

# Hamilton Bridge Road Water Main Upgrade

for

The City of Milton



## Project Manual

KH&A Project No. 201817

City of Milton Project Number: ITB 2020.01

PREPARED BY:



**Kenneth Horne & Associates, Inc.**  
CIVIL ENGINEERS

7201 N. 9th Avenue, Suite 6  
Pensacola, Florida 32504  
Ph. 850-471-9005 Fax 850-471-0093  
info@kh-a.com

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February 2020

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# City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

## MEMORANDUM

TO: Interested Parties  
FROM: Diane Ebentheuer, Purchasing Officer  
RE: ITB 2020.01 Hamilton Bridge Road Water Main Upgrade  
DATE: February 8, 2020

Notice is hereby given that the City of Milton will receive sealed bids for **Hamilton Bridge Road Water Main Upgrade**. The bid documents contain the necessary information for preparing and submitting your bid for this effort.

Bid information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru [VendorRegistry.com](http://VendorRegistry.com) (there is no charge to join); and/or thru [BidNetDirect.com/florida/city-of-milton](http://BidNetDirect.com/florida/city-of-milton) (there is no charge to join.)

All bidders must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

**Wednesday, March 11, 2020 at 2:00 p.m., (CST)**

**Delivered: City of Milton, 6738 Dixon Street, Milton, Florida**

**Mailed: City of Milton, P.O. Box 909, Milton, FL 32572**

A PRE-BID MEETING & SITE VISIT (mandatory) will be held on Wednesday February 19, 2020 at 10:00 a.m. at Milton City Hall: Contact Mike Sanders, of Kenneth Horne & Associates, Inc. (KHA) by phone at 850-471-9005 or email at [mike@kh-a.com](mailto:mike@kh-a.com).

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to [Purchasing@MyMiltonFlorida.com](mailto:Purchasing@MyMiltonFlorida.com) no later than one (1) week prior to the bid due date, or by Wednesday, March 4, 2020 at 10:00 a.m. Answers will be posted by Friday, March 6, 2020 at 4:00 p.m. (CST).

Interpretations of the bid, clarification of specifications, and requirement or changes to the bid which have a material effect will be documented and communicated to bidders only by written addendum posted on the City web page, Bid Net Direct, and Vendor Registry. All bidders are responsible for checking for any addendums that may be issued, and to obtain such addendums.

*Diane Ebentheuer*

Diane Ebentheuer, Purchasing Officer

**INSTRUCTIONS FOR BIDS**

**ITB 2020.01 Hamilton Bridge Road Water Main Upgrade**

**I. Deadlines/Dates:**

- Invitation to Bid Published: Saturday, February 8, 2020
- Pre-Bid Meeting (Mandatory) Wednesday, February 19@10:00 a.m. (CST)
- Questions Deadline: Wednesday, March 4@10:00 a.m. (CST)
- Answers Posted by: Friday, March 6 @4:00 p.m. (CST)
- Bids Due: Wednesday, March 11, @ 2:00 p.m. (CST)

**II. Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer  
 Phone: (850) 983-5438  
 Email: [Purchasing@MyMiltonFlorida.com](mailto:Purchasing@MyMiltonFlorida.com)

**III. Bids Must be Complete and Include:**

1. Bidders Declaration (page 3-4)
2. Bid Form (page 5)
3. Drug-Free Workplace Form F.S. 287.087 (*City Website*)
4. Non-Collusion Affidavit (*City Website*)
5. Conflict of Interest Disclosure Form (*City Website*)
6. Public Entity Crime Form F.S. 287.133(3)(A) (*City Website*)
7. Bid Bond

*City Website address:* <https://MiltonFL.org/322/Purchasing>

**IV. Copies:** Please provide one (1) electronic copy, one (1) original, and four (4) copies of your bid. Faxed or emailed proposals are not accepted.

**V. Sealed bids can be mailed to:**

City of Milton  
 Purchasing Department  
 P. O. Box 909  
 Milton, FL 32572

**or delivered to:**

City of Milton  
 Purchasing Department  
 6738 Dixon Street  
 Milton, FL 32570

Bids must be sealed and marked:

To: CITY OF MILTON

**VENDOR Name:** \_\_\_\_\_

**SEALED BID \* DO NOT OPEN**

**Sealed ITB#: 2020.01**

**ITB Title: Hamilton Bridge - Upgrade of Water Distribution**

**DUE DATE/TIME: Wednesday, March 11, @ 2:00 p.m. (CST)**



**BIDDER'S DECLARATION**  
**ITB 2020.01 Hamilton Bridge Road Water Main Upgrade**

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
4. The City of Milton is exempt from sales tax
5. The City of Milton will receive sealed bids from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will not be considered.
6. Bids will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
7. The City of Milton may consider as non-responsive, any bid in which there is an alteration of, or departure from the proposal form hereto attached.
8. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
9. Interested Parties shall submit all required forms and information simultaneously with sealed bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.
10. Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
11. **NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
12. The successful bidder will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
  - Certificate of Non-Discrimination
  - Drug Free Workplace Declaration
  - Prompt Payment Affidavit
  - W-9 Taxpayer Identification Number
  - Certificates for Liability, Vehicle, and Worker's Comp Insurance.  
(City is to be named as additional insured.) Limitations are listed online.

13. That they have carefully read and fully understand the full scope of the specifications.
14. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
15. All bidders are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
16. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (A declaration of insurance form must be provided before any work will begin.)
17. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **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 (850)983-5402, [DNobles@MiltonFL.org](mailto:DNobles@MiltonFL.org) OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
18. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.
19. That by submission of this bid the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
20. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid.
21. Recommendations are posted on city web page via agendas prior to award.
22. Any protests are handled per F.S. 120.57(3).

**BIDDER:** \_\_\_\_\_

Company Name

---

Address/City/Zip

---

Phone _____	Email _____
Contact Name _____	Title _____
Company Representative <u>Signature</u> _____	Date _____

**BID FORM**  
**ITB 2020.01 Hamilton Bridge Road Water Main Upgrade**

**Bid Amount \$** \_\_\_\_\_  
**LICENSE #** \_\_\_\_\_

**Acknowledgement of Addendums:** \_\_\_\_\_ *(list numbers or N/A)*

Schedule of Bid Quantities and Values: Contractor must complete the attached Schedule of Quantities and Values. The Base Bid submitted shall reflect the sum of all of the cost items identified in the Schedule of Quantities and Values. This document will be used: a) to accompany invoices for review of pay requests, and b) as a basis for negotiation of changes resulting from changes to the plans initiated by the Owner during construction or resulting from unforeseen conditions during construction.

**Additional Costs, Special Exceptions, Notes or Comments:**

Attach additional sheets as necessary  
\_\_\_\_\_

**Prices are valid for 60 days from time of opening.**

**The undersigned agrees to the above terms and conditions.**

**BIDDER:** \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address/City/Zip

Phone \_\_\_\_\_ Email \_\_\_\_\_

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

Company Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*Below to be filled out by the City of Milton\*\*\*\*\*

Accepted by City of Milton \_\_\_\_\_ Date \_\_\_\_\_

Approved by City Council \_\_\_\_\_, 20\_\_\_\_.

**Schedule of Quantities and Values:**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	NPDES NOI & Reporting	1	LS		
4	Construction Layout	1	LS		
5	Testing Lab Services	1	LS		
6	Site Erosion Control/Sediment Control	1	LS		
7	Coordinate with Utility Owners and Santa Rosa County		LS		
8	Sawcut and remove Concrete Flume		SY		
9	Sawcut and Remove Asphalt Driveway		SY		
10	Sawcut and Remove Asphalt Swale		SY		
11	Remove and Replace Gravel Driveway		SY		
12	Remove and Replace Chain Link fence		LF		
13	Protect and Support Conc Flumes and Storm Pipes	1	LS		
14	Locate Existing Utilities	1	LS		
15	Protect and Support Existing Water Line	1	LS		
16	Protect and Support Electrical Transformers, Poles, Lines and Equipment	1	LS		
17	Protect and Support Gas Line and Appurtenances	1	LS		
18	Remove and Replace Existing Mail Boxes		EA		
19	Abandon Existing Water Line in Place		LS		
20	Tree Protection		EA		
21	Grading		SY		
22	6" Concrete (Driveway and Flume)		SY		
23	1-1/2" Type SP-9.5 Asphalt (driveway, swale and roadway)		SY		
24	6" Compacted Aggregate Base		SY		
25	6" Wide White Thermoplastic Stripe		LF		
26	Remove and Replace Street Signs		EA		
27	Remove and Replace Stop Signs		EA		
28	6" C900 PVC Water Main Including All Bends and Fittings		LF		
29	6" Gate Valve & Box		EA		
30	Renew Water Service Connections		EA		



**NOTICE TO PROCEED**

To:

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

Project: Hamilton Bridge Road Water  
Main Upgrade

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2020, on \_\_\_\_\_, and you are to substantially complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter, and complete final work \_\_\_\_\_ days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

By

\_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

\_\_\_\_\_  
(Company Name)

this the \_\_\_\_\_

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Type or Print Name)

Title \_\_\_\_\_

## AGREEMENT

### BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between, the **CITY OF MILTON**, (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

#### Hamilton Bridge Road Water Main Upgrade

Article 2. ENGINEER. Kenneth Horne & Associates, Inc., 7201 North 9<sup>th</sup> Avenue, Suite 6, Pensacola, FL 32504, will act as Engineer in connection with this Project in accordance with the Contract Documents.

The Project has been designed by: Kenneth Horne & Associates, Inc., 7201 North 9<sup>th</sup> Avenue, Suite 6, Pensacola, FL 32504.

Article 3. CONTRACT TIME. The Work shall be completed (Final) one hundred eighty days (180) calendar days after the date on which the Contract time commences to run as provided in paragraph 17.02 of the General Conditions.

Article 4. CONTRACT PRICE. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds as follows: Price per Bid Proposal included.

Article 5. APPLICATIONS FOR PAYMENT. Contractor may submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed and approved by Engineer as provided in the General Conditions.

Article 6. PROGRESS AND FINAL PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as approved by Engineer, within 30 days of receipt of approved request, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.01 of the General Conditions.

6.1 Prior to Substantial Completion, progress payments shall be in an amount equal to 90% of the Work completed, and 90% of stored materials that have been paid for, less any Reduction in Payment as provided in paragraph 14.02 of the General Conditions.

6.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98% of the Final Contract Price, less any Reduction in Payment as provided in paragraph 14.02 of the General Conditions.

6.3 Upon final completion of the Work, including receipt of "As Built" drawings, Contractor's Final Affidavit, Warranty and settlement of all claims, Owner shall pay the remainder of the Final Contract Price.

Article 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the Contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

- 7.1 This Agreement (pages 1 through 3)
- 7.2 Exhibits \_\_\_\_\_ to this Agreement
- 7.3 Bidders Declaration & Bid Form consisting of \_\_\_\_\_ pages
- 7.4 Insurance Certificates
- 7.5 Addenda Numbers \_\_\_\_\_
- 7.6 Notice of Award, (dated \_\_\_\_\_)
- 7.7 Special Conditions (SCD-1 thru SCD- 3 )
- 7.8 General Conditions
- 7.9 Supplementary General Conditions (pages SC-1 thru SC-2)
- 7.10 Technical Specifications (Demolition, Site Clearing, Earthwork, Grassing, Sodding, Trench Backfill, Site Drainage, Asphalt Concrete Paving, Graded Aggregate Base, Portland Cement Concrete paving, and Potable Water)
- 7.11 Drawings consisting of \_\_\_ sheets

Article 8. TIME FOR COMPLETION; LIQUIDATED DAMAGES. Contractor agrees to commence work under the Contract Documents within ten (10) calendar days after written Notice to Proceed and, subject to authorized adjustments, to achieve Substantial Completion not later than 150 calendar days after being given Notice to Proceed, and to achieve final completion in accordance with section 6.3 of this Agreement not later than **30** calendar days after Substantial Completion. Contractor further agrees to pay liquidated damages in the amount of **\$500** for each consecutive calendar day Contractor is late in achieving Substantial Completion and **\$100** for each consecutive calendar day Contractor is late in achieving final completion.

Article 9. MISCELLANEOUS.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, Contractor shall not assign any monies due or to become due without the prior written consent of Owner.

9.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 The Contract Documents constitute the entire Agreement between Owner and Contractor and may be altered, amended or repealed only by a duly executed written instrument, in the form of a Change Order.

Article 10. OTHER PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:

CONTRACTOR:

CITY OF MILTON

By \_\_\_\_\_

By \_\_\_\_\_

Randy Jorgenson  
City Manager

Attest \_\_\_\_\_  
(SEAL)

Attest \_\_\_\_\_  
(SEAL)

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ as Principal, hereinafter \_\_\_\_\_, called the Bidder, and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto the **City of Milton** as Obligee, hereinafter called Owner, in the sum of \_\_\_\_\_ for the payment of which sum, well and truly to be made, the said Bidder and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Bidder has submitted a bid for construction of Water Line Upgradre, known as  
**Hamilton Bridge Water Upgrade**

**NOW THEREFORE**, if the Owner shall accept the bid of the Bidder and the Bidder shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Bidder to enter such contract and give such bond or bonds, if the Bidder shall pay to the Owner the penalty hereof, then this obligation shall be null and void, otherwise to remain in full force and effect, unless returned by Owner to Bidder; until Owner shall demand payment by Surety, all as allowed in the Contract Documents.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

ATTEST:

_____	_____	(SEAL)
	(Principal)	
	_____	
	(Print/Type)	
	_____	
	(Title)	

ATTEST:

_____	_____
_____	_____

(Attach Certified Copy of Power of Attorney)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_, as Principal hereinafter called Contractor, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, are held and firmly bound unto the **City of Milton**, as Obligee, whose business address is **P. O. Box 909, Milton, Florida 32572**, and whose telephone number is **(850) 983-5410**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into a written contract dated \_\_\_\_\_, with the Owner for **Hamilton Bridge Road Water Main Upgrade**, in accordance with drawings and specifications prepared by the City of Milton, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, for work to be performed at the following location(s): **Hamilton Bridge Road Between Gardenbrook Blvd and Windham Road, and Windham Road between Hamilton Bridge Road and Columbia Ave** said water facilities owned by, The City of Milton, whose business address is, P.O. Box 909, Milton, FL 32572 and whose telephone number is, 850-983-5410.

**THE PRINCIPAL FEATURES** of the work are briefly described as follows: upgrade existing 2" water main to 6" water main, replace services, add fire hydrants, restore right-of-way to pre-existing conditions or better.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and voided otherwise shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

The notice and time limitation provisions of Section 255.05, Florida Statutes, are incorporated in this Bond by reference.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed, sealed and delivered \_\_\_\_\_.

	_____
	(Seal)
_____	_____
(Witness)	(Signature)
	_____
	(Print/Type)
	_____
	(Title)
	_____
	(Surety)
	_____
	By _____

(Attach Certified Copy of Power of Attorney)

## LABOR AND MATERIAL PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_, as Principal hereinafter called Contractor, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, as Surety, whose business address is \_\_\_\_\_, and whose telephone number is \_\_\_\_\_, are held and firmly bound unto **The City of Milton**, as Obligee, whose business address is **P. O. Box 909, Milton, Florida 32572**, and whose telephone number is **(850) 983-5410**, hereinafter called Owner, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated \_\_\_\_\_, with the Owner for **Hamilton Bridge Road Water Main Upgrade**, in accordance with drawings and specifications prepared by the City of Milton, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, for work to be performed at the following location(s): **Hamilton Bridge Road Between Gardenbrook Blvd and Windham Road, and Windham Road between Hamilton Bridge Road and Columbia Ave** said property owned by, The City of Milton, whose business address is, 6738 Dixon Street Milton, FL 32570, and whose telephone number is, 850-983-5410.

**THE PRINCIPAL FEATURES** of the work are briefly described as follows: upgrade existing 2" water main to 6" water main, replace services, add fire hydrants, restore right-of-way to pre-existing conditions or better.

**NOW THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being constructed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.
  - a) Unless claimant, other than one having a direct contract with the Contractor shall have given written notice to any two of the following, the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid in an envelope addressed to the Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b) After the expiration of one (1) year following the date on which Contractor ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.
5. The notice and time limitation provisions of Section 255.05, Florida Statutes are incorporated in this Bond by reference.

Signed, sealed and dated \_\_\_\_\_.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print/Type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_

(Attach Certified Copy of Power of Attorney)

**CONTRACTORS FINAL AFFIDAVIT**

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

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who, after being duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the "Contractor", and as such makes this affidavit upon person knowledge.

2. This affidavit is made for the purpose of inducing final payment from the City of Milton to the Contractor for the following project:

**Hamilton Bridge Road Water Main Upgrade**

under contract dated \_\_\_\_\_, as amended.

3. All laborers, materialmen, and subcontractors who have provided materials or services to or for the Contractor under said contract or who have or may have liens against any property of the City of Milton or any claim against the City of Milton or against the payment bond if any on said project, have been paid in full, except the following:

*(If none, state "None")*

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_

PRINT/TYPE: \_\_\_\_\_

TITLE: \_\_\_\_\_

of \_\_\_\_\_  
(Contractor)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is known by me to be the \_\_\_\_\_ of \_\_\_\_\_, the Contractor, and who is personally known to me.

SIGN: \_\_\_\_\_

PRINT/TYPE: \_\_\_\_\_

Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

**WARRANTY**

\_\_\_\_\_  
(Date)

**PROJECT: Hamilton Bridge Road Water Main Upgrade**

\_\_\_\_\_ warrants that all work shall remain in serviceable and good condition (ordinary wear and tear abuse and causes beyond the control of \_\_\_\_\_ excluded) for a period of one year from the date of final acceptance of the work, and states that they will repair or replace without cost to the CITY OF MILTON, any imperfection in whole or in part which may develop in the work during the period above stated and any damage to other work caused by imperfections or the repairing of same.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

PRINT/TYPE: \_\_\_\_\_

TITLE: \_\_\_\_\_

of \_\_\_\_\_  
(Contractor)

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

Before me this day personally appeared, \_\_\_\_\_,  
\_\_\_\_\_ who, being first duly sworn, deposes and says that he/she executed the foregoing instrument for the uses and purposes set forth therein.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGN: \_\_\_\_\_

PRINT/TYPE: \_\_\_\_\_

Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

**INSURANCE CERTIFICATES TO BE  
INSERTED HERE**

**(After Award)**