

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11-17-2017

Contract/Lease Control #: C16-2396-PW

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: CARTER'S CONTRACTING SERVCIES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/25/2016

Expiration Date: 106 DAYS FROM NTP

Description of Contract/Lease: GAP CREEK PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed: NOVEMBER 17, 2017

Cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Palomar Insurance Corp. Palomar Insurance Corporation 4525 Executive Park Drive, Ste 202 Montgomery AL 36116	CONTACT NAME: Lindsey Cook	
	PHONE (A/C, No, Ext): 334-409-3108	FAX (A/C, No):
E-MAIL ADDRESS: lindseyc@palomarins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Crum and Forster Specialty Insurance		44520
INSURER B: Middlesex Insurance Company		23434
INSURER C: Alabama Home Builders Self Insurers		
INSURER D: Berkley National Insurance Company		38911
INSURER E: Safety National Casualty Corp.		15105
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2037638526 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK137526	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			A0057716001	3/24/2021	3/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			EFX119108	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2874700 SP4064106	1/1/2021 1/1/2021	1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D A	Leased/Rented Equipment Contractor's Pollution Liability			MNP1008188 EPK137526	3/24/2021 11/1/2021	3/24/2022 11/1/2022	Limit/Deductible \$1,000,000/\$15,000 Limit/Deductible \$1,000,000/\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFB PW 17-16 Gap Creek Stormwater Improvement Project Certificate holder is listed as additional insured as respects general liability and automobile liability as required be written contract.

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 302 N Wilson Street Crestview FL 32536-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/26/2016

Contract/Lease Control #: C16-2396-PW

Bid #: 17-16

Contract/Lease Type: CONTRACT

Award To/Lessee: CARTER'S CONTRACTING SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/25/2016

Term: 90 DAYS FROM NTP

Description of Contract/Lease: GAP CREEK PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

**Contract # C16-2396-PW
CARTER'S CONTRACTING SERVICES, INC.
GAP CREEK PROJECT
EXPIRES: 106 DAYS FROM NTP**

**SECOND AMENDMENT TO CONTRACT C16-2396-PW
GAP Creek Stormwater Improvement Project**

Between

**Carter's Contracting Services, Inc., and BOARD OF COUNTY COMMISSIONERS,
OKALOOSA COUNTY, FL.**

This Second Amendment of Contract C16-2396-PW, dated April 25, 2016, is made and entered into this 8th day of Feb, 2017, by and between the Board of County Commissioners, Okaloosa County, Florida, (hereinafter the "County") and Carter's Contracting Services, Inc., (hereinafter the "Contractor").

WHEREAS, on April 25, 2016, the County and Contractor entered into a contract, C16-2396-PW, to make improvements to the Popular Ave. Stormwater Pond (part of the Gap Creek Drainage Basin); and

WHEREAS, on July 21, 2016, the County and Contractor agreed to Change Order No. 1 to contract C16-2396-PW, to increase the contract price from \$220,554.03 to \$237,815.09; and

WHEREAS, a portion of the improvements were constructed on private property lying within Lot 2, Block 1, John Bishop Subdivision, as recorded in Plat Book 2, Page 60 of the Public Records of Okaloosa County, Florida; and

WHEREAS, the owner of the private property is willing to sell an additional drainage easement as shown in the attachment for \$30,000.00 which will allow all improvements to be within a drainage easement; and

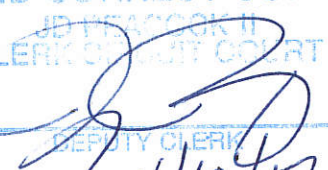
WHEREAS, the County and Contractor agree the improvements were inadvertently constructed on private property due to the compressed construction schedule, and agree the improvements as constructed are superior to reconstruction within the existing easement; and

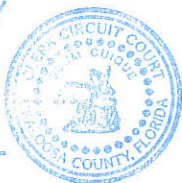
WHEREAS, the County and Contractor agree to equally share responsibility for the cost of the additional drainage easement.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C16-2396-PW as follows:

1. C16-2396-PW is hereby amended from a not to exceed total price of \$237,815.09 to a total price of \$222,815.09; a deduction of \$15,000.00 this reduction in the contract price represents the Contractor's contribution toward the acquisition of the easement; and

2. All other provisions of the Contract shall remain in full force and effect through the duration.

CERTIFIED A TRUE
AND CORRECT COPY
ID # 15300011
CLERK OF CIRCUIT COURT
BY 
DEPUTY CLERK
DATE 4/19/17



IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

Carter's Contracting Services, Inc.

Signature: Mertha Carter

Print: Mertha Carter

Date: 1/30/17

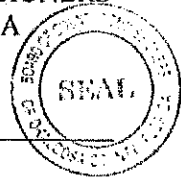
Witness for contractor signature:

Signature: Dindy Edson

Print: Dindy Edson

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Carolyn N. Ketchel
Carolyn N. Ketchel, Chairman



Date: 8 Feb 2017

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



APPROVED AS TO FORM:

Gregory T. Stewart
Gregory T. Stewart, County Attorney

CHANGE ORDER FORM

Date: 3/13/2017 Contract No.: C16-2396-PW (Gap Creek) Change Order No.: 2

Owner: Okaloosa County Board of County Commissioners

Contractor: Carter's Contracting Service, Inc.

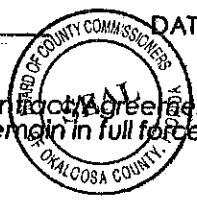
Summary: Extend contract end date and reduce contract price due to construction outside of right-of-way defined in C16-2396-PW Amendment 2.

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	\$220,554.03
Net change by previously authorized Change Orders:	\$17,261.06
Present Contract Price:	\$237,815.09
This Change Order will (add/deduct):	(\$15,000.00)
New Contract Price:	\$222,815.09

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	90 Days (Final)
Original Substantial Completion Date:	August 14, 2016 (Final)
Net change by previously authorized Change Orders:	16 Days (Final)
This Change Order will (add/deduct):	275 Days (Final)
New Contract Time:	381 Days (Final)
New Substantial Completion Date:	10/25/2016 (Substantial) 6/1/2017 (Final)

APPROVALS

REQUESTED BY: <u>[Signature]</u>	DATE: <u>4/10/17</u>
PROJECT ENGINEER: <u>[Signature]</u>	DATE: <u>4/7/17</u>
CONTRACTOR: <u>[Signature]</u>	DATE: <u>4/4/17</u>
OWNER: <u>[Signature]</u> Carolyn N. Ketchel, Chairman	DATE: <u>4/18/17</u>



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

**SECOND AMENDMENT TO CONTRACT C16-2396-PW
GAP Creek Stormwater Improvement Project**

Between

**Carter's Contracting Services, Inc., and BOARD OF COUNTY COMMISSIONERS,
OKALOOSA COUNTY, FL.**

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WHEREAS, on April 25, 2016, the County and Contractor entered into a contract, C16-2396-PW, to make improvements to the Popular Ave. Stormwater Pond (part of the Gap Creek Drainage Basin); and

WHEREAS, on July 21, 2016, the County and Contractor agreed to Change Order No. 1 to contract C16-2396-PW, to increase the contract price from \$220,554.03 to \$237,815.09; and

WHEREAS, a portion of the improvements were constructed on private property lying within Lot 2, Block 1, John Bishop Subdivision, as recorded in Plat Book 2, Page 60 of the Public Records of Okaloosa County, Florida; and

WHEREAS, the owner of the private property is willing to sell an additional drainage easement as shown in the attachment for \$30,000.00 which will allow all improvements to be within a drainage easement; and

WHEREAS, the County and Contractor agree the improvements were inadvertently constructed on private property due to the compressed construction schedule, and agree the improvements as constructed are superior to reconstruction within the existing easement; and

WHEREAS, the County and Contractor agree to equally share responsibility for the cost of the additional drainage easement.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C16-2396-PW as follows:

1. C16-2396-PW is hereby amended from a not to exceed total price of \$237,815.09 to a total price of \$222,815.09; a deduction of \$15,000.00 this reduction in the contract price represents the Contractor's contribution toward the acquisition of the easement; and
2. All other provisions of the Contract shall remain in full force and effect through the duration.

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT

BY [Signature]
DEPUTY CLERK
DATE 2/13/17



IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

Carter's Contracting Services, Inc.

Signature: Mertlia Carter

Print: Mertlia Carter

Date: 1/30/17

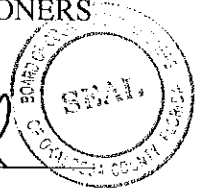
Witness for contractor signature:

Signature: Cindy Edson

Print: Cindy Edson

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

Carolyn N Ketchel
Carolyn N. Ketchel, Chairman



Date: 8 Feb 2018

ATTEST:

Jay J. Stanford
J.D. Rencock II, Clerk



APPROVED AS TO FORM:

Gregory T. Stewart
Gregory T. Stewart, County Attorney



PW #4

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

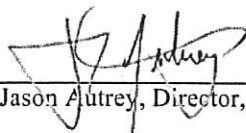
DATE: February 7, 2017
TO: Honorable Chairman and Members of the Board
FROM: Jason Autrey
SUBJECT: Amendment 2 for Gap Creek Stormwater Improvement Project
DEPARTMENT: Public Works
BCC DISTRICT: 4

STATEMENT OF ISSUE: During the construction of Gap Creek Stormwater Improvement Project, the contractor constructed a portion of the concrete ditch and chain link fence enclosure on private property. Contract C16-2396-PW with Carter's Contracting Services, Inc. needs to be amended to provide compensation which will allow all improvements to be within a drainage easement.

BACKGROUND: Construction contract C16-2396-PW with Carter's Contracting removed an existing culvert pipe lying within the east 10 feet of Lot 3 and the west 10 feet of Lot 2, Block 1, John Bishop Subdivision as recorded in Plat Book 2, Page 60 of the Public Records of Okaloosa County, Florida. The culvert pipe was replaced with an open concrete-lined ditch for the entire length of Lots 2 and 3. During construction, the contractor exceeded the limits of the existing drainage easement. The infrastructure encroachment into private property was not discovered until the project was nearly completed. Staff has been in contact with Mr. Bob Crosby, the owner of lots 1 and 2, Block 1, John Bishop Subdivision. Mr. Crosby has agreed to grant the Board of County Commissioners an additional easement to cover the encroachment for \$30,000.00. The County and Contractor agree the improvements were inadvertently constructed on private property and agree the improvements as constructed are superior to reconstruction. The Contractor has agreed to cover half of the cost, \$15,000.00, of the easement which will allow all improvements to be within a drainage easement.


OPTIONS: Approve/Disapprove the Second Amendment to Contract C16-2396 with Carter's Contracting Services, Inc.

RECOMMENDATION: Approve the Second Amendment to Contract C16-2396 with Carter's Contracting Services, Inc., reducing the total price from \$237,815.09 to \$222,815.09; a deduction of \$15,000.000 to be used towards the acquisition of the easement.

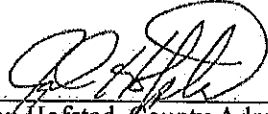


Jason Autrey, Director, Public Works 2/1/2017

RECOMMENDED BY:

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY 
DEPUTY CLERK
DATE 2/13/17





John Hofstad, County Administrator 2/1/2017

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C16-2396-PW</u>	Tracking Number: _____
Contractor/Lessee Name: <u>Carter's Contracting Services Inc.</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Amendment 2</u>	
Date/Term: <u>NA</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>(\$15,000.00)</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Public Works</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Scott Bitterman</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review	
Procurement requirements are met:	
<u>See Email from Jan 31</u>	Date: _____
Purchasing Director or designee	

Risk Management Review	
Approved as written:	
<u>See Email from Jan 31</u>	Date: _____
Risk Manager or designee	

County Attorney Review	
Approved as written:	
<u>See Email from Jan 27</u>	Date: _____
County Attorney	

Following Okaloosa County approval:

Contracts & Grants	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

Scott Bitterman

From: Greg Stewart
Sent: Friday, January 27, 2017 10:23 AM
To: Scott Bitterman
Cc: Garner, Bill; Roy Petrey
Subject: Re: Gap Creek drainage improvements
Attachments: Amendment 2 Carters C16-2396-PW.docx

Scott - Here is the amendment to the contractors agreement to adjust for their contribution to the acquisition of the easement. I have made a couple of edits. It is approved by legal.

Bill and I talked about the acquisition of the easement itself and we will need a separate agreement for the purchase of the easement. Bill will prepare a basic agreement and get that to you later today or Monday at the latest.

Let me know if you have any questions.

From: Scott Bitterman
Sent: Friday, January 27, 2017 9:41 AM
To: Greg Stewart
Cc: Garner, Bill; Roy Petrey
Subject: RE: Gap Creek drainage improvements

Greg,

Here is an amendment for your review. Please provide any corrections and I'll have the contractor sign so that it can be placed on the Feb 7 Board Agenda.

Thanks,

Scott

-----Original Message-----

From: Greg Stewart
Sent: Thursday, January 26, 2017 11:33 AM
To: Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Cc: Garner, Bill <bgarner@ngn-tally.com>; Roy Petrey <rpetrey@co.okaloosa.fl.us>
Subject: Re: Gap Creek drainage improvements

We will want an amendment to the agreement authorizing the withholding of amount. Want to make sure that is how they want to pay it. If they want to separately pay i would not make final payment til they do

Sent from my iPhone

> On Jan 26, 2017, at 12:24 PM, Scott Bitterman <sbitterman@co.okaloosa.fl.us> wrote:

>

> Greg,

>

> Quick refresher on this project. We hired a contractor to improve a drainage ditch. The contractor mistakenly veered outside of the drainage easement and built a portion of the ditch on private property. The property owner desires \$30k

for an additional easement to allow the ditch to remain as constructed. Our contractor has agreed to pay for half (\$15k) for this additional easement.

>

> We still owe the Contractor about \$17k from a few misc. items and retainage. My question is this: Can I deduct \$15k from the contract price via Change Order to accept payment from the contractor for the easement?

>

> Scott

>

> -----Original Message-----

> From: Garner, Bill [mailto:bgarner@ngn-tally.com]

> Sent: Monday, January 23, 2017 1:30 PM

> To: Jeff Henderson <jhenderson@co.okaloosa.fl.us>

> Cc: Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Zan Fedorak

> <zfedorak@co.okaloosa.fl.us>; Roy Petrey <rpetry@co.okaloosa.fl.us>

> Subject: RE: Gap Creek drainage improvements

>

> Jeff,

>

> I had to redraft the easement due to the fact that the property is held in trust. Also, I prepared an affidavit for the Crosby's to sign that attests to their ability under the trust agreement to grant the easement.

>

> William C. Garner (Bill)

>

>

> 1500 Mahan Drive, Suite 200

> Tallahassee, Florida 32308

> (850) 224-4070 Tel.

> (850) 224-4073 Fax

>

>

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>

>

> -----Original Message-----

> From: Jeff Henderson [mailto:jhenderson@co.okaloosa.fl.us]

> Sent: Monday, January 23, 2017 10:33 AM

> To: Garner, Bill

> Subject: RE: Gap Creek drainage improvements

>

> Thanks Bill.

>

> -----Original Message-----

> From: Garner, Bill [mailto:bgarner@ngn-tally.com]

> Sent: Monday, January 23, 2017 8:46 AM
> To: Jeff Henderson <jhenderson@co.okaloosa.fl.us>
> Cc: Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Zan Fedorak
> <zfedorak@co.okaloosa.fl.us>; Roy Petrey <rpetrey@co.okaloosa.fl.us>
> Subject: RE: Gap Creek drainage improvements

>
> I will provide something to you later today.

>
> William C. Garner (Bill)

>
>
> 1500 Mahan Drive, Suite 200
> Tallahassee, Florida 32308
> (850) 224-4070 Tel.
> (850) 224-4073 Fax

>
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>
> -----Original Message-----

> From: Jeff Henderson [mailto:jhenderson@co.okaloosa.fl.us]
> Sent: Monday, January 23, 2017 9:45 AM
> To: Garner, Bill
> Cc: Scott Bitterman; Zan Fedorak; Roy Petrey
> Subject: RE: Gap Creek drainage improvements

>
> Bill,

>
> My superiors asked that I get this moving sometime this week. I will try to contact Mr. Crosby today if I hear from you indicating that the easement looks legal. Let me know as soon as possible if there's anything I can get you.

>
> -----Original Message-----

> From: Garner, Bill [mailto:bgarner@ngn-tally.com]
> Sent: Thursday, January 05, 2017 2:10 PM
> To: Jeff Henderson <jhenderson@co.okaloosa.fl.us>
> Cc: Garner, Bill <bgarner@ngn-tally.com>; Scott Bitterman
> <sbitterman@co.okaloosa.fl.us>; Zan Fedorak
> <zfedorak@co.okaloosa.fl.us>
> Subject: Re: Gap Creek drainage improvements

>
> When will you be meeting with Mr. Crosby?

>
> Sent from my iPad

>
>> On Jan 5, 2017, at 3:07 PM, "Jeff Henderson" <jhenderson@co.okaloosa.fl.us> wrote:
>>
>> Bill,
>>
>> Here's another issue I have going. In the not too distant past (a few months) a contractor installed a ditch within the 20 feet drainage easement the county has lying 10 feet either side of lots 2 and 3 of Block 1 John Bishop Subdivision.
>>
>> The contractor got outside the limits of the easement along that portion lying in lot 2 which is owned by Robert D and Jane Crosby. I will need to acquire a drainage easement to address this encroachment into Mr. Crosby's property. I've prepared the easement and provided the sketches for visual aid. Please review the easement for accuracy so that I may have it available when I meet with Mr. Crosby to discuss the settlement price for this encroachment into his property.
>>
>> Let me know if there is anything else I can provide you with that may assist in the document preparation.
>>
>> Your message is ready to be sent with the following file or link attachments:
>>
>> Gap Creek shopping center.docx
>>
>>
>> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
>> <John Bishop Lots 2 and 3 Blk 1 drainage easement.pdf> <Gap Creek
>> Drainage Easement Lovejoy Rd Crosby prop.doc>
>
> <Grant of Non-Exclusvie Drainage Easement_1.23.17.doc> <Affidavit of
> Trust.doc>

Scott Bitterman

From: Greg Kisela
Sent: Tuesday, January 31, 2017 7:51 AM
To: Scott Bitterman
Subject: RE: Gap Creek drainage improvements

Scott: I am okay with this item.

Greg Kisela
Purchasing Director
Okaloosa County BCC

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

-----Original Message-----

From: Scott Bitterman
Sent: Monday, January 30, 2017 3:28 PM
To: Greg Kisela <gkisela@co.okaloosa.fl.us>
Subject: FW: Gap Creek drainage improvements

Hi Greg,

Here is an agenda item for internal coordination. Complete documents can be viewed in MinuteTraq #6787. I have already had legal and risk approve it. If you are fine with the amendment to the contract, please respond to this Email with, "Purchasing approved".

Thanks,

Scott Bitterman, County Engineer
Okaloosa County Public Works

-----Original Message-----

From: Scott Bitterman
Sent: Friday, January 27, 2017 3:02 PM
To: Krystal King (kking@co.okaloosa.fl.us) <kking@co.okaloosa.fl.us>
Subject: FW: Gap Creek drainage improvements

Krystal,

The above Contract Amendment will go with Agenda Item 6787 in MinuteTraq. Please review for internal coordination and let me know if Risk approves.

Thanks,

Scott

-----Original Message-----

From: Greg Stewart
Sent: Friday, January 27, 2017 10:23 AM
To: Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Cc: Garner, Bill <bgarner@ngn-tally.com>; Roy Petrey <rpetry@co.okaloosa.fl.us>
Subject: Re: Gap Creek drainage improvements

Scott - Here is the amendment to the contractors agreement to adjust for their contribution to the acquisition of the easement. I have made a couple of edits. It is approved by legal.

Bill and I talked about the acquisition of the easement itself and we will need a separate agreement for the purchase of the easement. Bill will prepare a basic agreement and get that to you later today or Monday at the latest.

Let me know if you have any questions.

From: Scott Bitterman
Sent: Friday, January 27, 2017 9:41 AM
To: Greg Stewart
Cc: Garner, Bill; Roy Petrey
Subject: RE: Gap Creek drainage improvements

Greg,

Here is an amendment for your review. Please provide any corrections and I'll have the contractor sign so that it can be placed on the Feb 7 Board Agenda.

Thanks,

Scott

-----Original Message-----

From: Greg Stewart
Sent: Thursday, January 26, 2017 11:33 AM
To: Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Cc: Garner, Bill <bgarner@ngn-tally.com>; Roy Petrey <rpetry@co.okaloosa.fl.us>
Subject: Re: Gap Creek drainage improvements

We will want an amendment to the agreement authorizing the withholding of amount. Want to make sure that is how they want to pay it. If they want to separately pay i would not make final payment til they do

Sent from my iPhone

> On Jan 26, 2017, at 12:24 PM, Scott Bitterman <sbitterman@co.okaloosa.fl.us> wrote:

>

> Greg,

>

> Quick refresher on this project. We hired a contractor to improve a drainage ditch. The contractor mistakenly veered outside of the drainage easement and built a portion of the ditch on private property. The property owner desires \$30k for an additional easement to allow the ditch to remain as constructed. Our contractor has agreed to pay for half (\$15k) for this additional easement.

>
> We still owe the Contractor about \$17k from a few misc. items and retainage. My question is this: Can I deduct \$15k from the contract price via Change Order to accept payment from the contractor for the easement?
>
> Scott
>
> -----Original Message-----
> From: Garner, Bill [mailto:bgarner@ngn-tally.com]
> Sent: Monday, January 23, 2017 1:30 PM
> To: Jeff Henderson <jhenderson@co.okaloosa.fl.us>
> Cc: Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Zan Fedorak
> <zfedorak@co.okaloosa.fl.us>; Roy Petrey <rpetry@co.okaloosa.fl.us>
> Subject: RE: Gap Creek drainage improvements
>
> Jeff,
>
> I had to redraft the easement due to the fact that the property is held in trust. Also, I prepared an affidavit for the Crosby's to sign that attests to their ability under the trust agreement to grant the easement.
>
> William C. Garner (Bill)
>
>
> 1500 Mahan Drive, Suite 200
> Tallahassee, Florida 32308
> (850) 224-4070 Tel.
> (850) 224-4073 Fax
>
>
> The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein. Thank you.
>
>
> -----Original Message-----
> From: Jeff Henderson [mailto:jhenderson@co.okaloosa.fl.us]
> Sent: Monday, January 23, 2017 10:33 AM
> To: Garner, Bill
> Subject: RE: Gap Creek drainage improvements
>
> Thanks Bill.
>
> -----Original Message-----
> From: Garner, Bill [mailto:bgarner@ngn-tally.com]
> Sent: Monday, January 23, 2017 8:46 AM
> To: Jeff Henderson <jhenderson@co.okaloosa.fl.us>

> Cc: Scott Bitterman <sbitterman@co.okaloosa.fl.us>; Zan Fedorak
> <zfedorak@co.okaloosa.fl.us>; Roy Petrey <rpetrey@co.okaloosa.fl.us>
> Subject: RE: Gap Creek drainage improvements

>
> I will provide something to you later today.

>
> William C. Garner (Bill)

>
> 1500 Mahan Drive, Suite 200
> Tallahassee, Florida 32308
> (850) 224-4070 Tel.
> (850) 224-4073 Fax

>
> The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Internal Revenue Service regulations require that certain types of written advice include a disclaimer. To the extent the preceding message contains advice relating to a Federal tax issue, unless expressly stated otherwise the advice is not intended or written to be used, and it cannot be used by the recipient or any other taxpayer, for the purpose of avoiding Federal tax penalties, and was not written to support the promotion or marketing of any transaction or matter discussed herein. Thank you.

>
> -----Original Message-----

> From: Jeff Henderson [<mailto:jhenderson@co.okaloosa.fl.us>]
> Sent: Monday, January 23, 2017 9:45 AM
> To: Garner, Bill
> Cc: Scott Bitterman; Zan Fedorak; Roy Petrey
> Subject: RE: Gap Creek drainage improvements

>
> Bill,
>
> My superiors asked that I get this moving sometime this week. I will try to contact Mr. Crosby today if I hear from you indicating that the easement looks legal. Let me know as soon as possible if there's anything I can get you.

>
> -----Original Message-----

> From: Garner, Bill [<mailto:bgarner@ngn-tally.com>]
> Sent: Thursday, January 05, 2017 2:10 PM
> To: Jeff Henderson <jhenderson@co.okaloosa.fl.us>
> Cc: Garner, Bill <bgarner@ngn-tally.com>; Scott Bitterman
> <sbitterman@co.okaloosa.fl.us>; Zan Fedorak
> <zfedorak@co.okaloosa.fl.us>
> Subject: Re: Gap Creek drainage improvements

>
> When will you be meeting with Mr. Crosby?

>
> Sent from my iPad

>
>> On Jan 5, 2017, at 3:07 PM, "Jeff Henderson" <jhenderson@co.okaloosa.fl.us> wrote:

>>
>> Bill,
>>
>> Here's another issue I have going. In the not too distant past (a few months) a contractor installed a ditch within the 20 feet drainage easement the county has lying 10 feet either side of lots 2 and 3 of Block 1 John Bishop Subdivision.
>>
>> The contractor got outside the limits of the easement along that portion lying in lot 2 which is owned by Robert D and Jane Crosby. I will need to acquire a drainage easement to address this encroachment into Mr. Crosby's property. I've prepared the easement and provided the sketches for visual aid. Please review the easement for accuracy so that I may have it available when I meet with Mr. Crosby to discuss the settlement price for this encroachment into his property.
>>
>> Let me know if there is anything else I can provide you with that may assist in the document preparation.
>>
>> Your message is ready to be sent with the following file or link attachments:
>>
>> Gap Creek shopping center.docx
>>
>>
>> Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.
>> <John Bishop Lots 2 and 3 Blk 1 drainage easement.pdf> <Gap Creek
>> Drainage Easement Lovejoy Rd Crosby prop.doc>
>
> <Grant of Non-Exclusvie Drainage Easement_1.23.17.doc> <Affidavit of
> Trust.doc>

Scott Bitterman

From: Krystal King
Sent: Tuesday, January 31, 2017 8:06 AM
To: Scott Bitterman
Subject: RE: Gap Creek drainage improvements

Risk Management approved.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

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-----Original Message-----

From: Scott Bitterman
Sent: Friday, January 27, 2017 3:02 PM
To: Krystal King <kking@co.okaloosa.fl.us>
Subject: FW: Gap Creek drainage improvements

Krystal,

The above Contract Amendment will go with Agenda Item 6787 in MinuteTraq. Please review for internal coordination and let me know if Risk approves.

Thanks,

Scott

-----Original Message-----

From: Greg Stewart
Sent: Friday, January 27, 2017 10:23 AM
To: Scott Bitterman <sbitterman@co.okaloosa.fl.us>
Cc: Garner, Bill <bgarner@ngn-tally.com>; Roy Petrey <rpetry@co.okaloosa.fl.us>
Subject: Re: Gap Creek drainage improvements

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Bill and I talked about the acquisition of the easement itself and we will need a separate agreement for the purchase of the easement. Bill will prepare a basic agreement and get that to you later today or Monday at the latest.

Let me know if you have any questions.

From: Scott Bitterman

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/15/2016

Contract/Lease Control #: C16-2396-PW

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: CARTER'S CONTRACTING SERVICES, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/25/2016

Term: 106 DAYS FROM NTP

Description of Contract/Lease: GAP CREEK PROJECT

Department: PW

Department Monitor: AUTREY

Monitor's Telephone #: 850-689-5772

Monitor's FAX # or E-mail: JAUTREY@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

CHANGE ORDER FORM

Date: 7/21/16 Contract No.: C16-2396-PW Change Order No.: 1

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
(Gap Creek Pond - Poplar & Lovejoy)

Contractor: CARTER'S CONTRACTING SERVICES, INC.

Summary: Relocate Reclaimed Water line, MODIFY EXISTING ERCP, INSTALL 5' SECTION OF ERCP

CHANGE TO CONTRACT PRICE	
DESCRIPTION	AMOUNT
Original Contract Price:	220,554.03
Net change by previously authorized Change Orders:	0
Present Contract Price:	220,554.03
This Change Order will <u>(add)</u> /deduct):	17,261.06
New Contract Price:	237,815.09

CHANGE TO CONTRACT TIME	
DESCRIPTION	DATE or NUMBER OF DAYS
Original Contract Time:	90 DAYS
Original Substantial Completion Date:	August 14, 2016
Net change by previously authorized Change Orders:	0
This Change Order will <u>(add)</u> /deduct):	16 DAYS
New Contract Time:	106 DAYS
New Substantial Completion Date:	August 30, 2016

APPROVALS

REQUESTED BY: [Signature]

PROJECT ENGINEER: [Signature]

CONTRACTOR: [Signature]

OWNER: [Signature]

DATE: 7/28/16

DATE: 7/21/16

DATE: 7/28/16

DATE: 7/29/16

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

Contract# C16-2396-PW
Carters's Contracting Services, Inc.
Gap Creek Project
Expires: 106 DAYS FROM NTP

FIRST AMENDMENT TO CONTRACT C16-2396-PW
GAP Creek Stormwater Improvement Project

21st

July

T. Ward

BCC Records

This First Amendment made and entered into this ~~21~~ day of ~~July~~, 2016, hereby amends contract C16-2396-PW, dated April 25, 2016, by and between Okaloosa County, Florida, (hereinafter the "County") and Carter's Contracting Services, Inc. (hereinafter the "Contractor").

WHEREAS, on April 25, 2016, the County and Contractor entered into a contract, C16-2396-PW, to make improvements to the Popular Ave. Stormwater Pond (part of the Gap Creek Drainage Basin); and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to record access and retention as depicted in the DEP Grant G0326; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C16-2396-PW as follows:

1. Attachment K Contract Provisions is amended to include the following additional provision:

24. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives, Okaloosa County, Okaloosa County Clerk of Court's Inspector General or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

2. C16-2396-PW is hereby amended to include the following additional provision:

XIII. Public Records:

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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, email: riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes or as otherwise provided by law.
- c. 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 County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County 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 the public records. All records stored electronically must be provided to the public agency, upon the 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.

3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

Carter's Contracting Services, Inc.

Mertha Carter
Signature

Mertha Carter
Print

Date: 6/27/16

Witness for contractor signature:

Kimberly McLeod
Signature

Kimberly McLeod
Print Name

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman



Date: 7/21/16

ATTEST:

J.D. Peacock II
J.D. Peacock II, Clerk



NOTICE TO PROCEED

DATE: April 28, 2016

**TO: Mertha Carter
Carter's Contracting, Services, Inc.
23263 Harmony Church Road
Andalusia, AL 36421**

PROJECT: Gap Creek Stormwater Improvement Project (Contract #C16-2396-PW)

You are hereby authorized to commence WORK in accordance with the Agreement dated April 25th, 2016, on May 16th, 2016 and you are to complete the WORK within **90 Calendar Days**. The date of completion of all WORK is therefore August 14th, 2016.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of \$ **972.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledged copy of this **NOTICE TO PROCEED** to the **OWNER**: Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, FL 32536.

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

OWNER

BY: Zan Fedorak
Zan Fedorak

TITLE: **Purchasing Manager**

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Carter's Contracting Services, Inc.
Company Name

This the 28th day of April, 2016

Mertha Carter
Signature

By: Austin Carter
Type or Print Name

Title: Regional Manager

CONTRACT # C16-2396-PW
CARTER'S CONTRACTING SERVICES, INC.
GAP CREEK PROJECT
EXPIRES: 90 DAYS FROM NTP

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Carter's Contracting Services, Inc.

(Name of Contractor)

23263 Harmony Church Rd. Andalusia, AL 36420

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Parkway West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

(Name of Owner)

101 EAST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of ^{Two hundred twenty thousand five} ~~hundred fifty four 07/100~~ Dollars (\$ 220,554.07) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 22 day of April, 2016, a copy of which is hereto attached and made a part hereof for the REB PW 17-16 Gap Creek Stormwater Improvement Project

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

Inst. #3065870 Bk: 3248 Pg: 618
Page 1 of 4 Recorded: 5/16/2016 12:26 PM
RECORDING ARTICLE V: \$16.00 RECORDING: \$19.50

DEPUTY CLERK JLALLEN
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

**CONTRACT # C16-2396-PW
CARTER'S CONTRACTING SERVICES, INC.
GAP CREEK PROJECT
EXPIRES: 90 DAYS FROM NTP**

PAYMENT BOND

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

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

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

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

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

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 22nd day of April, 2016.

ATTEST

Dickson

(PRINCIPAL) SECRETARY

(SEAL)



WITNESS AS TO PRINCIPAL

23263 Harmony Church Rd.

Andalusia, AL 36420

ADDRESS

ATTEST

Kelly Berry

WITNESS TO SURETY, Kelly Berry

1030 17th Ave S.

Nashville, TN 37212

ADDRESS

Carter's Contracting Services, Inc.

PRINCIPAL

BY: Martha Carter (S)

23263 Harmony Church Rd.

Andalusia, AL 36420

ADDRESS

Merchants Bonding Company (Mutual)

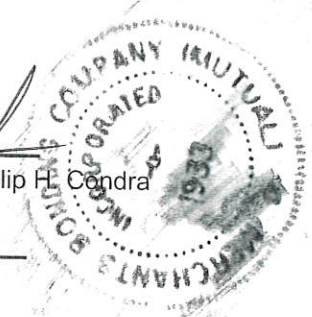
SURETY

BY: Phillip H. Condra
ATTORNEY-IN-FACT, Phillip H. Condra

6700 Westown Parkway

West Des Moines, IA 50266

ADDRESS



Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregory E Nash; Kelly L Berry; Phillip H Condra

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

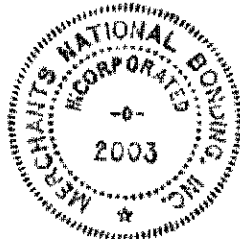
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



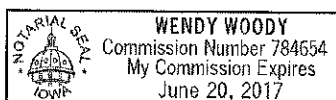
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

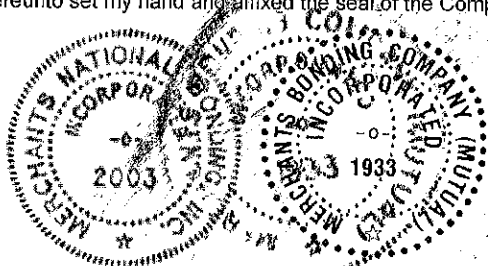


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Companies on this 22nd day of April, 2016.



William Warner Jr.
Secretary

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Carter's Contracting Services, Inc.
(Name of Contractor)

23263 Harmony Church Rd. Andalusia, AL 36420
(Address of Contractor)

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

Merchants Bonding Company (Mutual)
(Name of Surety)

6700 Westown Parkway West Des Moines, IA 50266
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
(Name of Owner)

101 EAST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of Two hundred twenty thousand five hundred fifty four 07/100 Dollars (\$ 220,554.07) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 22 day of April, 2016, a copy of which is hereto attached and made a part hereof for the RFB PW 17-16, Gap Creek Stormwater Improvement Project

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

Inst. #3065871 Bk: 3248 Pg: 622
Page 1 of 3 Recorded: 5/16/2016 12:26 PM
RECORDING ARTICLE V: \$12.00 RECORDING: \$15.00

**CONTRACT # C16-2396-PW
CARTER'S CONTRACTING SERVICES, INC.
GAP CREEK PROJECT
EXPIRES: 90 DAYS FROM NTP**

DEPUTY CLERK JLALLEN
JD PEACOCK II CLERK OF COURTS,
OKALOOSA COUNTY, FLORIDA

PERFORMANCE BOND

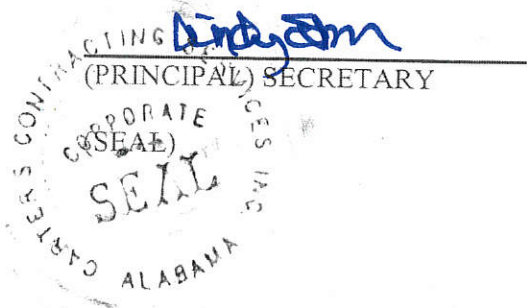
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this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

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

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the 22nd day of April, 2016.

ATTEST



(PRINCIPAL) SECRETARY

Carter's Contracting Services, Inc.
PRINCIPAL

BY Martha Carter (S)

23263 Harmony Church Rd.

Andalusia, AL 36420
ADDRESS

WITNESS AS TO PRINCIPAL

23263 Harmony Church Rd.

Andalusia, AL 36420
ADDRESS

Merchants Bonding Company (Mutual)
SURETY

PERFORMANCE BOND

ATTEST

Kelly Berry
WITNESS TO SURETY, Kelly Berry

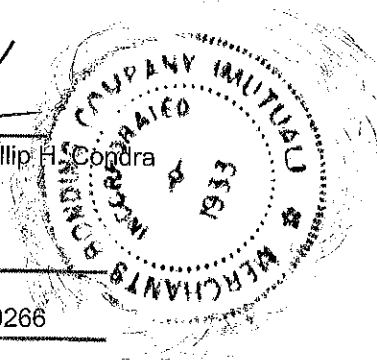
1030 17th Ave S.

Nashville, TN 37212
ADDRESS

BY: Phillip H. Condra
ATTORNEY-IN-FACT, Phillip H. Condra

6700 Westown Parkway

West Des Moines, IA 50266
ADDRESS



Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

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

NOTICE OF AWARD

TO:

Mertha Carter
Carter's Contracting Services, Inc.
23263 Harmony Church Road
Andalusia, AL 36421

PROJECT: Gap Creek Project
DESCRIPTION: RFB PW 17-16, Contract C16-2396-PW

The **OWNER** has considered the **BID** submitted by you for the above-described WORK.

You are hereby notified that your bid has been accepted for items in the amounts of specified within the contract.

You are required by the Instructions to Contractors to execute the Agreement within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bonds within fifteen (15) calendar days from the date of this notice, said **OWNER'S** acceptance of your bid is abandoned. The **OWNER** will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this **NOTICE OF AWARD** to the **OWNER**: Okaloosa County Purchasing, ATTN: Joanne Kublik, 5479A Old Bethel Road, Crestview, FL 32536. If you have any questions, please call Joanne Kublik at 850-689-5960.

Dated this 26 day of April, 2016

OWNER – OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS-

BY: Zan Fedorak TITLE Purchasing Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged.

BY: Mertha Carter

This the 2 day of May, 2016.

BY: Mertha Carter

Title: President

**CONTRACT # C16-2396-PW
CARTER'S CONTRACTING SERVICES, INC.
GAP CREEK PROJECT
EXPIRES: 90 DAYS FROM NTP**

USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

- [Entity Overview](#)
- [Entity Record](#)
- [Core Data](#)
- [Assertions](#)
- [Reps & Certs](#)
- [POCs](#)
- [Reports](#)
- [Service Contract Report](#)
- [BioPreferred Report](#)
- [Exclusions](#)
- [Active Exclusions](#)
- [Inactive Exclusions](#)
- [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Carter's Contracting Services, Inc., A Close Corporation 23263 Harmony Church Rd
 DUNS: 093186914 CAGE Code: 0JLW4 Andalusia, AL, 36421-8326 ,
 Status: Active UNITED STATES

Expiration Date: 03/29/2017
 Purpose of Registration: All Awards

Entity Overview

Entity Information

Name: Carter's Contracting Services, Inc., A Close Corporation
Business Type: Business or Organization
POC Name: Cindy Edson
Registration Status: Active
Activation Date: 03/29/2016
Expiration Date: 03/29/2017

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.46.20160226-1435

WWW7



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

CONTRACT
C16 - _____ PW
Gap Creek Stormwater Improvement Project

This Contract executed and entered into this 25th day of April, 2016, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address 1250 N. Eglin Parkway, Shalimar, FL 32579, and Carter's Contracting Services, Inc., a foreign corporation certified to business in the state of Florida, whose principal address is 23263 Harmony Church Road, Andalusia, AL 36421, (hereinafter the "Contractor"), and states as follows:

WITNESSETH:

I. Incorporation of Documents

The following documents are incorporated by reference into this Contract and are attached as Exhibit "A":

1. Request for Proposals & Acknowledgment/Contractor's Submittal, **RFB PW 17-16, Gap Creek Stormwater Improvement Project**, date of opening April 6, 2016 and any addendums thereto.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Services and Payment

The Scope of this Contract is for Contractor to make improvements to the Poplar Avenue Stormwater Pond (part of the Gap Creek Drainage Basin) in Fort Walton Beach, Florida. Further detail of the scope is outlined in attached Exhibit "A". Any changes to the Contract shall be by a change order which must be agreed to and fully executed by the parties.

Contractor shall be paid in accordance with the pricing outline in its submittal, attached as part of Exhibit "A".

III. Duration of Contract and Termination of the Contract

The Contract will be valid when fully executed by both parties. Construction will begin once Notice to Proceed is issued. Contractor shall have a duration of ninety (90) calendar days to reach final completion of this project.

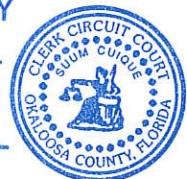
The County may terminate the Contract with or without cause by providing ten (10) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

**CERTIFIED A TRUE
AND CORRECT COPY**

JD PEACOCK II
CLERK CIRCUIT COURT

BY *Teresa Ward*
DEPUTY CLERK

DATE *April 26, 2016*



CONTRACT # C16-2396-PW
CARTER'S CONTRACTING SERVICES, INC.
GAP CREEK PROJECT
EXPIRES: 90 DAYS FROM NTP

IV. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representative of the County shall be:

Jason Autrey, Director
Public Works Department
1759 South Ferdon Blvd.
Crestview, FL 32536
Phone: 850-689-5772
jautrey@co.okaloosa.fl.us

The authorized representative(s) for Carter's Contracting Services, Inc. shall be:

Mertha Carter
Carter's Contracting Services, Inc.
23263 Harmony Church Road
Andalusia, AL 36421
Phone: 334-222-6670
Email: cedson@carters-contracting.com

Courtesy copy to:

Joanne Kublik
Contracts & Leases Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: jkublik@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days prior notice of the address change.

V. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County.

VI. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

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 OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County 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 chapter 119 Florida Statutes 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 County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County 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 the public records. All records stored electronically must be provided to the public agency, upon the 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.

VII. Assignment

Contractor may not assign his interest in this Contract without the express written consent of the County, which will not be unreasonably withheld.

VIII. Entire Contract & Waivers

This Contract and Exhibit "A" as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

IX. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

X. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XII. Indemnification and Hold Harmless

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.

OKALOOSA COUNTY

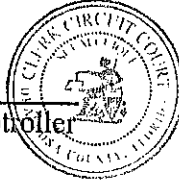
Charles K. Windes, Jr.
Charles K. Windes, Jr., Chairman

Date: 4 / 25 / 16



ATTEST:

Dary J. Stanford
J.D. Peacock, II, Clerk and Comptroller



CARTER'S CONTRACTING SERVICES, INC.

Mertha Carter

Date: 4 / 20 / 2016

WITNESSES FOR CONTRACTOR

Dary J. Stanford
By:

Mertha Carter
By:

EXHIBIT "A"



REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:
Gap Creek Stormwater Improvements Project

RFB NUMBER:
PW 17-16

MANDATORY PRE-BID

March 24, 2016 10:00 am CST

LAST DAY FOR QUESTIONS:

March 29, 2016 3:00 pm CST

RFB OPENING DATE & TIME:

April 6, 2016 3:00 pm CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME Carter's Contracting Services, Inc.
MAILING ADDRESS 23263 Harmony Church Road
CITY, STATE, ZIP Andalusia, AL 36421
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 63-1071313
TELEPHONE NUMBER: 334-222-6670 EXT: _____ FAX: 334-222-3838
EMAIL: cedson@carters-contracting.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: Mertha Carter TYPED OR PRINTED NAME Mertha Carter

TITLE: President DATE 4/6/16

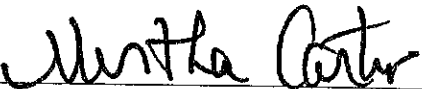
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: 4/6/16

SIGNATURE: 

COMPANY: Carter's Contracting Services, Inc. NAME: Mertha Carter
(Typed or Printed)

ADDRESS: 23263 Harmony Church Road
Andalusia, AL 36421

TITLE: President

E-MAIL: cedson@carters-contracting.com

PHONE NO.: 334-222-6670

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____ NO: X

NAME(S)	POSITION(S)
---------	-------------

_____	_____
_____	_____
_____	_____
_____	_____

FIRM NAME: Carter's Contracting Services, Inc.

BY (PRINTED): Mertha Carter

BY (SIGNATURE): Mertha Carter

TITLE: President

ADDRESS: 23263 Harmony Church Road

PHONE NO.: Andalusia, AL 36421
 334-222-6670

E-MAIL: cedson@carters-contracting.com

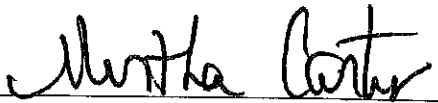
DATE: 4/6/16

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: 4/6/16

SIGNATURE: 

COMPANY: Carter's Contracting
Services, Inc.

NAME: Mertha Carter

ADDRESS: 23263 Harmony Church Rd
Andalusia, AL 36421

TITLE: President

E-MAIL: cedson@carters-contracting.com

PHONE NO.: 334-222-6670

NO CONTACT CLAUSE

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

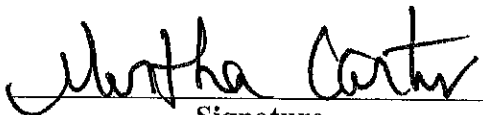
The period commences when the procurement document is received by the Respondent and terminates when the Board of County Commissioners approves an award.

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

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

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

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

I  representing Carter's Contracting Services, Inc.
Signature Company Name

On this 6th day of April 2016 hereby agree to abide by the County's "No Contact Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

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

Is this material packaged and/or shipped in packaging containing recycled content?

Yes ___ No ___

If yes, specify packaging: _____

Is this material recyclable after it has reached the end of its intended use?

Yes ___ No ___

If yes, explain: _____

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

Is this material packaged and/or shipped in packaging containing recycled content?

Yes ___ No ___

If yes, specify packaging: _____

Is this material recyclable after it has reached the end of its intended use?

Yes ___ No ___

If yes, explain: _____

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

Is this material packaged and/or shipped in packaging containing recycled content?

Yes ___ No ___

If yes, specify packaging: _____

Is this material recyclable after it has reached the end of its intended use?

Yes ___ No ___

If yes, explain: _____

INDEMNIFICATION AND HOLD HARMLESS

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

Carter's Contracting Services, Inc.
Respondent's Company Name


Authorized Signature – Manual

23263 Harmony Church Road, Andalusia, AL
Physical Address

Mertha Carter
Authorized Signature – Typed

same
Mailing Address

President
Title

334-222-6670
Phone Number

334-222-3838
FAX Number

334-301-6179
Cellular Number

334-301-6179
After-Hours Number(s)

4/6/16
Date

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	
2	
3	4/1/16

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SCHEDULE: GAP CREEK STORMWATER IMPROVEMENTS

ITEM NO.	FDOT PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	101-1	MOBILIZATION	LS	1	\$ 30,700.00	\$ 30,700.00
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ 9,936.00	\$ 9,936.00
3	102-60	WORK ZONE SIGNS	ED	1,440	\$ 3.16	\$ 4,550.40
4	102-74-2	BARRICADE, TEMP., TYPE III	ED	540	\$ 1.93	\$ 1,042.20
5	102-77	HIGH INTENSITY FLASHING LIGHT, TEMP., TYPE B	ED	60	\$ 1.86	\$ 111.60
6	102-99	PORTABLE CHANGEABLE MESSAGE SIGN - TEMP.	ED	120	\$ 48.25	\$ 5,790.00
7	104-10-3	SEDIMENT BARRIER	LF	1,445	\$ 2.89	\$ 4,176.05
8	110-1-1	CLEARING & GRUBBING	AC	0.62	\$ 5,450.00	\$ 3,379.00
9	120-1	EXCAVATION	CY	1,000	\$ 9.25	\$ 9,250.00
10	120-6	EMBANKMENT	CY	500	\$ 11.00	\$ 5,500.00
11	400-1-2	CONCRETE CLASS I, ENDWALLS	CY	13.19	\$ 926.69	\$ 12,223.00
12	425-1-611	INLETS, DITCH BOTTOM, TYPE K, ≤ 10'	EA	1	\$ 24,601.00	\$ 24,601.00
13	430-175-136	PIPE CULVERT, OPT. MATERIAL, ROUND, 36"	LF	53	\$ 452.21	\$ 23,967.13
14	430-175-272	PIPE CULVERT, OPT. MATERIAL, OTHER SHAPE-ELIP/ARCH, 72"	LF	8	\$ 627.82	\$ 5,022.56
15	530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	33.6	\$ 195.07	\$ 6,554.35
16	547-70-2	RIPRAP FABRIC-FORMED CONCRETE, 10" FILTER POINTS	SY	990	\$ 53.33	\$ 52,796.70
17	550-10-222	FENCE, TYPE B, 6' WITH VINYL COATING	LF	586	\$ 18.10	\$ 10,606.60
18	570-1-2	PERFORMANCE TURF, SOD	SY	1,270	\$ 5.00	\$ 6,350.00
19	580-1-1	LANDSCAPE COMPLETE, SMALL PLANTS, < 7 GAL.	LS	1	\$ 3,513.38	\$ 3,513.38
20	710-11-111	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	NM	0.04	\$ 8,067.63	\$ 322.71
21	710-11-211	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	NM	0.02	\$ 8,067.63	\$ 161.35
					TOTAL	\$ 220,554.03

COMPANY DATA

Respondent's Company Name: Carter's Contracting Services, Inc.

Physical Address & Phone #: 23263 Harmony Church Road
Andalusia, AL 36421
Phone: 334-222-6670

Contact Person (Typed-Printed): Cindy Edson

Phone #: 334-222-6670

Cell #: 334-301-6179

Email: cedson@carters-contracting.com

Federal ID or SS #: 63-1071313

Respondent's License #: CUC057268

Fax #: 334-222-3838

Emergency #'s After Hours,
Weekends & Holidays: 334-301-6179

BID FORM

Term Contract For _____ Gap Creek Stormwater Improvements

Proposal of: Carter's Contracting Services, Inc.
(Respondent Company Name)

Respondent agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary for the performance and completion of the work for the amounts listed in the Schedule of Bid Items.

The undersigned Respondent hereby declares that:

1. The bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Respondent has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with accompanying plans and Respondent has read all issued addenda.
3. Respondent has made full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of Notice of Intent to Award the contract the Respondent shall commence obtaining a Performance Bond and Certificate(s) of Insurance (COI) immediately.
5. Respondent understands that the contract time starts from the date of the Notice to Proceed.
6. Respondent furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become property of the County, by forfeit as agreed liquidated damages.
7. The Respondent states that this bid is the only bid for this project in which Respondent is interested; and Respondent shall not be a subcontractor or sub-subcontractor on this project.
8. Respondent and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within 36 months immediately preceding the date of this Bid.
9. By signing and submitting the Bid, Respondent represents that all Bid Forms are fully complete and accurate.
10. Respondent acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: Carter's Contracting Services, Inc.

HQ Address: 23263 Harmony Church Road, Andalusis ST: AL Zip: 36421

Phone: (334) 222-6670 Email: cedson@carters-contracting.com

FEIN: 63-1071313 State of Incorporated: AL

Print Name: Mertha Carter Title: President

Signature:  Date: 4-6-16

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all subcontractors utilized for this project (if applicable):

- | | | |
|----|---|-----------------------------------|
| 1. | <u>P.N.J. Concrete</u>
(company name) | <u>Concrete</u>
(type of work) |
| | <u>1455 Boy Scout Road</u>
(address) | <u>850-596-7171</u>
(tel. #) |
| | <u>DeFuniak Springs, FL 32435</u>
(zip code) | <u></u>
(federal I.D. #) |
| 2. | <u></u>
(company name) | <u></u>
(type of work) |
| | <u></u>
(address) | <u></u>
(tel. #) |
| | <u></u>
(zip code) | <u></u>
(federal I.D. #) |
| 3. | <u></u>
(company name) | <u></u>
(type of work) |
| | <u></u>
(address) | <u></u>
(tel. #) |
| | <u></u>
(zip code) | <u></u>
(federal I.D. #) |
| 4. | <u></u>
(company name) | <u></u>
(type of work) |
| | <u></u>
(address) | <u></u>
(tel. #) |
| | <u></u>
(zip code) | <u></u>
(federal I.D. #) |

Authorized signature: 

LIST OF REFERENCES

1. Owner's Name & Address: City of Crestview
198 North Wilson Street
Crestview, FL
Contact Person: Fred Cook
Telephone: 850 682-6132 E-mail: fredcook@cityofcrestview.org

2. Owner's Name & Address: US Army Corps of Engineers - Jacksonville District
4211 W. Boy Scout Blvd., #170
Tampa, FL 33607
Contact Person: Andy Cummings
Telephone: 813 348-0690 E-mail: andy.d.cummings@usace.army.mil

3. Owner's Name & Address: US Army Corps of Engineers - Jacksonville District
701 San Marco Blvd
Jacksonville, FL
Contact Person: Paul Cotter
Telephone: (904) 232-2086 E-mail: paul.k.cotter@usace.army.mil

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

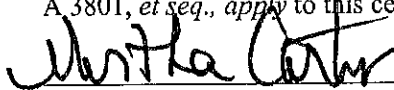
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

 Signature of Contractor's Authorized Official

Mertha Carter, President Name and Title of Contractor's Authorized Official

4/6/16 Date

2016 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F00000000088

Entity Name: CARTER'S CONTRACTING SERVICES, INC.

Current Principal Place of Business:

23263 HARMONY CHURCH ROAD
ANDALUSIA, AL 36421

Current Mailing Address:

23263 HARMONY CHURCH ROAD
ANDALUSIA, AL 36421

FEI Number: 63-1071313

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

STEELE, BILL
4444 MILLSIDE ROAD
LAUREL HILL, FL 32567 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title PRES
Name CARTER, MERTHA
Address 23263 HARMONY CHURCH ROAD
City-State-Zip: ANDALUSIA AL 36421

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MERTHA CARTER

PRESIDENT

01/25/2016

Electronic Signature of Signing Officer/Director Detail

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
Carter's Contracting Services, Inc. as Principal,
 and Merchants Bonding Company (Mutual) as Surety, are hereby held
 firmly bound unto Okaloosa County Commissioners as Owner in the penal sum of
Five Percent of Amount Bid for the payment of which, well and truly to
 be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
 assigns.

SIGNED this 6th day of April, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to
Okaloosa County Commissioners a certain bid attached hereto and
 hereby made a part hereof to enter into a contract in writing, for the
Gap Creek Storm Water Improvements; Project No. RFB PW 17-16.

NOW, THEREFORE,

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

Bid Bond

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension. **IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have

caused their corporate seals to be hereto affixed and these presents to be signed by the proper officer, the day and year first set forth above.

Monte Carter L.S.
Principal

Merchants Bonding Company (Mutual)
Surety

BY: Phillip H. Condra
Phillip H. Condra, attorney-in-fact

SEAL:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregory E Nash; Kelly L Berry; Phillip H Condra

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

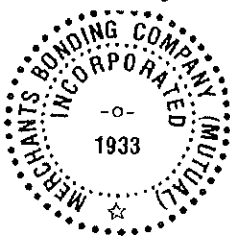
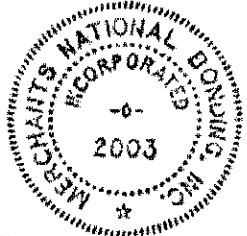
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



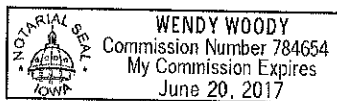
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

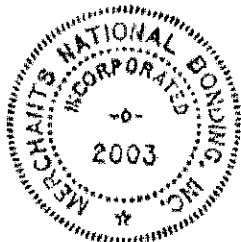


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of April, 2016.



William Warner Jr.
Secretary



REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:

Gap Creek Stormwater Improvements Project

RFB NUMBER:

PW 17-16

MANDATORY PRE-BID

March 24, 2016 10:00 am CST

LAST DAY FOR QUESTIONS:

March 29, 2016 3:00 pm CST

RFB OPENING DATE & TIME:

April 6, 2016 3:00 pm CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____

TELEPHONE NUMBER: _____

EXT: _____

FAX: _____

EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: _____

TYPED OR PRINTED NAME _____

TITLE: _____

DATE _____

NOTICE TO RESPONDENTS
RFB PW 17-16

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 3:00 p.m. (CST) **Wednesday, April 6, 2016**, for the **GAP CREEK STORMWATER IMPROVEMENTS PROJECT**.

Interested respondents desiring consideration shall provide an original and two (2) copies (total three (3)) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. All originals must have original signatures in blue ink.

Bid provisions and forms are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

Copies of bid provisions, bid forms, plans and specifications may be obtained from the Okaloosa County Engineering Department at 1759 South Ferdon Blvd., Crestview, FL 32536; (850) 689-5772. Cost of documents will be One Hundred Dollars (\$100.00) per set, non-refundable – checks to be made payable to "Okaloosa County BCC".

At 3:00 p.m. (CST), Wednesday, April 6, 2016, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "GAP CREEK STORMWATER IMPROVEMENTS PROJECT". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

A mandatory pre-bid meeting will be held at **10:00 a.m. on Thursday, March 24, 2016**. The meeting will be held at the Okaloosa County Department of Public Works Conference Room at 1759 S. Ferdon Blvd., Crestview, FL 32536; Phone (850-689-5772).

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

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

All bids should be addressed as follows:

GAP CREEK STORMWATER IMPROVEMENTS PROJECT
RFB PW 17-16

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

Zan Fedorak, Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

BID REQUIREMENTS

SCOPE:

This project includes improvements to the Poplar Avenue Stormwater Pond (part of the Gap Creek Drainage Basin) in Fort Walton Beach, FL. The project lies in the vicinity of the Poplar Avenue / Lovejoy Road intersection and includes the addition of a new 36" cross-drain under Lovejoy Road and related improvements. Work included under this contract shall include all labor, permits, and materials required for performing all work necessary to complete the construction of the **Gap Creek Stormwater Improvements Project in Okaloosa County**.

Bid documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>.

Plans and specifications are available at Okaloosa County Public Works, 1759 South Ferdon Blvd., Crestview, Florida, 32536, (850) 689-5772.

TERM OF CONTRACT: 90 Calendar Days

RENEWAL OPTION: N/A

REQUIRED COMPLIANCE:

The Respondent shall comply with all applicable federal, state and local rules and regulations in performing services under this Agreement. The Respondent acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Respondent further agrees to

include the following provisions in all subcontracts issued as a result of this Agreement:

Page 59 Reference Attachment K – Contract Provisions

Page 63 Reference Attachment L – Regulations

Page 64 Reference Exhibit A – Section D Utilization of Small Minority, and Women's Business Enterprises

All references to "Engineer" within the document are to be considered the County Engineer.

**STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
(EJCDC) (PGS J1-J41) - SEE APPENDIX A PAGE 64**

SUPPLEMENTAL CONDITIONS

ARTICLE 1: DEFINITIONS AND TERMINOLOGY

Amend Article 1.01.A.3 (Application for Payment) of the Standard General Conditions of the Construction Contract by adding the following: The form acceptable to the ENGINEER is included on page 52 of this document.

Amend Article 1.01.A.9 (Change Order) of the Standard General Conditions of the Construction Contract by adding the following: The form acceptable to the ENGINEER is included on page 53 of this document.

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

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

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

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

ARTICLE 2: PRELIMINARY MATTERS

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

Delete Article 2.05.C. (Before Starting Construction - Evidence of Insurance) of the Standard General Conditions of the Construction Contract and replace it with the following: Before any Work at the Site is started, CONTRACTOR shall deliver to the Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with Article 5.

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

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

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

ARTICLE 3: CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

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

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

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

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

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

1. Establish horizontal and vertical control for construction staking. All other construction staking is to be responsibility of contractor.

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

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

ARTICLE 5: BONDS AND INSURANCE

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

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

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

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

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

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 7: OTHER WORK

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

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

ARTICLE 8: OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

Amend Article 14.04.A (Substantial Completion) of the Standard General Conditions of the Construction Contract to read: When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within seven days thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed and/or corrected before final

payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed and/or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

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

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

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

Add Article 14.07.D - INTERIM AND FINAL PAYMENTS

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

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

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

ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

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

ARTICLE 16: DISPUTE RESOLUTION

Add Article 16.02 - REMEDIES

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

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

ARTICLE 17: MISCELLANEOUS

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

Add Article 17.07 - AVAILABILITY OF FUNDS

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

Add Article 17.08 - ARREARS

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

Add Article 17.09 - CONTINGENT FEES

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

Add Article 17.10 - NONDISCRIMINATION

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

Add Article 17.11 - AUTHORITY TO PRACTICE

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

Add Article 17.12 - SEVERABILITY

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

Add Article 17.13 - COORDINATION OF CONTRACT DOCUMENTS

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

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

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

8. Standard Specifications
9. General Standard Conditions of Construction Contract
10. Computed dimensions govern over scaled dimensions

STANDARD SPECIFICATIONS

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

- 1) The Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, 2015 Edition.

<http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2015/Files/Jan2015eBook.pdf>

With the following revisions:

- a) Delete all of Division 1, Sections 2-9. Replaced with Section J, Standard General Conditions of the Contract Documents.

- 2) The Florida Department of Transportation *Design Standards*, FY 2015 Edition.

<http://www.dot.state.fl.us/rddesign/DS/15/IDX/2015-DESIGN-STANDARDS.pdf>

- 3) The Contractor will be required to keep all vehicles, tools and equipment secure when not in use.

GENERAL CONSTRUCTION INSURANCE REQUIREMENTS

REVISED: 02/09/2016

BONDING REQUIREMENTS

1. **Bid Bond:** A bid bond, in the form prescribed, Cashier's or Certified check, is required in an amount not less than five percent (5%) of the total contract amount. The Bid Bond must be attached to the bid.
2. **Performance and Payment Bond:** The Bidder to whom the Contract is awarded shall furnish to the Owner, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to the full amount of the Contract, conditioned to indemnify and save harmless the County from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, material, men or laborers for work completed on the Project. The required forms for the performance and payment bonds are included in these Instructions.

If within ten (10) calendar days after the acceptance of the bid, the successful Bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the Bidder and the surety or sureties satisfactorily to the owner, the Bidder shall be deemed to be in default and the owner will retain the bid surety as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other Bidders within ten (10) calendar days from default, in which case such acceptance shall have the same affect on such Bidder as though he were the original, successful Bidder.

RESPONDENT'S INSURANCE

1. The Respondent shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Respondent.

6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Respondent.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Respondent, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Respondent to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Respondent shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Respondent shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Respondent shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Respondent shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Respondent shall notify the County

representative in writing. The Respondent shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent’s Liability
 - 4.) Completed Operations and Products Liability
5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

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

INDEMNIFICATION & HOLD HARMLESS

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

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

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Rd, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Respondent has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

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

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

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

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

UMBRELLA INSURANCE

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

GENERAL SERVICES SPECIAL BID CONDITIONS

1. PRE-BID ACTIVITY -

- a) The Contractor acknowledges and declares that he has visited and examined the site, examined all physical, legal, and other conditions affecting the Work and is fully familiar with all of such conditions. In connection therewith, Contractor specifically represents and warrants to Owner in this document shall be Okaloosa County Board of County Commissioners, that it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the Project and the site, including, without limitation, the surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface conditions of the site and the surrounding area; (2) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Document.
- b) **A mandatory pre-bid meeting will be held at 10:00 a.m. on Thursday, March 24, 2016.** The meeting will be held at the Okaloosa County Department of Public Works Conference Room at 1759 S. Ferdon Blvd Crestview, FL 32536 (850) 689-5772.
- c) All comments and/or technical questions concerning plans and specifications must be submitted prior to bid opening in writing to Melissa Weisser, Okaloosa County Purchasing, 5479A Old Bethel Road, Crestview, Florida 32536 or by email to mweisser@co.okaloosa.fl.us.
- d) Copies of all technical inquiries will be distributed to all Bidders within three to five days of receipt.
- e) Bid Information: Questions concerning bid requirements should be directed to Zan Fedorak, Okaloosa County Purchasing Department, 5479A Old Bethel Road, Crestview, FL 32536; (850) 689-5960. Any changes by the County to any bid documents or specifications shall be in writing in the form of an addendum and furnished to all Bidders. Verbal information obtained otherwise will not be considered in awarding of bids.
- f) The deadline for submittal of questions and comments on the plans, bid documents and specifications will be **Tuesday, March 29, 2016 at 3:00 p.m., CST**. No additional information will be provided after such time.

Addendum - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: mweisser@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) business days prior to the date and time of bid closing, as a written addenda distributed to all prospective respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County website. To access the Florida Online Bid System go to: www.floridabidsystem.com. To access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. **PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bid documents in accordance with the public notice.

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

A bid submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

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

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

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

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

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

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

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with

Article 3. State contractor license # for the State of Florida shall also be shown on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489 Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

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

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

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

Bids having erasures or corrections must be initialed in ink by the Respondent. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

On the event a mathematical extension error(s), the unit price will prevail and the respondent's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the respondent's total will be corrected accordingly.

Respondents shall not be allowed to modify their bids after the bid opening time and date.

Respondent represents that it has taken all necessary steps to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to the access, egress, transportation, debris disposal, parking, and storing of material; (ii) availability of labor; (iii) physical conditions at the site. Any failures by the Respondent to take these steps will not relieve the Respondent from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to the Owner.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
7. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

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

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

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bids specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bids:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

14. AWARD OF CONTRACT -

- a. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- b. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated Agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated Agreement that is in its best interest and its decision shall be final.
- c. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- d. Okaloosa County specifically reserves the right to reject any conditional bids and bids which make it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. **CONFLICT OF INTEREST** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

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

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

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

20. **LOCAL PREFERENCE** - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

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

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

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

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

24. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from

public dispute until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

25. **COMPLIANCE WITH FLORIDA STATUTE 119.0701** - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

26. **PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security’s website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

27. **SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County’s convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

28. **FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

29. **AUDIT** - If required, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.

30. **EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
31. **NON-COLLUSION** – Respondent certifies that it has entered into no Agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
32. **UNAUTHORIZED ALIENS/PATRIOT’S ACT** – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent’s failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
33. **TRENCH SAFETY ACT** – Each Bidder must submit with his bid an executed sworn certification that he will comply with the Trench Safety Act, Chapter 90-96, Florida Statutes, on trench safety.

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

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

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

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

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

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

A. In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

<u>Original Contract Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	972
\$250,000 but less than \$500,000	1,584
\$500,000 but less than \$2,500,000	1,924
\$2,500,000 but less than \$5,000,000	2,694
\$5,000,000 but less than \$10,000,000	3,902
\$10,000,000 but less than \$15,000,000	6,102
\$15,000,000 but less than \$20,000,000	7,022
\$20,000,000 and over	7,022 plus 0.2% for any amount over \$20 million

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

C. Conditions under which Liquidated Damages are Imposed: Should the Contractor or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided above.

D. Right of Collection: The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.

E. Permitting Contractor to Finish Work: Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County for the liquidated damages due under the contract.

F. Completion of Work by County: In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.

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

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

40. **INTERPRETATION OF ESTIMATED QUANTITIES** – For those items constructed within authorized plan limits or dimensions, use the quantities shown in the plans and in the proposal form as the basis of the bid. The Engineer will also use these quantities for final payment as limited by the provisions for the individual items. For those items having variable final pay quantities that are dependent on actual field conditions, use and measurement, the quantities shown in the plans and in the proposal form are approximate and provide only a basis for calculating the bid upon which the County will award the Contract. Where items are listed for payment as lump sum units and the plans show estimates of component quantities, the Engineer is responsible for the accuracy of those quantities limited to the provisions of 9-3.3 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. Where items are listed for payment as lump sum units and the plans do not show estimates of component quantities, the Contractor is solely responsible for his own estimates of such quantities. The Engineer may increase, decrease or omit the estimated quantities of work to be done or materials to be furnished.

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

The Engineer does not guarantee the details pertaining to borings, as shown on the plans (if any), to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make his own interpretation of the subsoil investigations and other preliminary data, and shall base his bid on his own opinion of the conditions likely to be encountered. The Bidder's submission of a proposal is prima facie evidence that the Bidder has made an examination as described in this Section.

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

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

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

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

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

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

45. **THE FOLLOWING DOCUMENTS/FORMS (PGS 29–45) ARE REQUIRED TO BE SUBMITTED WITH THE BID PACKET:**

PAGE:

29 Drug-Free Workplace Certification Form

- 30 Conflict of Interest
- 31 Federal E-Verify
- 32 No Contact Clause Form
- 33 Recycled Content
- 34 Indemnification and Hold Harmless
- 35 Addendum Acknowledgement
- 36 Bid Schedule
- 37 Company Data
- 38 Bid Form
- 40 Schedule of Subcontractors
- 41 List of References
- 42 Certification Regarding Lobbying
- 43 Certification Regarding Trench Safety
- 44 Bid Bond

- 46 Performance Bond
- 49 Payment Bond
- 52 Application for Payment
- 53 Change Order Form
- 54 Contractor's Release of Lien
- 55 Advertisement of Completion
- 56 Close-Out Document Check List

THE CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING:

- 57 Attachment K – Contract Provisions
- 61 Attachment L – Regulations
- 62 Exhibit A – Section D Utilization of Small Minority, and Women's Business Enterprises
- 64 Appendix A - Standard General Conditions Of The Construction Contract (EJCDC) (PGS J1-J41) - SEE APPENDIX A

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES: _____

NO: _____

NAME(S)

POSITION(S)

FIRM NAME:

BY (PRINTED):

BY (SIGNATURE):

TITLE:

ADDRESS:

PHONE NO.:

E-MAIL:

DATE:

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

RECYCLED CONTENT FORM

1. Material: _____

Is the above material: Virgin ___ Recycled ___ (Check the applicable blank).

If recycled, what percentage _____%.

Describe: _____

Is this material packaged and/or shipped in packaging containing recycled content?

Yes ___ No ___

If yes, specify packaging: _____

Is this material recyclable after it has reached the end of its intended use?

Yes ___ No ___

If yes, explain: _____

2. Material: _____

Is the above material: Virgin ___ Recycled ___ (Check the applicable blank).

If recycled, what percentage _____%.

Describe: _____

Is this material packaged and/or shipped in packaging containing recycled content?

Yes ___ No ___

If yes, specify packaging: _____

Is this material recyclable after it has reached the end of its intended use?

Yes ___ No ___

If yes, explain: _____

3. Material: _____

Is the above material: Virgin ___ Recycled ___ (Check the applicable blank).

If recycled, what percentage _____%.

Describe: _____

Is this material packaged and/or shipped in packaging containing recycled content?

Yes ___ No ___

If yes, specify packaging: _____

Is this material recyclable after it has reached the end of its intended use?

Yes ___ No ___

If yes, explain: _____

INDEMNIFICATION AND HOLD HARMLESS

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

Respondent's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

BID SCHEDULE: GAP CREEK STORMWATER IMPROVEMENTS

ITEM NO.	FDOT PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	101-1	MOBILIZATION	LS	1	\$ _____	\$ _____
2	102-1	MAINTENANCE OF TRAFFIC	LS	1	\$ _____	\$ _____
3	102-60	WORK ZONE SIGNS	ED	1,440	\$ _____	\$ _____
4	102-74-2	BARRICADE, TEMP., TYPE III	ED	540	\$ _____	\$ _____
5	102-77	HIGH INTENSITY FLASHING LIGHT, TEMP., TYPE B	ED	60	\$ _____	\$ _____
6	102-99	PORTABLE CHANGEABLE MESSAGE SIGN - TEMP.	ED	120	\$ _____	\$ _____
7	104-10-3	SEDIMENT BARRIER	LF	1,445	\$ _____	\$ _____
8	110-1-1	CLEARING & GRUBBING	AC	0.62	\$ _____	\$ _____
9	120-1	EXCAVATION	CY	1,000	\$ _____	\$ _____
10	120-6	EMBANKMENT	CY	500	\$ _____	\$ _____
11	400-1-2	CONCRETE CLASS I, ENDWALLS	CY	13.19	\$ _____	\$ _____
12	425-1-611	INLETS, DITCH BOTTOM, TYPE K, ≤ 10'	EA	1	\$ _____	\$ _____
13	430-175-136	PIPE CULVERT, OPT. MATERIAL, ROUND, 36"	LF	53	\$ _____	\$ _____
14	430-175-272	PIPE CULVERT, OPT. MATERIAL, OTHER SHAPE-ELIP/ARCH, 72"	LF	8	\$ _____	\$ _____
15	530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	33.6	\$ _____	\$ _____
16	547-70-2	RIPRAP FABRIC-FORMED CONCRETE, 10" FILTER POINTS	SY	990	\$ _____	\$ _____
17	550-10-222	FENCE, TYPE B, 6' WITH VINYL COATING	LF	586	\$ _____	\$ _____
18	570-1-2	PERFORMANCE TURF, SOD	SY	1,270	\$ _____	\$ _____
19	580-1-1	LANDSCAPE COMPLETE, SMALL PLANTS, < 7 GAL.	LS	1	\$ _____	\$ _____
20	710-11-111	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	NM	0.04	\$ _____	\$ _____
21	710-11-211	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	NM	0.02	\$ _____	\$ _____
				TOTAL		\$ _____

COMPANY DATA

Respondent's Company Name:

Physical Address & Phone #:

Contact Person (Typed-Printed):

Phone #:

Cell #:

Email:

Federal ID or SS #:

Respondent's License #:

Fax #:

Emergency #'s After Hours,
Weekends & Holidays:

BID FORM

Term Contract For _____

Proposal of: _____
(Respondent Company Name)

Respondent agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary for the performance and completion of the work for the amounts listed in the Schedule of Bid Items.

The undersigned Respondent hereby declares that:

1. The bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Respondent has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with accompanying plans and Respondent has read all issued addenda.
3. Respondent has made full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of Notice of Intent to Award the contract the Respondent shall commence obtaining a Performance Bond and Certificate(s) of Insurance (COI) immediately.
5. Respondent understands that the contract time starts from the date of the Notice to Proceed.
6. Respondent furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become property of the County, by forfeit as agreed liquidated damages.
7. The Respondent states that this bid is the only bid for this project in which Respondent is interested; and Respondent shall not be a subcontractor or sub-subcontractor on this project.
8. Respondent and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within 36 months immediately preceding the date of this Bid.
9. By signing and submitting the Bid, Respondent represents that all Bid Forms are fully complete and accurate.
10. Respondent acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Firm: _____

HQ Address: _____ ST: _____ Zip: _____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all subcontractors utilized for this project (if applicable):

1. _____
(company name) _____ (type of work) _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

2. _____
(company name) _____ (type of work) _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

3. _____
(company name) _____ (type of work) _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

4. _____
(company name) _____ (type of work) _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

Authorized signature: _____

LIST OF REFERENCES

1. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ E-mail: _____

2. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ E-mail: _____

3. Owner's Name & Address: _____

Contact Person: _____

Telephone: () _____ E-mail: _____

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATION OF BIDDER REGARDING TRENCH SAFETY

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

=====

NAME AND ADDRESS OF BIDDER (Include Zip Code)

=====

1. Bidder agrees that he is aware of the Trench Safety Act and the requirements of the Act.
Yes _____ No _____

2. Bidder agrees to comply with all applicable trench safety standards as set forth in the Act and as referenced in the Act.

=====

NAME AND TITLE OF SIGNER (Please Print or Type)

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

ADDRESS: _____

PHONE #: _____

BID BOND

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

SIGNED this _____ day of _____, 201__.

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

NOW, THEREFORE,

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

Bid Bond

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension. **IN WITNESS WHEREOF**, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have

caused their corporate seals to be hereto affixed and these presents to be signed by the proper officer, the day and year first set forth above.

_____ L.S.
Principal

Surety

BY: _____

SEAL:

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

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

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
(Name of Owner)

101 EAST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536
(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 201__, a copy of which is hereto attached and made a part hereof for the _____.

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

PERFORMANCE BOND

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201__.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

SURETY

PERFORMANCE BOND

ATTEST

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

(Name of Owner)

101 EAST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536

(Address of Owner)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 201__, a copy of which is hereto attached and made a part hereof for the _____.

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

PAYMENT BOND

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

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

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

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

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

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the _____ day of _____, 201__.

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

Note: Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

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

APPLICATION FOR PAYMENT

PERIODIC ESTIMATE NO.: _____ PROJECT NO.: _____

WORK PERIOD BEGIN DATE: _____ END DATE: _____

ROAD NAME: _____

ORIGINAL CONTRACT SUM \$ _____

NET CHANGE BY CHANGE ORDERS \$ _____

CONTRACT SUM TO DATE \$ _____

ANALYSIS OF WORK PERFORMED

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

CERTIFICATION OF CONTRACTOR

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

(Firm Name)

By: _____
(Name of Authorized Officer & Title)

CERTIFICATION OF ENGINEER

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

Project Manager

Date: _____

CHANGE ORDER FORM

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

Owner: OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

Contractor: _____

Summary: _____

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

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

APPROVALS

REQUESTED BY: _____ DATE: _____

PROJECT ENGINEER: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

OWNER: _____ DATE: _____

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

CONTRACTOR'S RELEASE OF LIENS

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned Notary Public in and for the said County and State personally appeared _____, representing the Contractor,

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

By: _____

Sworn to and subscribed before me this _____ day of _____, 201__

(Notary Public)

My Commission Expires: _____

ADVERTISEMENT OF COMPLETION

(Contractor)

(Address)

gives notice of completion of _____ (Project)

and sets _____ as the date of final settlement.

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

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

By: _____ (Name)

_____ (Title)

Leg: _____ (Publication Dates)

CLOSEOUT DOCUMENTS CHECKLIST

DATE: _____

MANAGING DEPARTMENT: Public Works

CONTRACTOR'S NAME: _____

PROJECT TITLE: _____

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

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

ATTACHMENT K
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR 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"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. **EPA does not consider work performed under the 319 grants to fall under the definition of construction. Therefore, this provision does not apply to this specific Agreement.**
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
 9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.
 11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.
16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**
17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.
19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.

23. **Trafficking Victim Protection Act of 2000**, the following Prohibition Statement must be included in any award of these funds to a private entity. "You as the recipient, your employees, subrecipients under this Agreement, and subrecipient's employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subawards under this Agreement.

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**ATTACHMENT L
REGULATIONS**

Formal regulations concerning administrative procedures for EPA grants appear in Title 40 of the Code of Federal Regulations. Grant program administrative regulations appear in Subchapter B; other regulations of general applicability appear in Subchapter A. Other EPA regulations also impact grant programs. The following list contains regulations and Office of Management and Budget Circulars which may apply to the work performed under this Agreement.	
Subchapter A - General	
40 C.F.R. 4	Uniform relocation assistance and real property acquisition for federal and federally assisted programs
40 C.F.R. 12	Nondiscrimination on the basis of handicap in programs or activities conducted by EPA
40 C.F.R. 29	Intergovernmental review of EPA programs and activities
40 C.F.R. 30	Uniform administrative requirements for grants and agreements with institutions of higher education, hospitals and other nonprofit organizations
Subchapter B - Grants and Other Federal Assistance	
40 C.F.R. 31	Uniform administrative requirements for grants and cooperative agreements to state and local governments
40 C.F.R. 34	New restrictions on lobbying
40 C.F.R. 35	State and local assistance
40 CFR 36	Drug-Free Workplace Act
Other Federal Regulations	
48 C.F.R. 31	Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency
2 CFR 1532	Nonprocurement Suspension and Debarment Regulations
Office of Management and Budget Circulars	
A-21 (2 CFR 220)	Cost Principles for Educational Institutions
A-87 (2 CFR 225)	Cost Principles for State, Local, and Indian Tribal Governments
A-122 (2 CFR 230)	Cost Principles for Non-Profit Organizations
A-133	Audit Requirements

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EXHIBIT A

[show actual percentage] percent was provided by the U.S. Environmental Protection Agency."

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government's participation in the project.

"This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection."

- C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.
- D. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.
 - 1. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

- 2. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned business to do work in the relevant market for construction, services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.
- 3. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.
- 4. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.
- 5. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.
- 6. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).

EXHIBIT A – CONTINUED

7. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.
 8. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.
- E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
 - F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
 7.
 - A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
 - B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.
 - C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
 8. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions, as appropriate for the circumstances.
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
 - B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate this Agreement.

ADDENDUM 1
APPENDIX A – GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT
RFB PW 17-16
GAP CREEK STORMWATER IMPROVEMENTS PROJECT

Addendum 1 adds the “General Conditions of the Construction Contract” document to the bid document.

ADDENDUM 2
GAP CREEK RFB PW 17-16
SITE VISIT

The gate to the stormwater pond at LoveJoy / Popular Ave. will be opened for a site visit this Monday (3/28) at 10AM FOR ATTENDEES OF THE MANDATORY PRE-BID ONLY.



State of Florida

Okaloosa County Public Works



April 1, 2016

**Re: ADDENDUM No. 3 - RFB PW 17-16
Gap Creek Stormwater Improvements Project
Bid Opening: Wednesday, April 6, 2016 @ 3:00 PM (CST)**

This addendum addresses concerns from the mandatory pre-bid meeting held on Thursday, March 24, 2016 and any subsequent questions/comments that were submitted by the March 29th, 2016 deadline.

- 1) How is the cost of the roadway repair to be captured for the cross drain replacement? What are the specs for the pavement design? How are we to estimate this cost?

Cost of pavement repair associated with cross drain installation is included in the cost of pipe installation; please see pay item note for 430-175-136 on sheet 2 of the plans and reference FDOT Index 307.

- 2) Please provide a typical section for the roadway repair and pavement construction.

See response to #1.

- 3) Will the new structure have a replacement skimmer? If so, need details. If not, why not there is a lot of trash in and around this pond.

No skimmer for the new structure, but per FDOT Index 235 as called out on sheet 4, a Type B fence is required around the structure and will block trash into the structure. Per the Index, the cost of this fence is to be included in the cost of the structure. The following Pay Item Note has been added to the plans:

425-1-611: Structure shall be constructed in accordance with FDOT Index 235 which includes construction of the Type B Fence surrounding the structure.

- 4) How much easement/access will we have to work in? Mobilization, lay down area, etc.?

The site may be accessed via three different easements as shown on the Okaloosa County Property Appraiser's aerial image below. Two of the easements are 20 ft. wide and one is 40 ft. but is wooded. The Okaloosa County BCC owns the four property 's identified by the red asterisks.



- 5) Are all vegetation and trees to remain, even on slopes and pond bottom, some areas are overgrown?

Per the plans all trees not directly impacted by the construction grading as shown in the plans should be left in place.

- 6) How are new plantings to be arranged, randomly?

Randomly on at least 18' centers within the specified elevations.

- 7) Need direction on and information on dewatering, what will be allowed and/or permitted, etc.?

If dewatering is required during construction a dewatering permit may be required. The selected Contractor shall be responsible for all environmental and regulatory permits associated with construction operations.

- 8) Can inlets S-112 be moved to the north to eliminate the 8' of 72" x 48" ECMP? What if this pipe cannot be obtained or matched up properly?

The 8-ft of pipe is proposed to facilitate connecting S-112 and the existing pipe. If the proposed structure can be installed without damaging the existing pipe, than the 8' pipe

section may be omitted. However this line item should remain in the bid for consistency. S-112 will not need to be moved north and should remain in the location as shown in plans.

- 9) Need detail on the new inlet and skimmer if it is to be replaced (and a bid item).

See response to #3.

- 10) Will the bottom of the pond need to have all silt removed? If so how will it be paid out, need bid item for excavation.

No desilting activities are proposed for the pond bottom.

- 11) Is all household trash to be removed within the fenced pond area? If so, how will this be paid for, need bid item.

Yes, cost to be included as part of clearing and grubbing.

- 12) Does all trees within water line stay? Mainly all the willow trees where the new ditch discharges into the pond (will be a problem).

See response to #5. Trees impacted by ditch constructed will need to be removed.

- 13) The west side slope has a lot of erosion. Will it need to be fixed (regraded), it looks to be outside the shown construction area.

No slope reconstruction on the west side is included as part of this project.

- 14) Will all trees be removed on slopes where they are to be maintained and new plantings are shown?

See response to #5.

- 15) The plan sheet no. 4 has a planting schedule for 3 gal min sized tree materials that is not readily available locally the standard local nurseries deal in 15 gal trees as their smallest. We have found a source in Lake City and shipping will cost as much as the materials. To be fair we should all be pricing the same items.

Plans specify 3 gallon "minimum". Plantings are conducted routinely in this geographic area using 3 gallon plants.

- 16) The S-110 and S-111 endwalls - can the endwalls be precast as long as they meet FDOT standards in Index 250?

Yes.

- 17) Can the location of S-112 move to the north to eliminate the 8 LF of 72"x48" elliptical CMP to avoid conflict with trying to match up new to existing? If not please provide details for banding existing irregular shaped CMP to new CMP.

See response to #8.

- 18) At the new S-112 Type K inlet is there to be a skimmer as existing? If so please provide detail.

See response to #3.

- 19) The plan shows 3 locations where there would be re-working of the existing slopes – new channel outflow, the curve by the access gate and the north slope where existing weir structure is to be removed with piping. Are these areas the only areas for the slopes to be touch which will require removal of the existing trees. The NW corner is thick with vines and soon chokedout trees – this would be the time to address? Along east slope there is existing erosion – this would be the time to address?

See response to #5. The areas shown in the plans to be regraded are the only areas to be regraded as part of this project.

- 20) At the existing pipe out flow into the pond at the SE corner the pond bottom is thick with trees – is any of or how much is to remain?

All trees within ditch construction area need to be removed.

- 21) Is there any work in the pond bottom to be done to grading from the inflow channel to the discharge structure?

No grading, but cleanup the trash. Cost for cleanup should be captures in clearing and grubbing. Also see response to #11.

- 22) The access gate is in an easement at approx. sta 105+20 – what is the width of the easement since the plans don't make note of it being there?

See response to #4.

- 23) Who is responsible for clean-up of the existing trash all in and around the pond?

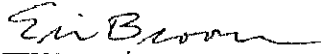
See response to #11.

- 24) In what bid line item do you what the dewatering of pond from rain event during the construction? How are we to convey water from any rain event from swales on Lovejoy to pond outfall since the county easement is filled with new concrete channel? What is the width of the drainage easement that now as the ECMP to be removed and replaced with open concrete channel?

See response to #7. Dewatering is considered part of construction operations and means and methods and will be the responsibility of the selected Contractor.

As the existing crossing pipe at 36+10 of Lovejoy Road will remain, pumping can be used to maintain the flow from the manhole to the pond during a rain event.

Re: easement, see response to #4.



Eric Broome, P.E. County
Project Manager

Email Cc:

All Pre-Bid Attendees

Scott Bitterman, Okaloosa County Engineer

Zan Fedorak, Okaloosa County Purchasing Manager

Joanne Kublik, Okaloosa County Purchasing

Melissa Weisser, Okaloosa County Purchasing

