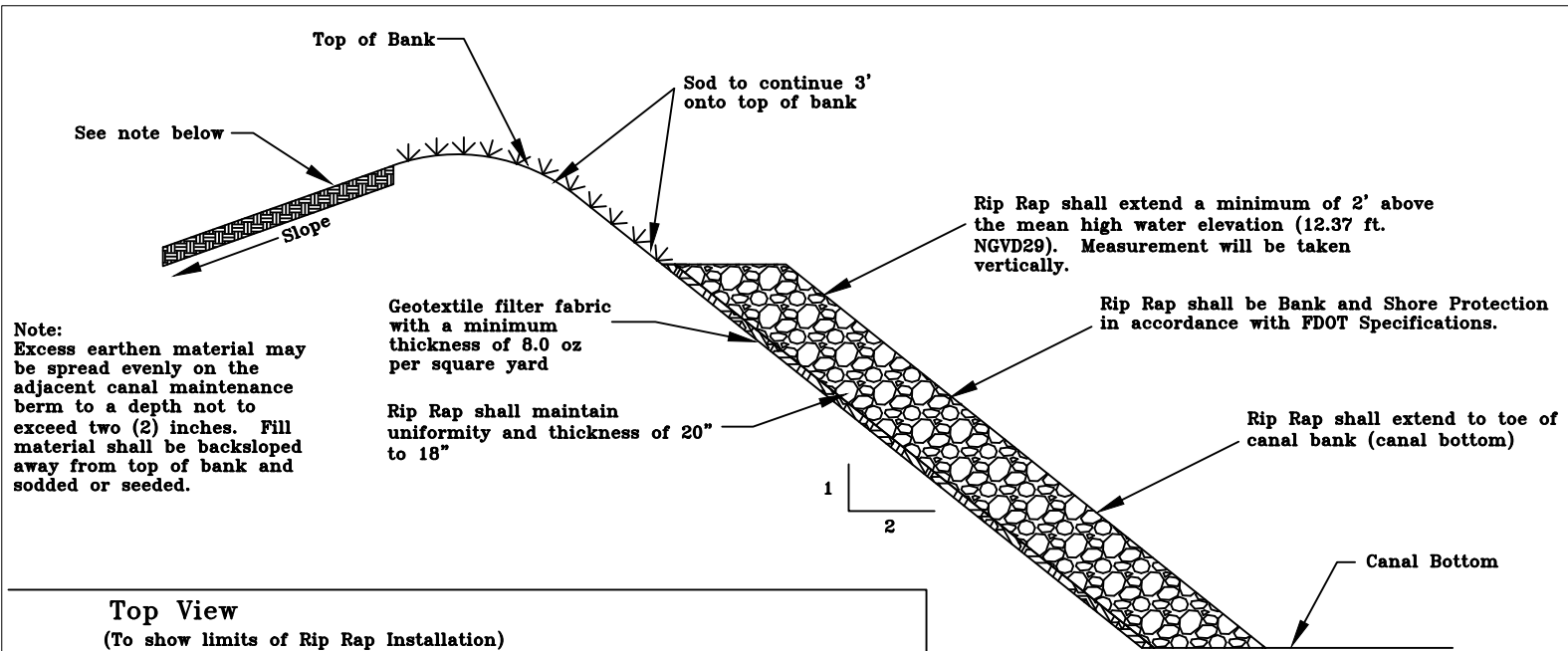
FIGURE

1

TYPICAL RIP RAP INSTALLATION HENRY CREEK BOAT RAMP & DOCK

Project No.: 189:001007

FIGURE
2



Henry Creek Dock
and Shore Stabilization
Okeechobee County
Okeechobee, Florida

2525 Drane Field Rd.
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

CIVIL SURV
A Tradition of Innovative Engineering

Certificate of
Authorization
No. 28988



SFWMD NOTICE GENERAL PERMIT NO. 15189
(NON-ASSIGNABLE)

Rev: 9/99

DATE ISSUED: **March 13, 2019**

AUTHORIZING: **6' X 30' ALUMINUM FLOATING DOCK, GANGWAY, AND RUBBLE RIP-RAP WITHIN THE NORTH RIGHT OF WAY OF L-47 BETWEEN G-36 AND U.S.-441.**

LOCATED IN: **OKEECHOBEE COUNTY, SECTION 15 TOWNSHIP 38S RANGE 36E**

ISSUED TO: **OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS
10654 U.S. HIGHWAY SE
OKEECHOBEE, FL 34974**

This permit is issued pursuant to Application No. **18-1017-1** dated **October 17, 2018** and permittee's agreement to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, maintenance or use of the work or structure involved in the Permit. Said application, including all plans and specifications attached thereto, is by reference made a part hereof. The permittee, by acceptance of this permit, hereby agrees that he/she shall promptly comply with all orders of the District and shall alter, repair or remove his/her use solely at his/her expense in a timely fashion. Permittee shall comply with all laws and rules administered by the District. This permit does not convey to permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation, or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued by the District as a revocable license to use or occupy District works or lands. It does not create any right or entitlement, either legal or equitable, to the continued use of the District works or lands. Since this permit conveys no right to the continued use of the District works or lands, the District is under no obligation to transfer this permit to any subsequent party. By acceptance of this permit, the permittee expressly acknowledges that the permittee bears all risk of loss as a result of revocation of this permit.

WORK PROPOSED MUST BE COMPLETED ON OR BEFORE March 31, 2020.

Otherwise, this permit is void and all rights there under are automatically canceled unless permittee applies for, in writing, a request for extension to the construction period and such request is received by the District on or before the expiration date and such request is granted, in writing, by the District.

SPECIAL CONDITIONS (SPECIFIC PROJECT CONDITIONS) AND LIMITING CONDITIONS ON ATTACHED SHEETS ARE A PART OF THIS DOCUMENT.

FILED ON March 13, 2019
BY Eliu Cueto
DEPUTY CLERK

BY: [Signature]
John Hixenbaugh, J.D., AICP CUD
Section Administrator
Right of Way Section

Original Mailed to Permittee on 3-13-19 by Eliu Cueto

C: Rollo Ridley
OKEECHOBEE FIELD STATION
(863) 462-5280, Extension 3144

PERMIT NO. 15189

March 13, 2019

SPECIAL CONDITIONS ARE AS FOLLOWS:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION OR UTILIZATION OF THE DISTRICT'S RIGHT OF WAY, THE PERMITTEE IS REQUIRED TO CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT AND SCHEDULE A PRE-CONSTRUCTION MEETING.
2. IMMEDIATELY UPON COMPLETION OF THE AUTHORIZED WORK, THE PERMITTEE SHALL CONTACT THE DISTRICT'S FIELD REPRESENTATIVE LISTED ON THE FACE OF THIS PERMIT SO THAT A FINAL INSPECTION MAY BE SCHEDULED.
3. THE PERMITTEE IS REQUIRED TO SUBMIT AN APPLICATION FOR SECTION 408 REVIEW DIRECTLY TO THE U.S. ARMY CORPS OF ENGINEERS: FOR OKEECHOBEE AND MARTIN COUNTIES, MAIL TO: U.S. ARMY CORPS OF ENGINEERS, 4400 PGA BLVD., STE. 203, PALM BEACH GARDENS, FL 33410; TELEPHONE (561) 472-3504. EMAIL CONTACT: WEST.PB.RO@USACE.ARMY.MIL. THIS PERMIT 15189 IS ISSUED CONTINGENT UPON THE PERMITTEE RECEIVING WRITTEN SECTION 408 APPROVAL FROM THE U.S. ARMY CORPS OF ENGINEERS AND SHALL NOT BECOME EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN OBTAINED.
4. THE DISTRICT SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO ANY IMPROVEMENTS AND/OR RELATED APPURTENANCES AUTHORIZED BY THIS PERMIT, INCLUDING VESSELS DOCKED THERETO, AS A RESULT OF WATER LEVEL FLUCTUATIONS, FLOWS OR THE OPERATIONS OF ITS WATER CONTROL STRUCTURES AND/OR THE WATER MANAGEMENT SYSTEM.
5. THE DOCKING FACILITIES, INCLUDING ASSOCIATED MOORING FACILITIES AND VESSELS MOORED THERETO, MUST NOT EXTEND INTO THE CHANNEL MORE THAN 25% OF THE ENTIRE WIDTH OF THE CANAL (AS MEASURED FROM EITHER MEAN HIGH WATER OR BULKHEAD LINE, WHICHEVER APPLIES).
6. THE DOCK SHALL NOT INCORPORATE WALLS OR OTHER SIMILAR ENCLOSURES WHETHER SOLID, PARTLY SOLID, SCREENED OR TRANSPARENT, REGARDLESS OF THE TYPE OF MATERIAL TO BE USED.
7. THE PERMITTEE SHALL NOT SELL, RENT OR LEASE DOCK SPACE.
8. THE PERMITTEE SHALL NOT USE OR ALLOW THE USE OF ANY PORTION OF THE DOCKING FACILITIES OR ASSOCIATED APPURTENANCES AS EITHER A TEMPORARY OR PERMANENT PLACE OF RESIDENCE; NOR SHALL THE PERMITTEE MOOR OR ALLOW THE MOORING OF HOUSEBOATS OR OTHER VESSELS BEING USED AS EITHER A TEMPORARY OR PERMANENT PLACE OF RESIDENCE.
9. DOCK STORAGE LOCKER OR BOX CONTENTS IS LIMITED TO FISHING OR BOAT-RELATED EQUIPMENT, SUCH AS FLOTATION DEVICES, ROPE AND LINE, FIRST AID ARTICLES AND FIRE EXTINGUISHERS. THE STORAGE OF PESTICIDES, FUEL OILS OR OTHER PETROLEUM PRODUCTS INCLUDING PAINTS, THINNERS AND SOLVENTS IS NOT AUTHORIZED. IF FOUND TO BE ON-SITE DURING THE DISTRICT'S INSPECTIONS, THE PRESENCE OF SUCH UNAUTHORIZED ITEMS WILL BE GROUNDS FOR PERMIT REVOCATION.
10. THE PERMITTEE SHALL INSTALL THE AUTHORIZED MATERIAL ON THE SIDE SLOPE BEGINNING AT THE TOP OF THE CANAL BANK EXTENDING DOWN THE SIDE SLOPE WATERWARD TO A POINT APPROXIMATELY TWO (2) FEET BELOW THE MEAN LOW WATER LINE FOR THE ENTIRE LENGTH OF THE PROJECT.
11. RIP-RAP SHALL CONSIST OF CLEAN, ENVIRONMENTALLY ACCEPTABLE MATERIALS, SUCH AS NATURAL LIMEROCK, 12" TO 18" IN DIAMETER WITH NO REINFORCING RODS OR METAL PROTRUSIONS.
12. THE AUTHORIZED RUBBLE RIP-RAP SHALL BE OF ADEQUATE DESIGN TO REMAIN INTACT DURING EXTREME FLOWS AND DISCHARGES.
13. AT NO TIME SHALL THE CANAL BE BLOCKED OR FLOWS OTHERWISE RESTRICTED OR IMPEDED. THIS RESTRICTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE USE OF DAMS OR FILL IN THE CANAL DURING ALL PHASES OF CONSTRUCTION AND ANY SUBSEQUENT FUTURE MAINTENANCE OPERATIONS. IF THE WORK APPROVED BY THIS PERMIT REQUIRES THE CLOSURE, PARTIAL CLOSURE OR MODIFICATION TO CANAL CONVEYANCE, MODIFICATION OF THIS PERMIT MAY BE REQUIRED, SUBJECT TO DISTRICT REVIEW OF THE PERMITTEE'S WORKPLAN AND CONSTRUCTION WORK SEQUENCE AND SCHEDULE. PLEASE BE ADVISED THAT NO SUCH WORK SHALL BEGIN UNTIL WRITTEN AUTHORIZATION HAS BEEN RECEIVED, AND IF REQUIRED, THE PERMIT DULY MODIFIED. THE PERMITTEE SHALL BE REQUIRED TO CONTACT THE FIELD REPRESENTATIVE WHOSE NAME APPEARS ON THE FACE OF THIS PERMIT TO REQUEST SUCH WRITTEN AUTHORIZATION OR TO DETERMINE IF MODIFICATION OF THE PERMIT IS REQUIRED.
14. THE DISTRICT'S FIELD REPRESENTATIVE SHALL HAVE SOLE AUTHORITY TO DETERMINE WHETHER THE PERMITTEE'S METHODS OF CONSTRUCTION, INTERIM WORK, CONSTRUCTION ACTIVITY OR USE OF THE RIGHT OF WAY IS IN CONFORMANCE WITH THE PERMIT AUTHORIZATION, INCLUDING TERMS AND CONDITIONS, THE APPLICATION, RESPONSES OR STATEMENTS MADE BY THE PERMITTEE DURING APPLICATION PROCESSING, AND SUPPORTING DOCUMENTS INCORPORATED INTO THE PERMIT FILE. IN THE EVENT THAT THE DISTRICT'S FIELD REPRESENTATIVE DETERMINES THAT THE PERMITTEE'S ACTIVITIES ARE NOT IN CONFORMANCE, HE/SHE SHALL ISSUE A STOP WORK ORDER TO THE PERMITTEE UNTIL SUCH NONCONFORMANCE HAS BEEN RESOLVED TO THE SATISFACTION OF THE DISTRICT. IF PERMITTEE CHOOSES TO PROCEED WITH THE WORK AUTHORIZED BY THIS

PERMIT NO. 15189

March 13, 2019

CONTINUED SPECIAL CONDITIONS ARE AS FOLLOWS:

PERMIT, PERMITTEE ACKNOWLEDGES THIS CONDITION AND AGREES TO CEASE ALL ACTIVITY IN THE DISTRICT'S RIGHT OF WAY IMMEDIATELY UPON RECEIPT OF THE STOP WORK ORDER.

15. THE PERMITTEE IS PUT ON NOTICE THAT, PRIOR TO THE PLACEMENT OF ADDITIONAL FACILITIES OR ALTERATIONS TO EXISTING FACILITIES OTHER THAN THOSE AUTHORIZED BY THIS PERMIT, A MODIFICATION OF THIS PERMIT WILL FIRST BE REQUIRED.
16. THIS PERMIT SHALL NOT BECOME VALID UNTIL ALL OTHER REQUIRED SOUTH FLORIDA WATER MANAGEMENT DISTRICT, LOCAL, COUNTY AND/OR STATE PERMITS OR OTHER AFFECTED PARTIES' APPROVALS HAVE BEEN OBTAINED. THE PERMITTEE SHALL COMPLY WITH ANY MORE STRINGENT CONDITIONS SET FORTH IN OTHER REQUIRED PERMITS AND APPROVALS.
17. A COPY OF THE PERMIT PACKAGE WILL BE KEPT AT THE JOB SITE UNTIL COMPLETION OF ALL PHASES OF CONSTRUCTION AND ACCEPTANCE OF THE CONSTRUCTED FACILITIES AND RESTORATION OF THE RIGHT OF WAY BY THE DISTRICT'S FIELD REPRESENTATIVE.
18. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION MATERIALS AND DEBRIS FROM THE DISTRICT'S CANAL AND RIGHT OF WAY; AND, FOR THE REPAIR, REPLACEMENT AND RESTORATION OF ANY SECTIONS OF THE DISTRICT'S RIGHT OF WAY DAMAGED OR DISTURBED AS A RESULT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT. RESTORATION SHALL BE TO THE SATISFACTION OF THE DISTRICT AND MAY INCLUDE PLACEMENT OF FILTER FABRIC CLOTH, RIP-RAP AND/OR GRADING/RE-SHAPING, SEEDING, RE-SODDING WITH ARGENTINE BAHIA GRASS OR OTHER SPECIES RECOGNIZED BY THE DISTRICT AS DROUGHT TOLERANT.
19. SHOULD THE AUTHORIZED ACTIVITIES OR PLACEMENT OF THE AUTHORIZED FACILITIES WITHIN THE DISTRICT'S RIGHT OF WAY OR MAINTENANCE OF SAME ATTRIBUTE TO SHOALING, EROSION OR WASH-OUTS OF THE DISTRICT'S RIGHT OF WAY, BERM OR SIDE SLOPE OF THE CANAL, IT IS THE PERMITTEE'S SOLE RESPONSIBILITY AND EXPENSE TO, UPON NOTIFICATION FROM THE DISTRICT, IMMEDIATELY TAKE APPROPRIATE STEPS TO RESTORE THE RIGHT OF WAY TO THE SATISFACTION OF THE DISTRICT.
20. AT NO TIME SHALL THE PERMITTEE PLACE PERMANENT OR SEMI-PERMANENT ABOVE-GROUND ENCROACHMENTS OR FACILITIES WITHIN ANY PORTION OF THE DISTRICT'S RIGHT OF WAY INCLUDING AND NOT LIMITED TO THE 40 FOOT WIDE STRIP OF LAND LYING PARALLEL TO THE CANAL AS MEASURED FROM THE TOP OF THE EXISTING CANAL BANK LANDWARD, UNLESS OTHERWISE SPECIFICALLY AUTHORIZED IN THIS PERMIT.
21. THE PERMITTEE IS PUT ON NOTICE THAT THE DISTRICT HAS NO CONTROL OVER THE SALE OR TRANSFER OF REAL OR PERSONAL PROPERTY. THEREFORE, IT IS THE SOLE OBLIGATION OF A PERMITTEE TO DISCLOSE THE EXISTENCE OF THIS RIGHT OF WAY OCCUPANCY PERMIT, INCLUDING ITS TERMS AND CONDITIONS TO PROSPECTIVE PURCHASERS. UPON CONVEYANCE OF THE PROPERTY, THE NEW OWNER MUST SUBMIT A WRITTEN REQUEST THAT THE DISTRICT TRANSFER THE PERMIT INTO HIS/HER NAME(S).

END.

40E-6.381. Limiting Conditions.

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, Permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

(1) All structures on District works for lands constructed by Permittee shall remain the property of Permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

(2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, Permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the Permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by Permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by Permittee in order to meet Permittee's duty to incorporate safety features, as set forth above.

(3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

(4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the Permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and Permittee shall be responsible for all removal and restoration costs.

(5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the

permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

(6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

(7) The District does not waive sovereign immunity in any respect.

(8) The Permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- (a) discharge of debris or aquatic weeds into the works of the District;
- (b) causing erosion or shoaling within the works of the District;
- (c) planting trees or shrubs or erecting structures which limit or prohibit access by

District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.

- (d) leaving construction or other debris on the District's right of way or waterway;
- (e) damaging District berms and levees;
- (f) the removal of District owned spoil material;
- (g) removal of or damage to District locks, gates, and fencing;
- (h) opening of District rights of way to unauthorized vehicular access; or
- (i) running or allowing livestock on the District's right of way.

(9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

(10) Permittee shall allow the District to inspect the permitted use at any reasonable time.

(11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the Permittee's use.

(12) This permit is a non-exclusive revocable license. Permittee shall not interfere with any other existing or future permitted uses or facilities authorized by the District.

(13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U.S. Army Corps of Engineers for the works of the District.

(14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

(15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the Permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the Permittee to pay all taxes due and payable.

(16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

(17) Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is. Governmental entities and utilities are not subject to this provision.

(18) Permittee shall be responsible for the repair or replacement of any existing facilities located within the District's right of way which are damaged as a result of the installation or maintenance of the authorized facility.

(19) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

(20) It is the responsibility of the Permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the Permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

(21) It is the responsibility of the Permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

(22) Special Conditions that are site specific shall be incorporated into every Permit as may be necessary in the best interest of the District.

(23) The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History--New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24- 91, 9-15-99, 8-12-13.

Application to the South Florida Water Management District for Issuance of a Right of Way Occupancy Permit

RECEIVED

OCT 17 2018

RIGHT OF WAY

3301 Gun Club Road, West Palm Beach, FL 33406-3007
 Telephone (561) 686-8800 FL WATS Line 1-800-432-2045
 Attention: Right of Way Permitting
 Application No. _____

18-1017-1

Permittee/Owner(s) Full Name (include all Permittee/Owner(s) if applicable) Okeechobee County Board of County Commissioners				
Email Address rchartier@co.okeechobee.fl.us				
Street Address 10654 HWY 441 SE	City Okeechobee	State FL	ZIP 34974	Telephone No. (863) 763-6950
Agents' Name (if applicable) Albie Scoggins, Community Services Director				
Email Address ascoggins@co.okeechobee.fl.us				
Street Address 304 SW 2nd Street Room 123	City Okeechobee	State FL	ZIP 34972	Telephone No. (863) 763-6441 Opt. 1
REQUESTED USE				
<input checked="" type="checkbox"/> New Permit <input type="checkbox"/> Modification of Existing Permit (Permit Number) _____ <input type="checkbox"/> Proposed <input type="checkbox"/> Existing <input type="checkbox"/> Both				
LOCATION OF PROJECT				
<small>(Note: Copy of recent property/boundary survey and aerial map of property tied to a well-known landmark must be provided)</small>				
Work or Land (canal or levee) Involved L-47 Located East of Henry Creek Lock	County Okeechobee	Section 15	Township 38 South	Range 36 East
Lot No. N/A	Block No. N/A	Subdivision Name N/A		
DESCRIPTION OF PROJECT				
<small>(Note: Check all uses/facilities that apply)</small>				
<input type="checkbox"/> Bridge <input type="checkbox"/> Bulkhead/Seawall <input type="checkbox"/> Culvert <input checked="" type="checkbox"/> Dock <input type="checkbox"/> Fencing <input type="checkbox"/> Landscaping <input type="checkbox"/> Temporary Use (access/storage) <input type="checkbox"/> Utility Installation <input type="checkbox"/> Other (include description below)				

40E-6.381 LIMITING CONDITIONS

The District's authorization to utilize lands and other works constitutes a revocable license (including both notice general permits and standard permits). In consideration for receipt of that license, permittees shall agree to be bound by the following standard limiting conditions, which shall be included within all permits issued pursuant to this chapter:

1) All structures on District works or lands constructed by permittee shall remain the property of permittee, who shall be solely responsible for ensuring that such structures and other uses remain in good and safe condition. Permittees are advised that other federal, state and local safety standards may govern the occupancy and use of the District's lands and works. The District assumes no duty with regard to ensuring that such uses are so maintained and assumes no liability with regard to injuries caused to others by any such failure.

2) Permittee solely acknowledges and accepts the duty and all associated responsibilities to incorporate safety features, which meet applicable engineering practice and accepted industry standards, into the design, construction, operation and continued maintenance of the permitted facilities/authorized use. This duty shall include, but not be limited to, permittee's consideration of the District's regulation and potential fluctuation, without notice, of water levels in canals and works, as well as the permittee's consideration of upgrades and modifications to the permitted facilities/authorized use which may be necessary to meet any future changes to applicable engineering practice and accepted industry standards. Permittee acknowledges that the District's review and issuance of this permit, including, but not limited to, any field inspections performed by the District, does not in any way consider or ensure that the permitted facilities/authorized use is planned, designed, engineered, constructed, or will be operated, maintained or modified so as to meet applicable engineering practice and accepted industry standards, or otherwise provide any safety protections. Permittee further acknowledges that any inquiries, discussions, or representations, whether verbal or written, by or with any District staff or representative during the permit review and issuance process, including, but not limited to, any field inspections, shall not in any way be relied upon by permittee as the District's assumption of any duty to incorporate safety features, as set forth above, and shall also not be relied upon by permittee in order to meet permittee's duty to incorporate safety features, as set forth above.

3) Permittee agrees to abide by all of the terms and conditions of this permit, including any representations made on the permit application and related documents. This permit shall be subject to the requirements of Chapter 373, F.S., and Chapter 40E-6, F.A.C., including all subsequent rule and criteria revisions. Permittee agrees to pay all removal and restoration costs, investigative costs, court costs and reasonable attorney's fees, including appeals, resulting from any action taken by the District to obtain compliance with the conditions of the permit or removal of the permitted use. If District legal action is taken by staff counsel, "reasonable attorney's fees" is understood to mean the fair market value of the services provided, based upon what a private attorney would charge.

4) This permit does not create any vested rights, and except for governmental entities and utilities, is revocable at will upon reasonable prior written notice. Permittee bears all risk of loss as to monies expended in furtherance of the permitted use. Upon revocation, the permittee shall promptly modify, relocate or remove the permitted use and properly restore the right of way to the District's satisfaction. In the event of failure to so comply within the specified time, the District may remove the permitted use and permittee shall be responsible for all removal and restoration costs.

5) This permit does not convey any property rights nor any rights or privileges other than those specified herein and this permit shall not, in any way, be construed as an abandonment or any other such impairment or disposition of the District's property rights. The District approves the permitted use only to the extent of its interest in the works of the District. Permittee shall obtain all other necessary federal, state, local, special district and private authorizations prior to the start of any construction or alteration authorized by the permit. Permittee shall comply with any more stringent conditions or provisions which may be set forth in other required permits or other authorizations. The District, however, assumes no duty to ensure that any such authorizations have been obtained or to protect the legal rights of the underlying fee owner, in those instances where the District owns less than fee.

6) Unless specifically prohibited or limited by statute, Permittee agrees to indemnify, defend and save the District (which used herein includes the District and its past, present and/or future employees, agents, representatives, officers and/or Governing Board members and any of their successors and assigns) from and against any and all lawsuits, actions, claims, demands, losses, expenses, costs, attorneys fees (including but not limited to the fair market value of the District's in-house attorneys' fees based upon private attorneys' fees/rates), judgments and liabilities which arise from or may be related to the ownership, construction, maintenance or operation of the permitted use or the possession, utilization, maintenance, occupancy or ingress and egress of the District's right of way which arise directly or indirectly and are caused in whole or in part by the acts, omissions or negligence of the Permittee or of third parties. Permittee agrees to provide legal counsel acceptable to the District if requested for the defense of any such claims.

7) The District does not waive sovereign immunity in any respect.

8) The permittee shall not engage in any activity regarding the permitted use which interferes with the construction, alteration, maintenance or operation of the works of the District, including:

- a) discharge of debris or aquatic weeds into the works of the District;
- b) causing erosion or shoaling within the works of the District;
- c) planting trees or shrubs or erecting structures which limit or prohibit access by District equipment and vehicles, except as may be authorized by the permit. Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in (a), (b), and (c), above.

Permittee shall be responsible for any costs incurred by the District resulting from any such interference, as set forth in a), b), and c), above;

- d) leaving construction or other debris on the District's right of way or waterway;
- e) damaging District berms and levees;

- f) the removal of District owned spoil material;
- g) removal of or damage to District locks, gates, and fencing;
- h) opening of District rights of way to unauthorized vehicular access; or
- i) running or allowing livestock on the District's right of way.

9) The District is not responsible for any personal injury or property damage which may directly or indirectly result from the use of water from the District's canal or any activities which may include use or contact with water from the District's canal, since the District periodically sprays its canals for aquatic weed control purposes and uses substances which may be harmful to human health or plant life.

10) Permittee shall allow the District to inspect the permitted use at any reasonable time.

11) Permittee shall allow, without charge or any interference, the District, its employees, agents, and contractors, to utilize the permitted facilities before, during and after construction for the purpose of conducting the District's, routine and emergency, canal operation, maintenance, and construction activities. To the extent there is any conflicting use, the District's use shall have priority over the permittee's use.

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13) The District has the right to change, regulate, limit, schedule, or suspend discharges into, or withdrawals from, works of the District in accordance with criteria established by the Big Cypress Basin, the District, or the U. S. Army Corps of Engineers for the works of the District.

14) If the use involves the construction of facilities for a non exempt water withdrawal or surface water discharge, the applicant must apply for and obtain a water use or surface water management permit before or concurrently with any activities which may be conducted pursuant to the right of way occupancy permit.

15) The District shall notify the local ad valorem taxing authority of the lands affected by the permitted use, where the permittee owns the underlying fee and derives a substantial benefit from the permitted use. The taxing authority may reinstate such lands on the tax roll. Failure to pay all taxes in a timely manner shall result in permit revocation. Such permit revocation shall not alleviate the responsibility of the permittee to pay all taxes due and payable.

16) Permittee shall provide prior written notice to their successors in title of the permit and its terms and conditions.

17) Permittee authorizes the District to record a Notice of Permit through filing the appropriate notice in the public records of the county or counties where the project is located. Governmental entities and utilities are not subject to this provision.

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19) All obligations under the terms of this permit authorization and any subsequent modifications hereto shall be joint and several as to all owners.

20) It is the responsibility of the permittee to make prospective bidders aware of the terms and conditions of this permit. It shall be the responsibility of the permittee's contractors to understand the terms and conditions of this permit and govern themselves accordingly.

21) It is the responsibility of the permittee to bring to the attention of the District any conflict in the permit authorization or permit conditions in order that they may be resolved prior to the start of construction. In resolving such conflicts the District's determination will be final.

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23) The District is not responsible for the repair of or claims of damage to any facilities and uses which may incur damage resulting from the District's utilization of its rights of way or use by third parties. Improvements placed within the right of way are done so at the sole risk of the owner.

Rulemaking Authority 373.044, 373.113 FS. Law Implemented 373.085(1), 373.086, 373.103, 373.109, 373.129, 373.1395, 373.603, 373.609, 373.613 FS. History—New 9-3-81, Formerly 16K-5.01(2), 16K-5.02(2), 16K-5.03(2), 16K-5.04(4), 16K-5.05, Amended 5-30-82, 12-29-86, 12-24-91, 9-15-99

In compliance with provisions of Chapter 373, Florida Statutes and Chapter 40E-6, Florida Administrative Code, application is hereby made for a Right of Way Occupancy Permit in accordance with support drawings, data and incidental information filed with this application and made a part of this application. I hereby certify that all information contained in or made a part hereof is true and correct to the best of my knowledge, that any permit issued shall require that the permitted use be constructed and operated in accordance with such information.

I further certify that I have read the Standard Limiting Conditions appearing on this application and understand that said conditions will be incorporated within any permit issued pursuant to the application, unless expressly waived by the Governing Board. I further acknowledge that the SFWMD may incorporate additional special conditions as may be necessary in the best interest of the District.

In signing this application, I acknowledge that failure to comply with all conditions of this permit may result in permit revocation, financial assurance or bond forfeiture, and remedial action against me by the SFWMD. I assume full responsibility for the actions of all my employees, agents and persons, whether under direct contractual obligation to me or indirectly, with respect to compliance with the conditions and limitations contained within this application or within a permit issued as a result of this application.

NOTE: Either Permittee/Owner – or – Agent can sign

<u>Robbie Chartier, County Administrator</u> Permittee/Owner's Name (print or type)	<u><i>Robbie Chartier</i></u> Permittee/Owner's Name (sign)	<u>10/4/2018</u> Date
<u>Albie Scoggins, Community Services Director</u> Agent Name (print or type)	<u><i>Albie Scoggins</i></u> Agent Name (sign)	<u>10/4/2018</u> Date

Please be sure the following accompany the submittal of your application:

Application Processing Fee (if applicable)

8 ½" x 11" Drawings describing the use or facilities

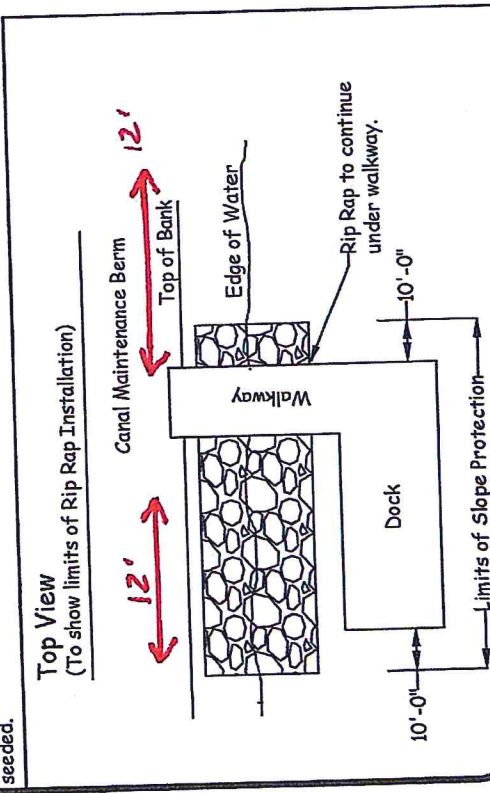
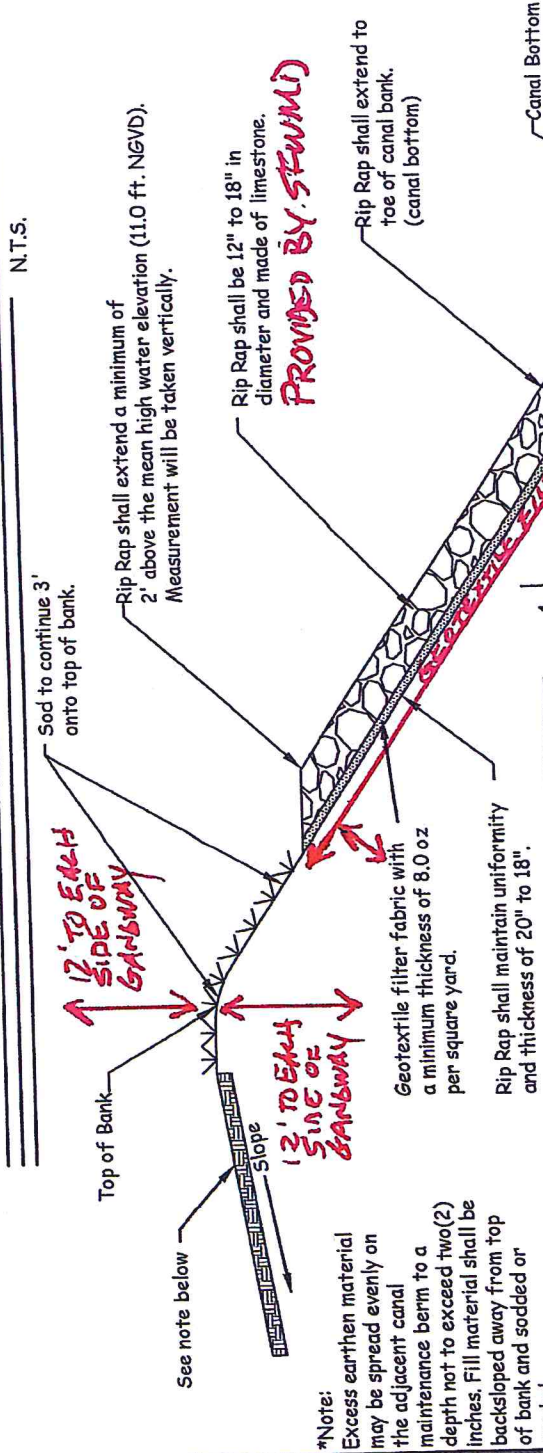
All other information as outlined in the Criteria Manual

Submit the original application package and 3 duplicates

RECEIVED
OCT 17 2018
RIGHT OF WAY
18-1017-1

HENRY CREEK RIP RAP INSTALLATION - OKEECHOBEE COUNTY

**TYPICAL RIP RAP INSTALLATION
C-15 Upstream of Structure S-40**



West Palm Beach
Field Station
801 Sansbury Way
Royal Palm Beach, FL 33411

No.	Revision/Issue	Date

Project Rip Rap No.	8/07/12	Sheet	1 of 1
		Date	
		Scale	N.T.S.

RECEIVED

MAR 11 2019

RIGHT OF WAY DIVISION

John DeSena
Community Service Division
OKEECHOBEE COUNTY, FL
3/11/19

1" = 60'



Project No.: 189:001007

CIVILSURV
A Tradition of Innovative Engineering

2525 Drane Field Rd.
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

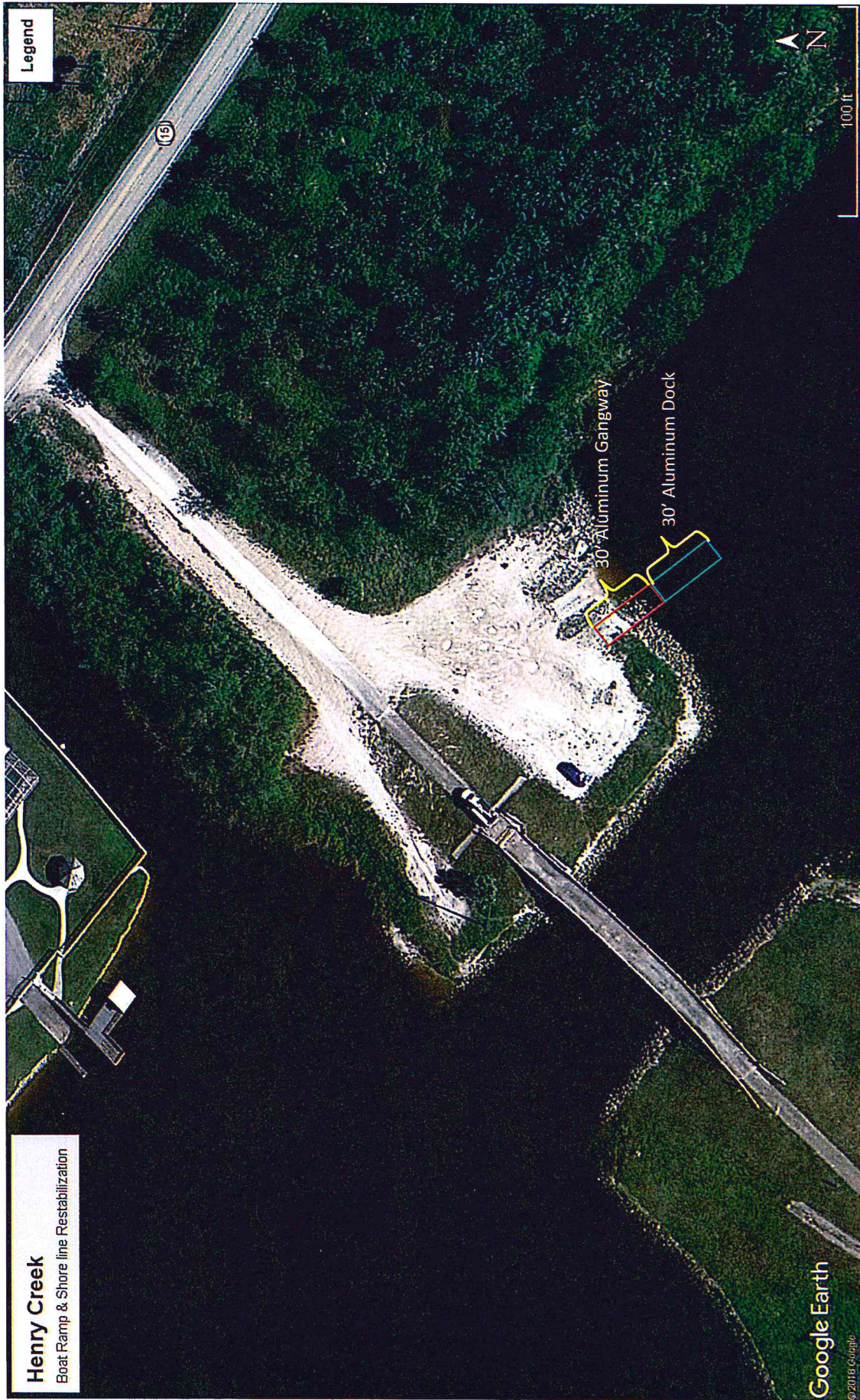
Certificate of
Authorization
No. 28988

Henry Creek
and Shore Stabilization
Okeechobee County
Okeechobee, Florida

RECEIVED
MAR 11 2019

FIGURE
1

RIGHT OF WAY DIVISION



Henry Creek
Boat Ramp & Shore line Restabilization

Legend

Google Earth
© 2018 Google

RECEIVED

JAN 24 2019

RIGHT OF WAY DIVISION



Henry Creek
Boat Ramp & Shore line Restabilization

Legend



100 ft

Area for shore line stabilization

Google Earth

© 2018 Google

RECEIVED

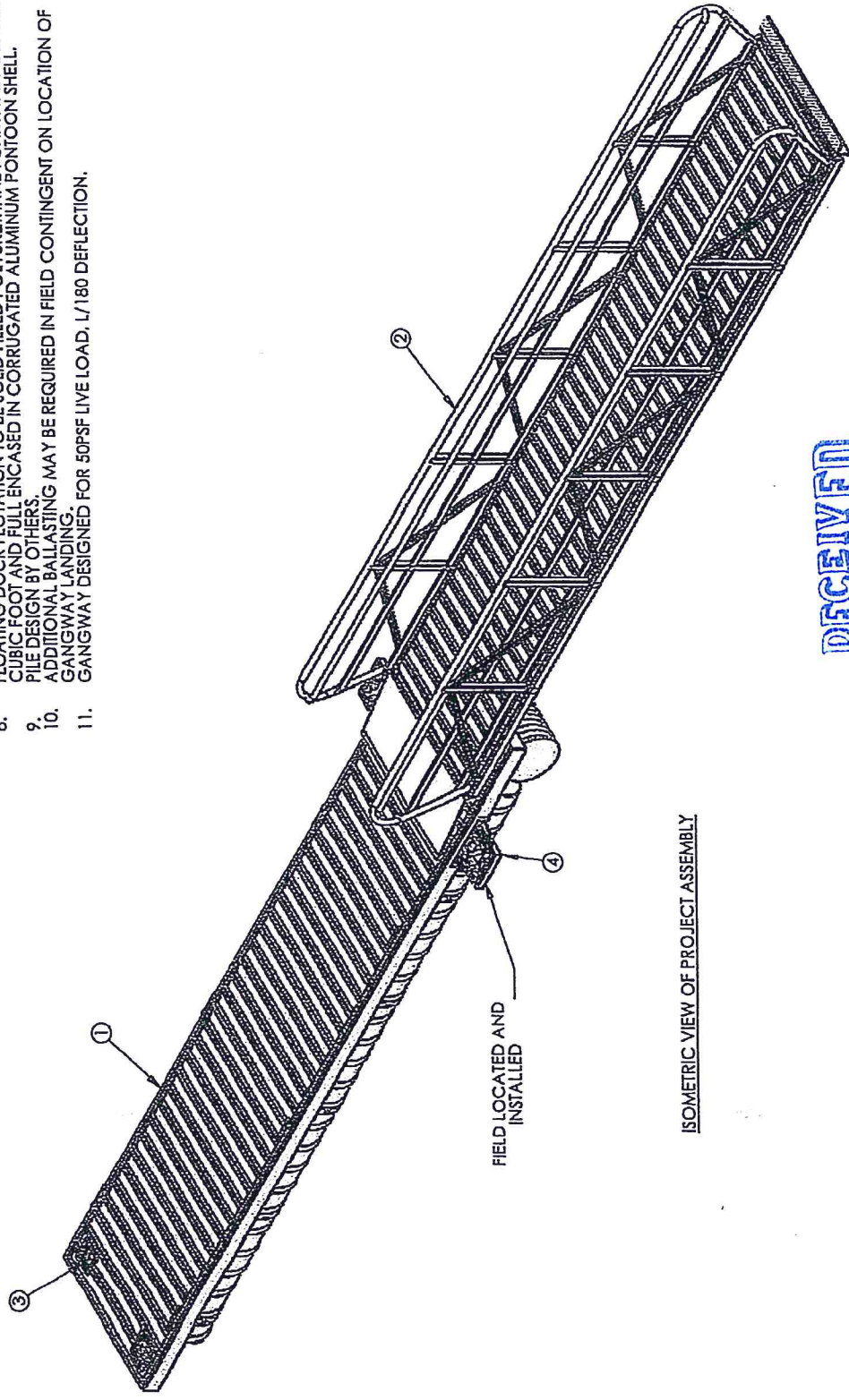
JAN 24 2019

RIGHT OF WAY DIVISION

BILL OF MATERIALS			
ITEM #	TYPE	DESCRIPTION	QTY/COMMENTS
1	6' x 30' FLOATING DOCK	25PSF LIVE LOAD RATING	1
2	6' x 30' DR.1 GANGWAY	ADA ACCESSIBLE	1
3	INTERNAL PILE GUIDES	8" CLEARANCE	2
4	EXTERNAL PILE GUIDES	8" CLEARANCE	2

NOTES:

1. ALL PRIMARY STRUCTURAL ALUMINUM ALLOY IS 6061-T6. ALL SECONDARY OR NON-STRUCTURAL ALUMINUM SHALL BE 6000 SERIES.
2. ALL HARDWARE IS STAINLESS STEEL TYPE 18/8, SERIES 304.
3. ALL WELDED FABRICATION IN ACCORDANCE WITH AWS D1.2, UNLESS NOTED OTHERWISE.
4. FILLER METAL TO BE 5356 SERIES WIRE.
5. DOCKS ARE DESIGNED FOR 16'± UNLOADED FREEBOARD AND 8" MINIMUM LOADED FREEBOARD UNDER A 25PSF LIVE LOAD.
6. ALL DIMENSIONS ARE FRAME TO FRAME UNLESS NOTED OTHERWISE.
7. ALUMINUM DECK TO BE MILL FINISHED WITH INTEGRATED NON-SLIP PATTERN.
8. ALL WOOD FENDERS TO BE S.Y.P. #2 PRESSURE TREATED TO 0.4 PCF, CCA MINIMUM. ISOLATE FROM ALUMINUM WITH BITUMASTIC PAINT(3-5 MIL APPLICATION), CARBOLINE 50 OR EQUAL.
9. FLOATING DOCK FLOTATION TO BE SOLID FILLED POLYURETHANE FOAM AT 2 POUNDS PER CUBIC FOOT AND FULL ENCASED IN CORRUGATED ALUMINUM PONTOON SHELL.
10. PILE DESIGN BY OTHERS.
11. ADDITIONAL BALLASTING MAY BE REQUIRED IN FIELD CONTINGENT ON LOCATION OF GANGWAY LANDING.
12. GANGWAY DESIGNED FOR 50PSF LIVE LOAD, L/180 DEFLECTION.



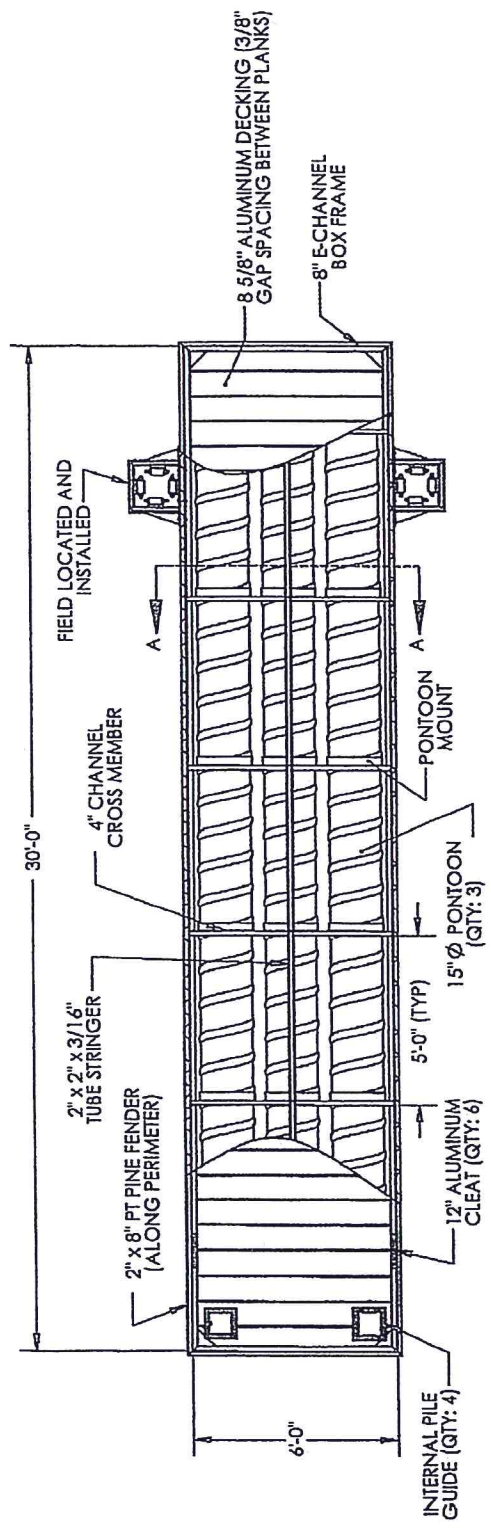
ISOMETRIC VIEW OF PROJECT ASSEMBLY

RECEIVED

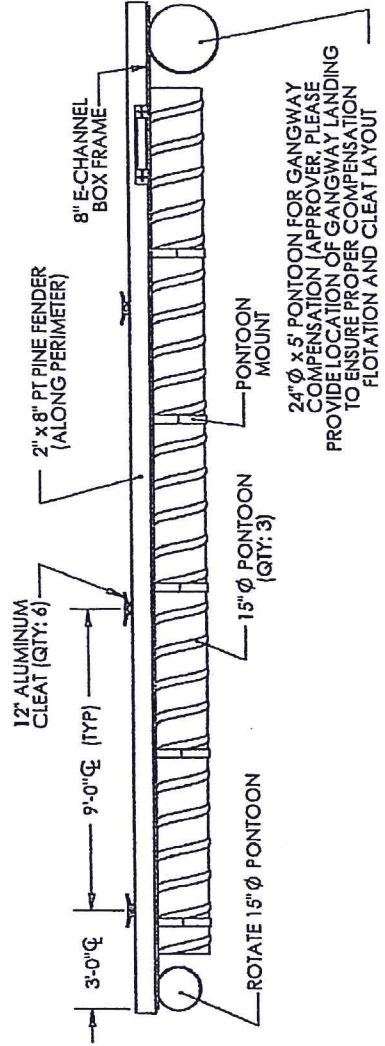
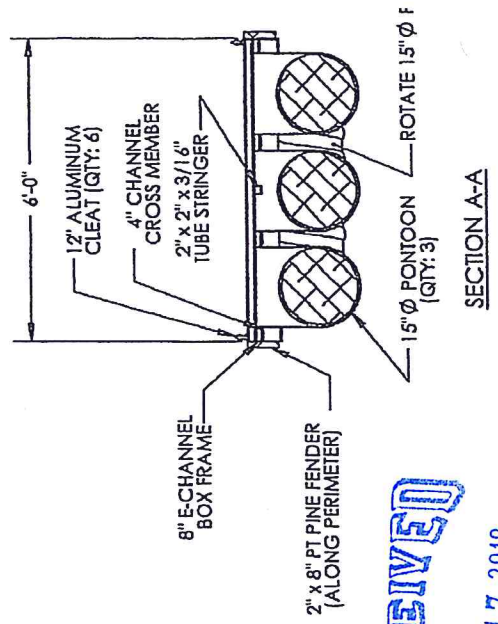
OCT 17 2018

RIGHT OF WAY

18-1017-1



PLAN VIEW OF 6' x 30' FLOATING DOCK



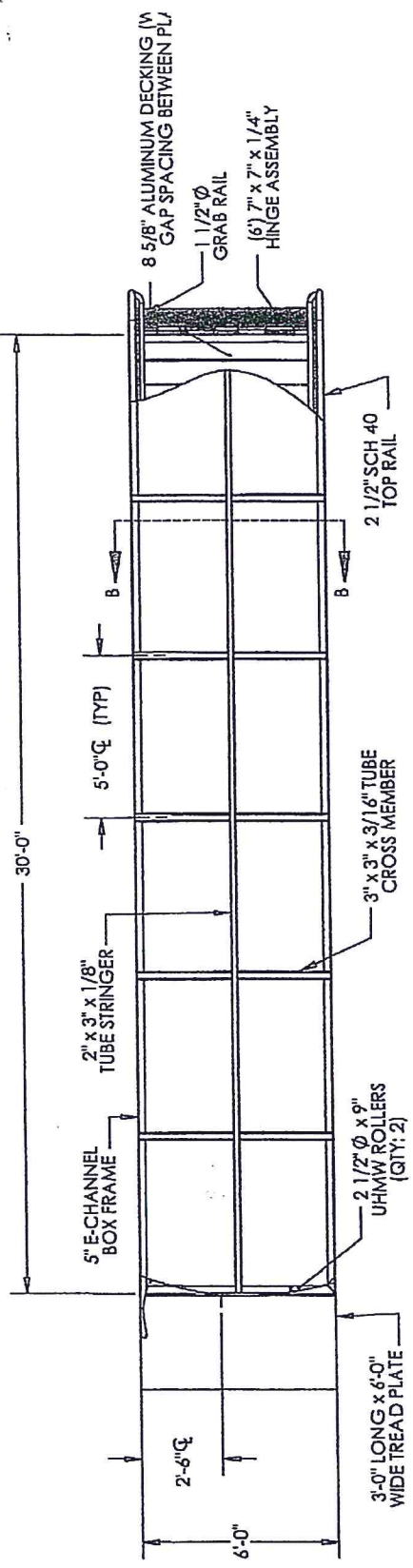
ELEVATION VIEW OF 6' x 30' FLOATING DOCK

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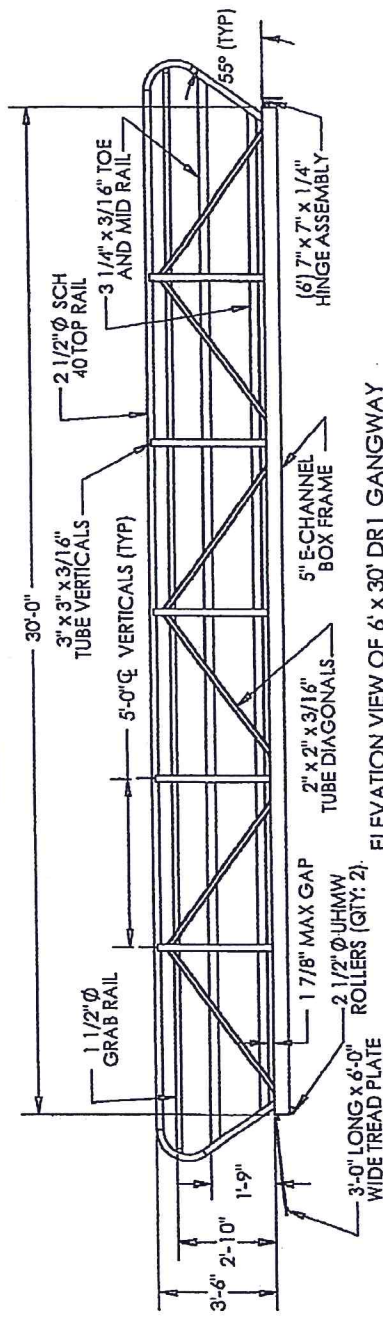
OCT 17 2018

RIGHT OF WAY

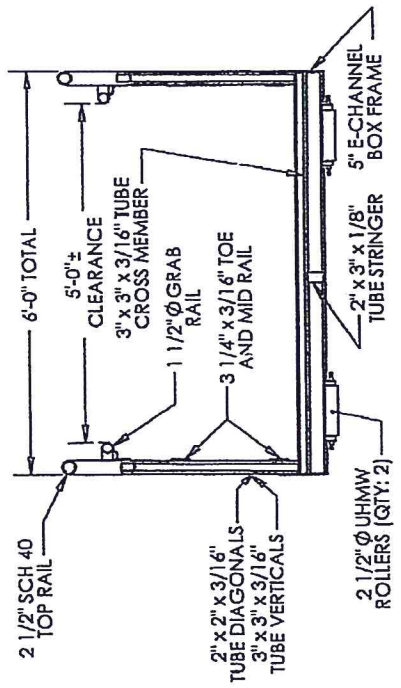
18-1017-1



PLAN VIEW OF 6' x 30' DRI GANGWAY



ELEVATION VIEW OF 6' x 30' DRI GANGWAY



SECTION B-B

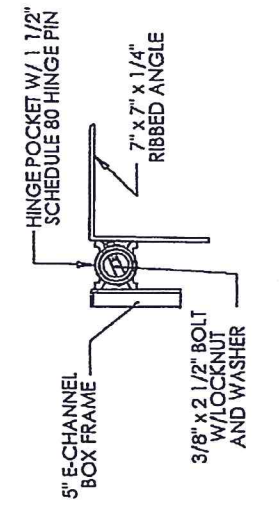
SLOPE NOT TO EXCEED 1:12

RECEIVED

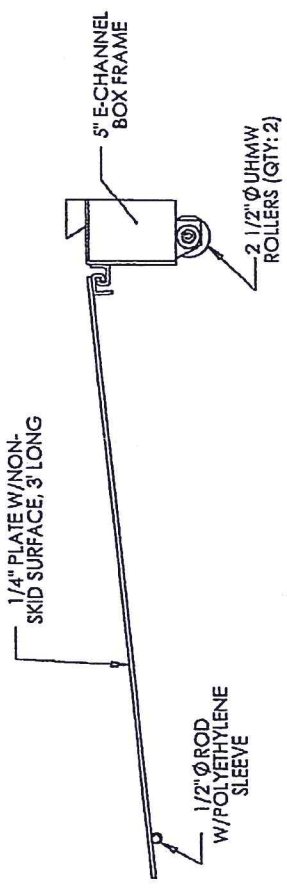
OCT 17 2018

RIGHT OF WAY

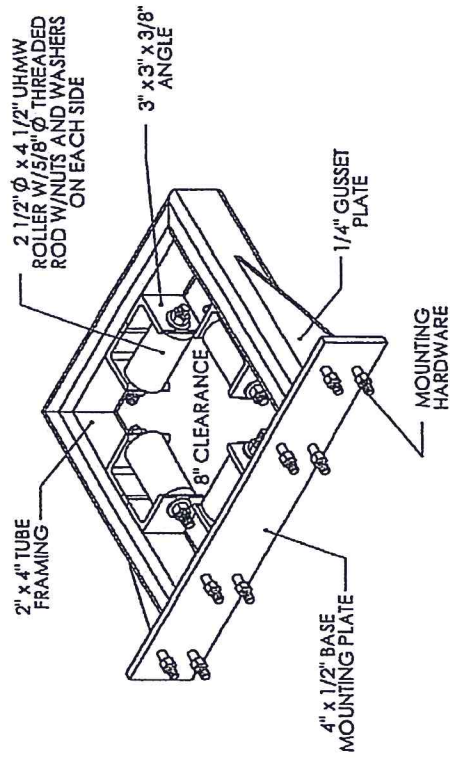
18-1017-1



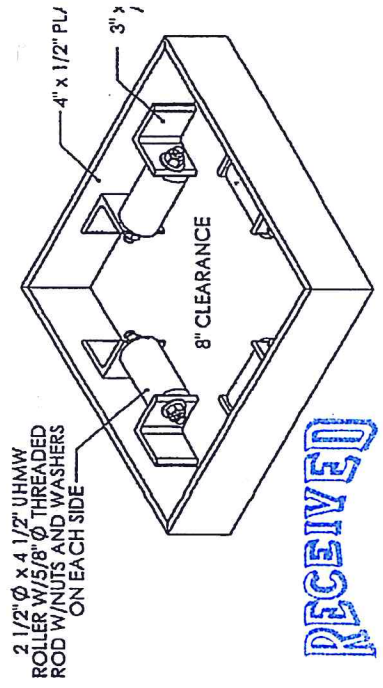
GANGWAY HINGE CONNECTION DETAIL



TREAD PLATE DETAIL



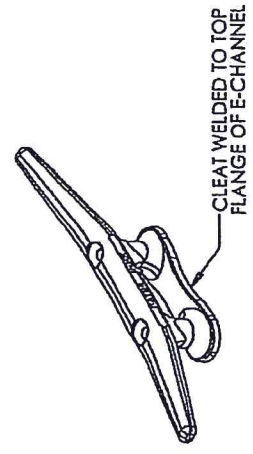
EXTERNAL PILE GUIDE DETAIL (QTY: 2)



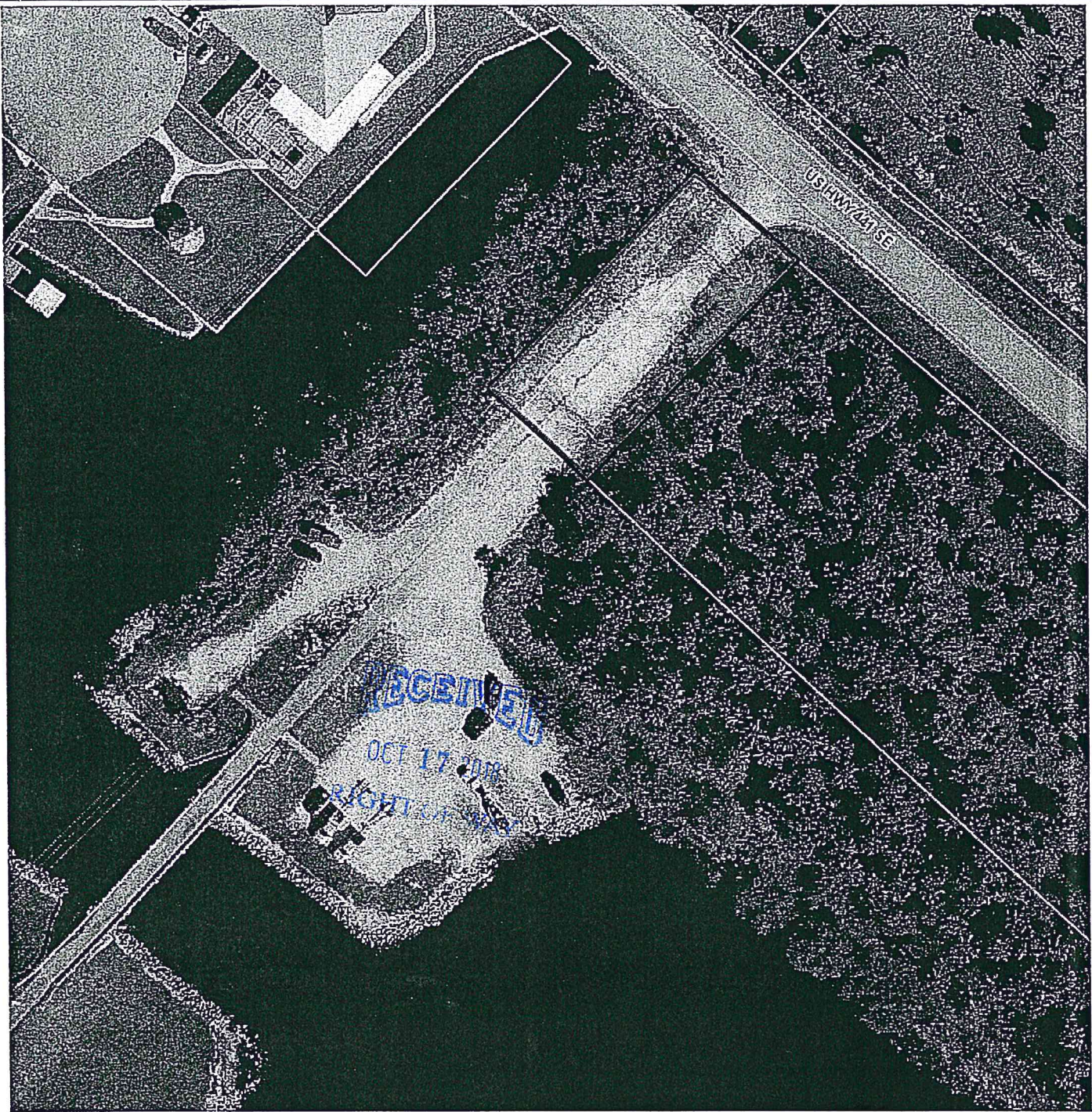
RECEIVED

OCT 17 2018 INTERNAL PILE GUIDE DETAIL (QTY: 2)

RIGHT OF WAY



18-1017-1



Okeechobee County Property Appraiser Mickey L. Bandi | Okeechobee, Florida | 863-763-4422

PARCEL: 1-15-38-36-0A00-00008-0000 OTHER | WATER DIST (008001) | 0.26 AC

NOTES:

A STRIP OF LAND 70 FEET IN WIDTH IN THAT PART OF THE UNSURVEYED PORTION OF SECTION 15, TOWNSHIP 38 SOUTH, RANGE 36 EAST, OKEECHOBEE COUNTY, FLORIDA, L

SOUTH FLA WATER MGMT DIST		2018 Preliminary Certified Values	
Owner:	ATTN: LAND MANAGEMENT	Mkt Lnd	\$780 Appraised \$780
	PO BOX 24680	Ag Lnd	\$0 Assessed \$780
	WEST PALM BEACH, FL 334164680	Bldg	\$0 Exempt \$780
Site:	10654 HWY 441 SE ,	XFOB	\$0
	OKEECHOBEE	Just	\$780
Sales Info	4/15/1966 \$0 V(U)	Total Taxable	county:\$0 other:\$0 school:\$0
			18-1017-1



Okeechobee County, FL

This information,, was derived from data which was compiled by the Okeechobee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for Okeechobee County Henry Creek Boat Ramp Installation & Shoreline Stabilization Bid No. 2019-06 .

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is _____ and my
(Please print name of individual signing)

relationship to the entity named above is _____.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

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

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO OKEECHOBEE COUNTY:

We, _____, hereby acknowledge and
(Prime Contractor)

agree that as CONTRACTORS for **Okeechobee County Henry Creek Boat Ramp Installation and Shoreline Stabilization, Okeechobee County Project No. 2019-06**, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless **Okeechobee County** against any and all liability, claims, damages, losses and expenses they may incur due to the failure of

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

BY: _____

ATTEST

ATTEST

DATE

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

QUESTIONNAIRE

Questionnaire sheet to be filled in by bidder.

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

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

2. List any public works contracts you have performed with any governmental agency having a value in excess of \$25,000 within the last ten (10) years:

3. Were all contracts listed in No. 2 above completed within the time period without extensions?

4. Were liquidated damages incurred by the contractor for non-timely completion and, the extent to which additional time extensions were granted on all contracts that were not so timely completed?

5. Was the Surety on the Public Works Section 255.05 Bond ever notified that the bidder was in default in the performance of such contracts; and if such default notice was so given, please indicate in detail how much claim default was resolved?

HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

6. Indicated the number of times in which arbitration or litigation ensued from any said Public Works Contract within the last ten (10) years as well as the result of such arbitration or litigation (i.e. whether the same was settled or resolved by trial and who prevailed between the bidder and the governmental agency involved):

7. Please provide a history of similar projects you have completed, other than those listed in No. 2 above, including project name, owner (phone number), value of work performed, percentage completed:

8. What is the last project of this nature that you have completed? Provide owner's name and phone.

9. Have you ever failed to complete work awarded to you? If so, where and why?

10. The following are named as three (3) corporations or individuals for which you have performed work and to which you refer:

HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION

11. Have you personally inspected the proposed work and have you a complete plan for its performance?

12. Will you sublet any part of this work? If so, give details:

State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information be furnished.

(Correct name of Bidder)

(a) The business is a _____

(b) The address of principal place of business is:

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

(Bidder)

SECTION 0009

AGREEMENT

(Attached is a sample of the proposed Agreement that will be used with the proposal. Minor changes that apply to the agreement and scope of work may be changed by the County.)

AIA SAMPLE AGREEMENT

**OKEECHOBEE COUNTY
HENRY CREEK BOAT RAMP
INSTALLATION & SHORELINE STABILIZATION**

COUNTY PROJECT NO. 2019-06



AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Okeechobee County, a political subdivision of the State of Florida
304 NW 2nd Street
Room 123
Okeechobee, FL 34972

and the Contractor:
(Name, legal status, address and other information)

TBD

for the following Project:
(Name, location and detailed description)

Henry Creek Boat Ramp Installation & Shoreline Stabilization
BID NO. 2019-06

The Architect (or Engineer, if no Architect):
(Name, legal status, address and other information)

John E. Howle, P.E.
CivilSurv Design Group, Inc.
2525 Drane Field Road
Lakeland, FL 33811

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document A104[™] – 2017 (formerly A107[™] – 2007). Copyright © 1936, 1951, 1958, 1961, 1963, 1966, 1970, 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:28:16 ET on 03/28/2019 under Order No.2915606407 which expires on 12/06/2019, and is not for resale.

User Notes:

(1146054778)

TABLE OF ARTICLES

1 THE WORK OF THIS CONTRACT
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3 CONTRACT SUM
4 PAYMENT
5 DISPUTE RESOLUTION
6 ENUMERATION OF CONTRACT DOCUMENTS
7 GENERAL PROVISIONS
8 OWNER
9 CONTRACTOR
10 ARCHITECT
11 SUBCONTRACTORS
12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13 CHANGES IN THE WORK
14 TIME
15 PAYMENTS AND COMPLETION
16 PROTECTION OF PERSONS AND PROPERTY
17 INSURANCE AND BONDS
18 CORRECTION OF WORK
19 MISCELLANEOUS PROVISIONS
20 TERMINATION OF THE CONTRACT
21 CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Init.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than Thirty (30) calendar days from the date of commencement of the Work.

By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Init.

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
Permit Fees	

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in the incorporated Exhibit: Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in the incorporated Exhibit: Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

N/A

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

Init.

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$100.00 per day for each day the project is not substantially complete after the Substantial Completion Date. No bonus for early completion of the work. (Per Bid Documents.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the Twenty-fifth (25th) day of the month, or as follows:

N/A

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than Twenty-five working days after the Application for Payment is received by the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty-five working days after the Architect receives the Application for Payment. In any event, payment shall be made in accordance with the Florida Prompt Payment Act.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

10% retainage unless another amount is provided in the Bid Documents. No bonus for early completion.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

As provided in Sec. 55.03(1), Florida Statutes.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made within 30 days of the Architect's final Certificate for Payment and completion of all items on the checklist and waivers of liens and all other items as provided and required by the plans, specifications, bid, contract documents, and all addenda thereto.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a state court of competent jurisdiction with venue in Okeechobee County, Florida.
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

N/A

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

As provided in the Bid documents contained in Bid 2019-06, Okeechobee County Henry Creek Boat Ramp Installation & Shoreline Stabilization Project

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Section	Title	Date	Pages
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§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

- Exhibit A, Okeechobee County Insurance Requirements.
- Exhibit B, Photo and Drawing with site and construction detail.
- Exhibit ____ Supplemental provisions due to State Funding Source.
- Exhibit C, Supplemental provisions due to Federal Funding Source.
- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Bid Documents incorporated herein by reference.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order,

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(3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, 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 may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

The burden shall be on the party providing the electronic delivery of a notice to evidence delivery in accordance with this Agreement.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 [Deleted]

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for

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Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Based upon Contractor's review of the Contract Documents and site, the Contractor represents that Contractor or Contractor's subcontractors will not submit any requests for change orders during the construction of the project unless the Owner requests changes to the project or unforeseen conditions become apparent during the construction of the project.

(Paragraph deleted)

§ 9.1.3 Any written inquiry received eleven (11) or more calendar days prior to date of receipt of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and, when issued, will be on file in all of the offices where the Contract Documents are located at least seven (7) calendar days before receipt of Bids. In addition, all Addenda will be mailed to each firm to whom Contract Documents have been issued, but it shall be the Bidder's responsibility to make inquiry as to, and obtain the Addenda issued, if any. All such Addenda shall become part of the contract. Each Bidder shall be bound by such Addenda, whether or not received by the Bidder. Only a written interpretation or correction by Addendum issued by the Architect will be binding.

§ 9.1.4 The Intent of the specifications is to outline or indicate the items or work, including labor, materials, equipment, or other items which cannot readily be shown on the Drawings, and further to indicate the types and qualities of materials necessary for the execution and completion of the work. Work not covered under any heading or Section of the Specification shall be supplied in accordance with best industry practice if it is reasonably inferable therefrom as being necessary to produce the intended results. Drawings and Specifications shall be considered as being complementary. Should drawings disagree in themselves or with the Specifications, or should the Specifications disagree in themselves, the better quality or greater quantity or work or materials shall be estimated upon, and unless otherwise ordered in writing, shall be provided.

§ 9.1.5 When discrepancies, conflicts, or interferences between documents are discovered, the Architect shall be notified and a clarification will be issued in accordance with 9.1.3 and 9.1.4. The Bidder's obligation is to either: (a) report the discrepancy, conflict, or interference and seek a clarification, or (b) estimate the work based upon the better quality or greater quantity of work or materials.

§ 9.1.6 Telephone and/or faxed requests for substitution will not be considered.

§ 9.1.7 Rejected products may not be resubmitted.

§ 9.1.8 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 The Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The cost of permits, fees licenses and inspections required by Owner or the City or County of Okeechobee shall be reimbursed upon invoice by the Contractor subject to any allowance previously paid.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade

discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.10 No provision of this Contract shall be used to construe, amend, alter, or in any way effect the owner/architect agreement.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within (10) ten calendar days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within 14 calendar days after receipt of the Contractor's list of Subcontractors and suppliers. If, prior to the Notice of Award, the Owner, the Architect or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award either (1) submit an acceptable substitute without an increase in his Bid or (2) withdraw his Bid without forfeiting his Bid security.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract

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consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.2.1 Neither the General Contractor nor any subcontractors will receive any compensation for preparing Change Proposals, Change Orders, Construction Change Directives, Proposal Requests, Supplemental Instructions, Clarifications, etc.

§ 13.2.2 Mark-ups for chargeable costs, overhead and profit for change Orders or Construction Change Directives shall be as follows, unless otherwise agreed to in the Agreement between Owner and Contractor:

- .1 For work accomplished by the Contractor's own forces and for direct material suppliers, Contractor may add a maximum of ten percent (10%) mark-up to his actual costs for the combined overhead and profit.
- .2 For work accomplished by Subcontractors, the Contractor may add a maximum of seven and one-half (7 ½ %) above the subcontractor's charges for his overhead and profit. The respective subcontract may add a maximum of ten percent (10%) to his actual costs for his overhead and profit.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

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ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

Init.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents including Okeechobee County Insurance Requirements Exhibit A attached and incorporated herein by reference. In the event of a conflict between the terms of this Contract and the Okeechobee County Insurance Requirements (Exhibit A), the provision which affords the greatest insurance protection to the owner shall prevail. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
§ 17.2 Owner's Insurance	
§ 17.2.1 Owner's Liability Insurance	
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.	
§ 17.2.2 Property Insurance	
Unless the Contractor is required by the Contract Documents to obtain coverage described in this Section 17.2.2, or elsewhere in the Contract Documents, including Okeechobee County Insurance Requirements Exhibit A, attached and incorporated herein by reference, the Owner, at the Owner's option, may purchase and maintain the property insurance described in this Section 17.2.2.	
§ 17.2.2.1 If required, the Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this	

Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Contractor shall continue the insurance, if required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the and if required, the Contractor shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Contractor shall be responsible for all co-insurance penalties.

§ 17.2.2.5 If required, prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, provide a copy of the property insurance policy or policies required by this Section 17.2.2 to the Owner. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Contractor shall provide notice to the Owner party of such impending or actual cancellation or expiration. If the Owner purchases required replacement coverage, the cost of the insurance shall be charged to the Contractor for the coverage by an appropriate Change Order or deduction. The furnishing of notice by the Contractor shall not relieve that the Contractor of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 17.4.3 The Contractor shall provide surety bonds of the types, for such penal sums stated in the Contract Documents, but not less than stated below, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. If the Contract Sum is more than \$100,000.00, the Contractor shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of this Contract. The Contractor shall also furnish a Payment Bond in amount equal to one hundred percent (100%) of the Contract Sum. If the Contract Sum is increased, the Owner may require a corresponding increase in the amount of the bonds.

The required bonds shall either be on AIA Forms A312(2010) Performance and AIA A312(2010) Payment, or U.S. GSA Standard Form 25 and 25a with Okeechobee County inserted in lieu of the United States of America.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under the Contract Documents.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

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ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

The Owner will employ and pay for services of an independent testing laboratory to perform specified inspections and testing. Employment of testing laboratory in no way relieves the Contractor of obligation to perform work in accordance with requirements of Contract Documents.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

County Administrator
304 NW 2nd Street
Room 125
Okeechobee, FL 34972
Telephone Number: 863-763-6441

County Administrator's designated Project Manager:

(Insert Project Manager's Name, address, email address and other information)

Albie Scoggins, Community Services Director

Okeechobee County Parks & Recreation

1718 NW 9th Ave

Okeechobee FL 34972

(863) 763-6950

Unless otherwise notified in writing, the designated Project Manager shall be deemed the Owner's representative for administration of this Agreement, except for the approval, denial, or compromise of Claims, and the suspension or termination of the Work, Contractor, or this Agreement.

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

TBD

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 19.7 Absence of Architect

To the extent permitted by law, where no Architect has been assigned to this project, the Owner's Project Engineer shall be substituted for the Architect wherever such term is used in this Agreement. Where no Architect or Engineer has been assigned to this project, the Owner's Project Manager shall be substituted for the Architect wherever such term is used in this Agreement.

§ 19.8 Sovereign Immunity

Any indemnification by the Owner shall be only to the extent allowable by Florida law without waiver of sovereign immunity.

§ 19.9 Direct Purchases

As the Owner is a non-profit governmental entity, it shall have the right to direct purchase materials in order to save applicable sales tax. The Contractor shall, at no additional cost, provide the Owner with sufficient documentation, invoices or purchase orders necessary to make such direct purchases timely and shall credit the cost of such purchase in the Contract Sum.

§ 19.10 Public Records

§ 19.10.1 The Contractor is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the Florida public records laws including the provisions of Section 119.0701 (2), Florida Statutes. The Contractor shall:

- .1 Keep and maintain public records required by the public agency to perform the service.
- .2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- .3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- .4 Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

§ 19.10.2 Failure by Contractor to grant such public records access or otherwise comply with the Florida Public Records law shall be grounds for immediate unilateral cancellation of this Agreement by the Owner.

§ 19.10.3 Public Records Custodian

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Robbie L. Chartier Office: 863.763.6441 Ext. 1
County Administrator Fax: 863.763.0118

Init.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision.

§ 21.1.1 The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., on account of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission of the part of the Owner, Owner's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the

work which shall be determined by the Architect, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of contract time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 [Deleted]

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 [Deleted]

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER: Okeechobee County, a political subdivision of the state of Florida **CONTRACTOR:** TBD

OWNER *(Signature)*
 Terry W. Burroughs, Chairman, Board of County Commissioners
 (Row deleted)

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Attest: _____
 Sharon Robertson, Clerk of the Circuit Court and Comptroller

**OKEECHOBEE COUNTY
HENRY CREEK BOAT RAMP INSTALLATION
& SHORELINE STABILIZATION**

PROJECT No. 2019-06

INSURANCE REQUIREMENTS

WORKERS COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

COMMERCIAL AUTOMOTIVE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) the policy shall be endorsed to provide contractually liability coverage.

EVIDENCE OF INSURANCE:

The (Contractor/Vendor) shall furnish the County with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County is to be specifically included as an additional insured on all policies except Workers Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the County before commencement of any work activities.

1" = 60'



Exhibit
B



Project No.: 189:001007

2525 Drane Field Rd.
Suite 7
Lakeland, FL 33811
Tel: 865-646-4771

CIVIL SURV
A Tradition of Innovative Engineering

Certificate of
Authorization
No. 28988

Henry Creek Dock
and Shore Stabilization
Okeechobee County
Okeechobee, Florida

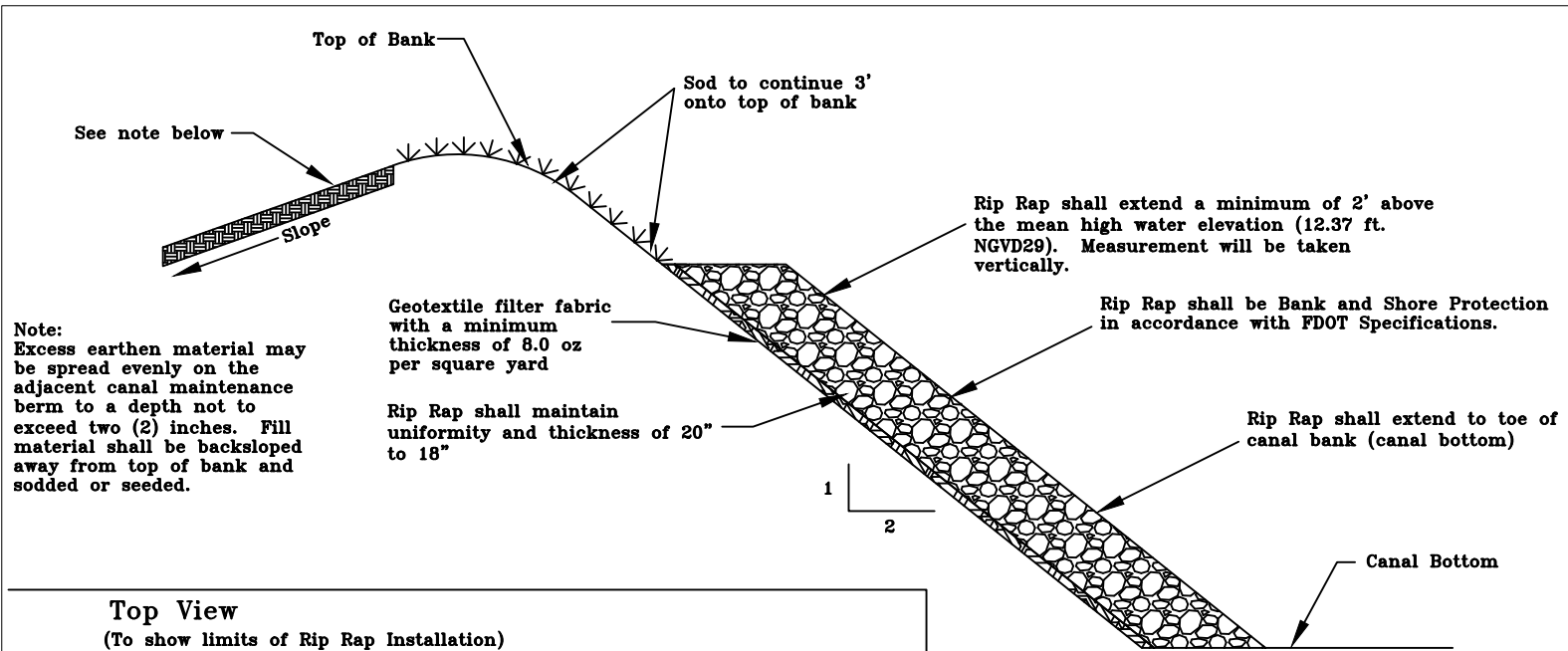
FIGURE

1

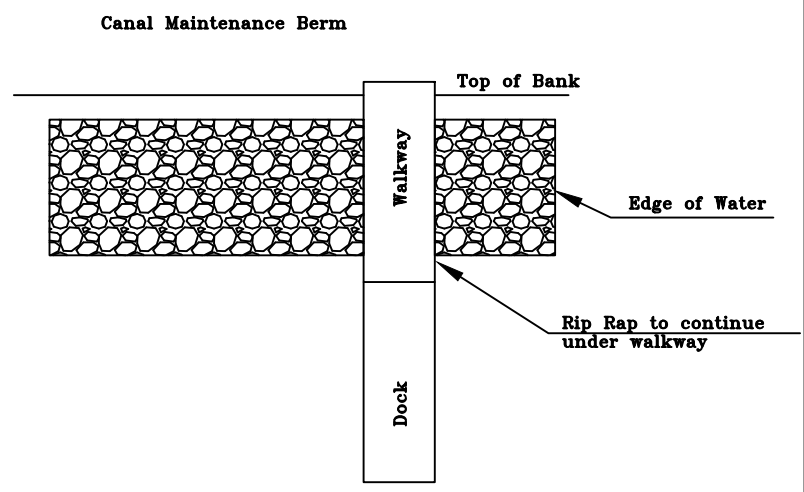
TYPICAL RIP RAP INSTALLATION HENRY CREEK BOAT RAMP & DOCK

Project No.: 189:001007

FIGURE
2



Top View
(To show limits of Rip Rap Installation)



Henry Creek Dock
and Shore Stabilization
Okeechobee County
Okeechobee, Florida

2525 Drane Field Rd.
Suite 7
Lakeland, FL 33811
Tel: 863-646-4771

CIVIL SURV
A Tradition of Innovative Engineering

Certificate of
Authorization
No. 28988

**SUPPLEMENTARY PROVISIONS
FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS**

This Contract is subject to state and federal laws, rules, and regulations due to the County's receipt of federal funds necessary to enter into this Contract. Federal laws and regulations as applicable to the Contractor's scope of work, including, but not limited to those enumerated in the following subparagraphs, are incorporated into this Contract unless otherwise provided in the solicitation, bid documents, specific program, or funding award, or unless excluded by law. Some provisions have thresholds and exclusions that may apply due to the contract amount, solicitation, bid documents, specific program, or funding award. The Contractor is advised to be aware of the specific requirements of the federal funding source for this Contract.

- a. **GENERAL:** 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards;
- b. **USDA:** 7 C.F.R. 624 - USDA, NRCS Emergency Watershed Protection;
- c. **FEMA:** FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series; and any other Federal rule, regulation or policy relating to disaster repair, reconstruction and debris. Further, Contractor hereby declares that Contractor, its principles, and its subcontractors are not currently debarred or suspended by federal or state law.

Contractor and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. **TERMINATION FOR CAUSE AND/OR CONVENIENCE.**

- 1.1 The County, by written notice to the Contractor, may terminate this Contract with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the Contractor will not incur any new obligations for the terminated portion of this Contract after the Contractor has received notification of termination.
- 1.2 If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of this Contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Contract. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

2. **EQUAL EMPLOYMENT OPPORTUNITY.**

During the performance of this Contract, the Contractor agrees as follows:

- 2.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 2.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation

of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- 2.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.7 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.8 The Contractor will include the portion of the sentence immediately preceding paragraph 2.1 and the provisions of paragraphs 2.1 through 2.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. **DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT.**

- 3.1 Applicability of Davis-Bacon Act and the Copeland "Anti-Kickback Act."
 - 3.1.1 All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, § D.
 - 3.1.2 FEMA funded projects: The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."**
 - 3.1.3 NRCS funded projects: **Emergency Watershed Protection projects may not require compliance with the Davis-Bacon Act. Refer to the proposal, bid specifications, or specific grant award funding the project.**
 - 3.1.4 Other federally funded projects: If not indicated in the County invitation to bid, it is incumbent upon

the Contractor to inquire as to the federal funding sources to determine the applicability of The Davis-Bacon Act. and the Copeland "Anti-Kickback Act."

- 3.2 If the Contract is a construction contract in excess of \$2,000.00 the Contractor must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, § D.
- 3.3 **Compliance with the Copeland "Anti-Kickback" Act.** If the Contract is subject to the Davis-Bacon Act, the Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874, 40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
- 3.3.1 The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Contracts involving FEMA funds or projects seeking FEMA reimbursement shall be deemed to incorporate the following additional provisions:
- 3.3.1.1 Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- 3.3.1.2 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3.3.1.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

- 4.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 4.1 of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.1 of this section.
- 4.3 Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.2 of this section.
- 4.4 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs

4.1 through 4.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.1 through 4.4 of this section.

5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

If the federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the Contract involves the performance of experimental, developmental or research work under that “funding agreement”, the contractor must comply with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding federal agency.

6. **CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT**

6.1 Applicability. The provisions of this section 6 apply to Contracts of amounts in excess of \$150,000.00.

6.2 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-767 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the County and the Regional Office of the Environmental Protection Agency (EPA).

6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.00.

7. **SUSPENSION AND DEBARMENT**

7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

7.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

7.3 This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor and each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor and then to the County.

9. **RECOVERED MATERIALS**

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding

fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].

9.2 Additional FEMA Requirements.

9.2.1 The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Contracts involving FEMA funds or projects seeking FEMA reimbursement shall be deemed to incorporate the following additional provisions:

9.2.1.1 Changes Orders. To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

9.2.1.2 Any Change Order that would be outside the scope of the County's grant or cooperative agreement or would otherwise be non-reimbursable under FEMA disaster relief guidelines, must state that fact in the Change Order.

10. **RECORDS**

10.1 Contractor shall provide, when requested, access by the County, federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10.2 Contractor shall retain all records associated with this Contract for three (3) years after final payments and all other pending matters are closed.

10.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

11. **REMEDIES**

11.1 In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Contract, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

11.1.1 Withhold or suspend payment of all or any part of a request for payment.

11.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

11.1.3 Exercise any corrective or remedial actions, to include but not be limited to:

11.1.3.1 requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;

11.1.3.2 issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

11.1.3.3 advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

11.1.3.4 requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

11.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Contractor.

12. **USE OF FEDERAL AGENCY SEALS, LOGOS AND FLAGS.**
The Contractor shall not use the seal(s), logo(s), crest(s), or reproduction(s) of flags of any funding federal agency or likenesses of a federal agency officials without specific written preapproval of that agency. Agencies include, but are not limited to Department of Homeland Security (DHS); Federal Emergency Management Agency (FEMA); United States Department of Agriculture (USDA); National Resources Conservation Service (NRCS); U.S. Department of Transportation (USDOT); Federal Highway Administration (FHWA) and U.S. Environmental Protection Agency (USEPA). Use of a U.S. government work in a way that implies endorsement by a U.S. Government Agency, official or employee is prohibited.
13. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**
This is an acknowledgment and agreement that federal financial assistance will be used to fund the Contract only. The contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.
14. **NO OBLIGATION BY FEDERAL GOVERNMENT.**
The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
15. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
16. **FEDERAL-AID CONSTRUCTION CONTRACTS FOR HIGHWAY PROJECTS REQUIRING ATTACHMENT OF FORM FHWA-1273.**
Where the attachment and compliance with the provisions of Form FHWA-1273 is required, any provision of the Contract or other provisions of this Supplementary Provisions shall not be construed to amend or waive the provisions of Form FHWA-1273.

For County Contracts of less than \$150,000.00

Instructions. This input form is provided to assist county departments in providing the necessary information to complete a **sample** Contract to be published with a bid package and later completion of final Contract for the successful bidder. Naturally, contractor specific information, bid amounts, unit prices, contract start and completion dates, and the like would be left blank if you are seeking a **sample** document for insertion in a bid package. Supplement this form when the contractor specific information is known following award by the county commission.

The information required by this form is needed to complete an American Institute of Architects form AIA A104 (2017). The AIA documents are for construction projects and not appropriate for consulting, material suppliers, simple repair projects and most maintenance engagements. If in doubt as to the appropriate contract form, please contact Capital Improvements or the County Attorney's office.

The County Attorney's office will produce an AIA contract based upon the information provided on this form, but does not examine bid documents for consistency with statute, County procurement policy, or the information provided below. It is most important that all requested information be checked against the bid documents and the actual contractor's bid to avoid redrafts or, in some cases, re-bidding the project.

Contractor:

(Name, legal status, address and other information)

Full Name	Status (Sole Proprietorship, LLC, Corporation, etc.)
-----------	--

Address 1

Address 2

City, State, Zip

Name and title of person signing for Contractor, if not an individual)

Name	Title
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for the following **Project:** *(Descriptive Name/ Title)*

The **Architect** or **Engineer** or **None:** *(Check One)*

Full Name	Status (Sole Proprietorship, LLC, Corporation, etc.)
-----------	--

Address 1

Address 2

City, State, Zip

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- A. The date of this Agreement.
- B. A date set forth in a notice to proceed issued by the Owner. **(Most Common)**
- C. Insert a date or a means to determine the date of commencement of the Work:

§ 2.3 The Contractor shall achieve **Substantial Completion** of the entire Work:

(Check the appropriate box and complete the necessary information.)

- A. Not later than _____ calendar days from the date of commencement of the Work.
- B. By the following date: _____

If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

- A. Stipulated Sum, in accordance with Section 3.2 below **(Most Common)**
- B. Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- C. Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 THE STIPULATED SUM (Only Applicable if box A. was checked.)

shall be \$ _____, subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
_____	_____	_____
_____	_____	_____

§ 3.2.3 Allowances included in the stipulated sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
_____	_____
_____	_____

§ 3.3 COST OF THE WORK PLUS CONTRACTOR'S FEE (Only Applicable if box B. was checked.)

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4 COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE (Only Applicable if Box C. was checked)

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 GUARANTEED MAXIMUM PRICE

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed \$ _____ subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.5 Liquidated damages, if any:

_____ per day for each day the project is not substantially complete after the Substantial Completion Date. No bonus for early completion of the work. (Per Bid Documents.)

ARTICLE 4 PAYMENTS

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « 20th » day of a month, the Owner shall make payment of the certified amount to the Contractor in accordance with the Florida Prompt Payment Act.

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Note: Default:10% retainage, or greater amount if provided in the Bid Documents. No bonus for early completion

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Insert rate of interest *agreed upon, if any.*)

_____ % per annum (Note: if a rate not entered, the current Fla. Statutory rate will apply)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or specifically refer to an exhibit to be attached to the Agreement.)

Section	Title	Date	Pages
_____	_____	_____	_____
_____	_____	_____	_____

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
_____	_____	_____
_____	_____	_____

§ 6.1.6 The Addenda: **(If Any)**

Number	Title	Date
_____	_____	_____
_____	_____	_____

§ 6.1.7 Additional documents, **if any**, forming part of the Contract Documents:

.1 Other Exhibits: **(Check all boxes that apply.)**

- Exhibit A, Determination of the Cost of the Work.
- AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017, if applicable): _____
- The Sustainability Plan:

Title	Date	Pages
_____	_____	_____

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit C, Okeechobee County Insurance Requirements which are attached and incorporated herein by reference.

Bid Documents incorporated herein by reference.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

[Note: Standard would be to provide an allowance of \$500.00. Any additional would be advanced by the Contractor and invoiced to the County. If it is your intent that these fees and permit costs be paid by the contractor and not reimbursed, pursuant to state statute, they must be itemized either in the bid documents or in the contract. If specific fees and amounts are not itemized in the Bid Documents, they must be itemized below.]

OTHER NOTES OR SPECIAL PROVISIONS FOR THE CONTRACT:
