Gadsden County
Board of County Commissioners

INVITATION TO BID (ITB) FOR CONSTRUCTION OF HURRICANE SPECIAL NEEDS SHELTER RETROFIT

ITB Number: 26-05

The project is funded through the Florida Division of Emergency Management (DEM), Legislative Appropriation.
Grant Number F00100

https://www.gadsdencountyfl.gov/home
Bids & ITBs | Gadsden County, FL (gadsdencountyfl.gov)

- **Gadsden County does not discriminate on the basis of race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.**
- **Gadsden County is an Equal Opportunity Employer**
- **MBE/WBE businesses are encouraged to participate**
- **Gadsden County strictly enforces open and fair competition**

ADA - Special Accommodations: Any person requiring accommodation by the County due to a disability should call the Purchasing Office at 850-875-7243 or 850-627-4053 at least five (5) business days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

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INTENT AND GENERAL INFORMATION

Gadsden County Board of County Commissioners (i.e., “Board” or “County”) is seeking Bids from General Contractors licensed in the State of Florida (i.e., “Bidder” or “Bidders”) for construction work necessary to retrofit a wing of the Gadsden County Community Hospital located at 23186 Blue Star Highway, U.S.90, Quincy, Gadsden County, Florida, to function as a Special Needs Shelter.

Interested firms and individuals who are currently under contract with Gadsden County under previously issued solicitations, and who are interested in this Project, must submit a Bid at this time.

A Bidder interested in preparing a response for this ITB (i.e., solicitation) must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference, and any addendum issued by the County, (collectively referred to as the “ITB”). Under the Bid process of Gadsden County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting (ITB Attachment 2: Form 1: Bid Transmittal) its Bid to the County in response to this ITB.

While every effort is made to ensure the accuracy and completeness of information in this ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in their Bid all pertinent information in accordance with this ITB.

SECTION 1.0 SCHEDULE OF EVENTS AND QUESTIONS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the Bid.

All times listed in the Schedule of Events for this ITB are Eastern Standard Time (EST).

Event	Date
Advertisement Date	October 9, 2025
Release Date	October 9, 2025
Mandatory Pre-Bid Conference Location: Gadsden County Community Hospital located at 23186 Blue Star Highway, U.S.90, Quincy, Gadsden County, Florida	October 16, 2025 11:00 AM
Questions Due from Prospective Bidders	October 21, 2025
Responses to Questions Due	October 27, 2025
BIDS DUE	**NOVEMBER 10, 2025 10:00 am**
BID OPENING	**NOVEMBER 10, 2025, 10:15 AM**
Oral Presentations/Interviews	Not Applicable
Board Approval of Intended Award	November 18, 2025
Posting of Intended Award	November 19, 2025
Board Approval of Award	November 18, 2025
Posting of Award	November 24, 2025

1.1.1 All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) in accordance with this ITB, Sections 1.0 and 8.5.

1.2 Questions and responses will be posted on the County's Website at https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-ITBs and, if necessary, an Addendum or Addenda in accordance with this ITB Section 8.2.

1.3 It is the responsibility of the Bidder to monitor the County's website to determine if any postings have occurred regarding this ITB, as provided in section 1.2, above and section 8.2. The failure of the Bidder to address the posting may be a basis to determine that the Bidder is non-responsive to this ITB.

1.4 Bidders will be notified of the County's desire to enter additional discussions and/or schedule oral presentations. The Schedule of Events will be amended as appropriate to reflect such.

SECTION 2.0 CONE OF SILENCE

2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date indicated in Section 1, Schedule of Events, and will terminate upon issuance of a Notice of Award. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the County Administrator with approval from the

Board of County Commissioners and may subject the potential Bidder/Contractor or representative to debarment.

2.2 The prospective Bidder shall not have any communication with any County Commissioners, employees, or the Engineer of Record related to this ITB.

2.3 No interpretation of the meaning of the plans, specifications or this ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect. All requests for interpretations or clarifications shall be in writing and posted on the County's website, as provided herein.

2.4 The Cone of Silence shall not apply to:

a) Communications at the pre-Bid meeting, if applicable.
b) Communications during contract negotiations between designated County employees and the intended Bidder.
c) Communication with a Bidder by a Procurement Department employee following the Competitive Procurement opening to clarify the Bidder's Response.
d) Communication following the filing of a challenge to a Competitive Procurement between the protesting Bidder or the selected Bidder and the Procurement Department, County Administrator's Office, and County Attorney's Office concerning the challenge.

SECTION 3.0 SCOPE OF WORK

3.1 PROJECT BACKGROUND

Gadsden County received a legislative grant fund to retrofit a wing of the Gadsden County Community Hospital located at 23186 Blue Star Highway, U.S.90, Quincy, Gadsden County, Florida, to function as a Special Needs Shelter. The specific retrofit includes, but may not be limited to, replacement of all windows and doors and ATS protection as indicated in Attachment 3. FDEM grant agreement F0100, Modification 1, and Attachment 5. Engineering Drawings and Specifications.

The contractor will execute the retrofit and hardening of the rear angled wings of the hospital, including protection for fenestration and openings (windows, doors, louvers, etc.) as per the design.

1. **Structural Compliance**: The design, certified by a Florida Licensed Structural Engineer, ensures roof and load path systems meet or exceed ASCE 7- wind load requirements, Risk Category IV, and Exposure C.
2. **Wind and Impact Protection**: Installations must meet Florida Building Code or Miami-Dade Specifications, with materials complying with ASTM E 1886, ASTM E 1996 (Level D or higher), and TAS 201, TAS 202, TAS 203 standards, as well as ICC 500 provisions.
3. **Transfer Switch Installation**: Install the transfer switch as specified in the design for backup power operation, in compliance with all regulations.

A. ENGINEERING DRAWINGS AND SPECIFICATIONS

The engineering drawings and specification package can be downloaded from the County's website at: https://www.gadsdencountyfl.gov/business/find-a-document/documents/bids-rfps or by contacting:

Shandra Ganious
WSB Engineering
Project Manager
Cell: 850.322.0222 (o)
Email: sganious@wsbeng.com

With copy of any email to: Procurement@gadsdencountyfl.gov

B. **PRE-ENGINEERING REPORTS**: The County contracted for an engineering study of the hospital wing mechanical, plumbing, and electrical systems. See Attachment 4.

C. **PROJECT FUNDING AND BUDGET:** This project is funded through a State grant through the Florida Division of Emergency Management (FDEM).

The grant retrofit budget is $460,000 for wind impact protection and ATS for the generator, as described in Attachment 3. FDEM grant agreement, Modification 1, and Attachment 5. Engineering Drawings and Specifications.

There may be times when the County must consult and seek approval of change orders from the funding agency.

3.3 PROJECT TEAM

A. Project Owner: The County is the project owner and the contracting agency. The County team will include, but is not limited to, the County Administrator or their designee, Building Official, Facilities Manager, EMS Chief, Procurement Coordinator, and the EMS Director/Grant Manager.

B. Engineer of Record (EOR): The EOR is responsible for performing all engineering, design, drawings, specifications, civil permits, project management, and CEI services for the Project. The EOR is WSB Engineering selected through a previous solicitation, and the key contact for WSB on this project is:

Shandra Ganious
WSB Engineering
Project Manager
Cell: 850.322.0222 (o)
Email: sganious@wsbeng.com

C. Construction Contractor (i.e., successful Bidder or Contractor): The Construction Contractor will be a General Contractor (GC) licensed in the State of Florida with a minimum of five (5) continuous years as a GC. The main objective is to collaborate with the EOR during the delivery of the work for the successful and timely completion of the project and within budget. Provides input to the EOR and County regarding constructability, sequence of construction, and any other ideas that bring value to the project.

3.4 PROJECT MILESTONES AND TARGET DATE:

A.	Contract Execution	2025 November
B.	Pre-Construction Meeting	2025 November
C.	Issuance of Notice to Proceed	2025 November
D.	Pre-construction Activities	2025 December
E.	Substantial Completion	90 days from issuance of NTP*
F.	Final Completion and Acceptance Of the Works	30 days from Substantial Completion*

**Consecutive calendar days.*
***The milestones and/or target dates are subject to change based on the actual date of the contract execution, the issuance of the Notice to Proceed (NTP), or other unknown factors.*

3.5 SCOPE OF SERVICES

3.5.1 PHASE 1: PRE-CONSTRUCTION

A. The Construction Contractor will participate in a pre-construction meeting after the Board approves the Contract and before the issuance of the Notice to Proceed, which is also contingent upon the Construction Contractor providing all required insurance certifications and bonds.
B. At the pre-construction meeting, the Construction Contractor will provide, at a minimum, for discussion and approval by the County and EOR:
   1. Tentative work schedule.
   2. Phasing and sequencing with any alternative methods and materials.
   3. Identified risks and potential mitigation efforts if applicable.
   4. Tentative Schedule of draws.
   5. Proposed mobilization date, construction start date, substantial completion date, and completion date.
C. Grant and contract requirements will be addressed, i.e., weekly reports with pictures, change orders, budget overrun, etc.
D. Permits: The Construction Contractor will be responsible for all local permits for natural gas, water, and electricity. The EOR will apply for any needed state (civil) permits.

3.6.2 PHASE 2: CONSTRUCTION:

A. General:

1. The construction phase will include, but is not limited to, mobilization, phasing, and scheduling of the work, obtaining bids and quotes for work, materials and/or supplies, and the execution of subcontracts or procurements beginning with mobilization through completion of the project.
2. During the construction, the Construction Contractor will interface and coordinate with the EOR as conditions and construction activities dictate, to discuss scheduling foreseeable problems, equipment and material delivery days, sub-contractor/vendor performance, safety, and any other issues pertinent to potential delays, budget overrun that could impact the successful and timely completion of the project.

B. **Change Orders:** The County, without invalidating the Construction contract, may order or approve requested changes in the work within the general scope of the project, consisting of additions, deletions, or other revisions to the engineering drawings and specifications, project schedule, costs, etc. Such changes will be approved only through an executed change order with changes justified in writing and additional costs documented with quotes.

D. Quality Control: The Construction Contractor is responsible for the work, materials, equipment and supplies for this project, and shall review the work, materials, equipment and supplies of all subcontractors and/or vendors used on the project to ensure it meets all design specifications as it is being performed and/or delivered. The Construction Contractor will review any disputes that cannot be resolved or may result in a change order with the EOR for resolution, and to the satisfaction of the County, if applicable.

E. **Inspections:** Assist the EOR and the County in performing periodic and final inspections. All inspections preceding the final inspection, the Construction Contractor shall furnish a detailed report of observed discrepancies and omissions in the work performed by subcontractors or vendors and/or materials and supplies provided by such.

F. **Monitoring the Schedule and Weekly Reports**:

1. The Construction Contractor shall monitor the construction schedule and budget and shall provide the EOR and the County with any concerns or problems within a specified amount of time that will be determined at the pre-construction meeting and incorporated into the Notice to Proceed.

2. The Construction Contractor shall provide the EOR and County with written weekly summary reports and pictures documenting before, during, and after work progress. All rain days, challenges or concerns, completed work, pending or approved change orders, total billed to date with balance forward, etc. shall be documented in the weekly report.

G. **Safety: The** Construction Contractor shall monitor that safety and accident prevention measures are established and maintained at the project site. Any observed hazardous conditions, violations, or potentially hazardous conditions shall be reported immediately to subcontractors/vendors supervisory personnel onsite. A written report of such incident and follow-up report of the remediations shall be provided to the subcontractor/vendor, EOR, and the County.

H. **Project Records: The** Construction Contractor shall:
1. Maintain records at the job site, including a current set of contract documents, a project log, and progressive photographs of the project, record of construction progress, problems and concerns, work logs, payroll records, Davis Bacon interviews, etc.
2. All records shall be open for inspection by the EOR and the County.
3. All records shall be delivered to the County in an organized format to the County at completion of the Project.

SECTION 4.0 BID RESPONSE REQUIREMENTS

4.1 The County has established certain mandatory requirements that must be included as part of any response that are described in the ITB ***"Attachment 1: Instructions to Bidders and Bid Construction" hereby incorporated by reference.*** The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not byitself cause rejection of a Bid.

4.2 Bids not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., may be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Bidder whose replies, past performance or current status that do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the ITB may be rejected as non-responsible.

4.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.

4.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall

be provided on the ITB Attachment 2: Form 1: Bid Transmittal Form, for a Bid by a/an:

a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

b. 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 shall be shown.

c. Individual shall show the Bidder's name and business address.

d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

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

4.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on Form 1: Bid Transmittal Form.

4.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

4.8 A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or https://www.dos.myflorida.com/.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown Form 1: Bid Transmittal Form.

4.9 NOT APPLICABLE: ~~If this project is federally funded and subject to federal procurement provisions, the Bidder shall be appropriately registered with the System for Awards Management (SAM.gov) at the time of submitting a Bid. Please visit SAM.gov for additional information regarding registration. If a Bidder has already registered with SAM.gov, a Unique Entity Identifier (UEI) number must be provided on the ITB Attachment 2: Form 1: Bid Transmittal Form, and by completing Form 16: System for Award Management (SAM).~~

4.10 The Bid should address the requirements in a clear and concise manner in the order stated herein.

4.11 Bids must include the information/documents specified and requested in the ITB. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

413 The County reserves the right to seek additional/supplemental representation on specific issues as needed.

4.14 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.

4.15 The signer of the Bid must declare that the Bid in all respects is fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.

4.16 The County shall not be liable for any costs incurred by Bidder before entering into a contract and the issuance of the Notice to Proceed.

4.16 Refer to Attachment 1: Instructions to Bidders and Bid Construction and Attachment 2: Forms and Certifications.

SECTION 5.0 BID RECEIPT AND OPENNING

5.1 All Bids shall be submitted in accordance with the ITB and any addendums issued, and on the date and time specified in Section 1.0. Schedule of Events. The County Purchasing Office shall date-stamp and record Bids received.

5.2 The responsibility for submitting the Bid to the County Procurement Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

5.2 Submission of Bids by fax or other electronic means will not be accepted.

5.3 Any Bids received after the stated time and date will not be considered. Late Bids shall not be opened at the public opening. Arrangements may be made for the unopened Bid to be returned at the Bidder's request and expense.

5.4 A Bid may be withdrawn or modified per Section 8.9. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened

5.5 All Bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e., date Bids are due) or as modified by addendum.

5.6 Pricing shall be valid for a period of ninety (90) days from the opening of Bid or until the award is made, whichever occurs later.

SECTION 6.0 EVALUATION OF BIDS AND SELECTION PROCESS

6.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the County.

6.2 A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the ITB and contract may be rejected as non-responsible.

6.3 Responses to this ITB, not meeting the requirements specified herein may be considered non-responsive or not responsible, as applicable.

6.4 The County may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:

A. Ability, capacity, and skill of the Bidder to perform the contract.

B. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.

C. Character, integrity, reputation, judgment, experience, and efficiency of the Bidder.

D. Quality of performance of previous contracts.

E. Previous and existing compliance by the Bidder with laws and regulations relating to the contract.

F. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.

G. Quality, availability and adaptability of the supplies or contractual services to the particular use required.

H. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.

I. Number and scope of conditions attached to the bid or quote.

J. Qualifications of personnel, licensing, and corporate qualifications.

K. Evidence of improper litigation.

L. Use of one or more subcontractors with a record of inferior performance.

6.5 For the purposes of this ITB, the County may consider evidence within the ten-year period preceding this ITB.

6.6 In the event the lowest, responsive, responsible bid for construction project exceeds the grant or EOR probable cost estimates, the County Administrator or their designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of

work with the lowest, responsive, responsible bidder, to bring the bid within the available funding.

6.7 Clarification from Bidders: The County may seek clarification from any or all Bidders and consider such supplementary information in the evaluation of the Bid.

6.8 The County reserves the right to reject any and all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The County reserves the right to reject the Bid of any Bidders whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the successful Bidder.

6.9 More than one Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

6.10 In evaluating Bids, the County will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to issuance of the Notice to Proceed.

6.11 In evaluating Bidders, the County will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of subcontractors, suppliers and other individuals or entities may be required to be submitted as provided herein**. Refer to Attachment 1. Instructions to Bidders and Bid Construction.**

6.12 The County may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the work. Any bidder or sub-contractor having access to County facilities or property may be required to be screened to a level that may include but not limited to fingerprinting and a statewide criminal background check with any all fees for such the responsibility of the Bidder or subcontractor.

6.13 Responses to the ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable.

6.14 Right of Rejection: The County reserves the right to reject a bid or all bids per Section 8.9, if in the best interest of the County. All Bidders are cautioned to make no assumptions unless their Bid (response) has been deemed responsive.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

7.1 The County reserves the right to incorporate the successful Bid into the Contract. **Failure of a firm to accept this obligation may result in the cancellation of the award to said Bidder and the County shall then negotiate with the next ranked Bidder**.

7.2 The construction, interpretation, and performance of this ITB, and all transactions underit shall be governed by the laws of the State of Florida and Gadsden County. The Agreement shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.

7.3 The County reserves the right to make award(s) to more than one Bidder and/or by individual items, group of items all or none, or a combination, thereof. Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for the basis of award.

7.4 The selected Bidder will be required to assume responsibility for all Work offered in the Bid. The County will consider the selected Bidder to be the sole point of contact regarding contractual matters, including payment on any or all charges.

7.5 All notices for the intent to award, award, or other events will be posted to the County's website in accordance with Section 1.0 Schedule of Events.

7.6 The recommended lowest, responsive and responsible Bid deemed best by the County shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.

7.7 After successful posting of the intent to award for 72 hours per section 8.4, and Board approval of an award, the County will negotiate a contract with the successful Bidder(s) in accordance with County policy, Florida Law, this ITB,and the successful Bidder's Bid.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

Conformity and adherence to the terms and conditions of this ITB shall be considered by the County as part of its process in determining responsible and responsive Bids.

Review ITB Appendix A: Draft Contract and Attachment 2: Forms and Certifications for terms, conditions, forms, and certifications that may not be expressly addressed herein.

8.1 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

8.1.1 **Award** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and the Bid.

8.1.2 **County** means the Gadsden County Board of County Commissioners (BOCC or Board) and its employees.

8.1.3 **Contract or Agreement** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties").

8.1.4 **ITB** means this document, its attachments and any document hereinafter incorporated by reference.

8.1.5 **Bidder** means any firm, individual or organization submitting a Bid in response to this ITB.

8.1.6 **SOW** means Scope of Work or Scope of Services.

8.1.7 **Successful Bidder** means a Bidder who is awarded a Contract as a result of its Bid submitted in response to this ITB.

8.2 Issuance of Addenda

If this ITB is amended, the County Procurement Office will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions not specifically modified shall remain unchanged.

An addendum to this ITB will be issued if any of the events, dates and/or times referenced in Section 1.0 change. Some dates/times may be determined at each phase.

Any and all such interpretations and supplemental instructions issued per Section 1.0 shall be in the form of a written addendum, which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).

8.3 Florida Public Records Law and Confidentiality

8.3.1 By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

8.3.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase:

A. "***PROPRIETARY INFORMATION***" on the face of each affected page of

such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

B. **NOTE: The County will not accept Bid submittals when the entire submittal is labeled as exempt from public disclosure. Developer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the County may deem the Bid submittal as "non-responsive."**

8.3.3 Should any person request to examine or copy any material so designated and providedthe affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy thecomplete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be receivedby the County no later than 4:00 p.m., EST, of the second County business day followingBidder's receipt of such notification, either permitting or refusing to permit suchdisclosure or copying.

8.3.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever whichmay be incurred by the County, or assessed or awarded against the County, in regard tothe County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Biddershall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence overany provisions or conditions of any Bid submitted by a Bidder in response to thisITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.4 <u>Right to Protest</u>

Any person who is affected adversely by the decision or intended decision of the County shall file with the Purchasing Division a notice of intent to protest in writing within 72 hours after the posting of the bid tabulation. Thereafter, a formal protest shall be filed, in writing within ten (10) calendar days after the date of the filing of the notice of intent to protest.

Any Bidder who desires to formally protest shall follow the procedures outlined in the Gadsden County Procurement Policy, incorporated by reference, and can be obtained by contacting the County Purchasing Director at (850) 875-7243 or email: Procurement@gadsdencounty.gov.

The failure to file a notice of intent to protest or failure to file a formal written protest shall constitute a waiver of proceedings.

A written protest is filed with the County when it is delivered to and received by the Purchasing Division.

8.5 Requests for Clarification and Assistance

All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) and received in accordance with Section 1.0 and must be directed to:

Questions: Gadsden County Purchasing Office
850-875-7243
Procurement@gadsdencounty.gov

Address: Gadsden County Board of County Commissioners
Purchasing Office
Attn: ITB 26-05
Hand Deliver: 9 B East Jefferson Street
Mailing Address: PO Box 1799
Quincy, FL 32351

Questions and responses will be posted on the County's Website and if necessary, an Addendum(s) will be issued per Section 8.2

8.6 ADA - Special Accommodations

Any person requiring special accommodation by the County due to a disability should call the County Purchasing Office at least five (5) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). The Purchasing Office telephone number is: 850-875-8694.

8.7 Bidder's Responsibility

8.7.1 It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB.

8.7.2 Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

8.7.3 Bidders are expected to examine the specifications and all instructions pertaining to the required work/commodities/services. Failure to do so will be at Bidder's risk.

8.8 Indemnification and Hold Harmless (FORM 4)

Bidders must complete and sign Form 4: **Indemnification and Hold Harmless.** Reference Appendix A: Draft Contract for additional information.

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8.9 Right of Rejection

The County reserves the right to reject any Bid found to be non-responsive, vague or nonconforming or to waive informalities and negotiate with the apparent lowest, responsive, qualified, and/or responsible Bidder. Furthermore, the County reserves the right to withdraw all or part of this ITB at any time prior to the final award and execution of a Contract.

8.10 Public Entity Crimes (Form 5)

Bidders must complete and sign Form 5: Sworn Statement under Section 287.133(3)(a),fs, on Public Entity Crimes.

8.11 Small, Minority and Woman-Owned Business Enterprise

Certification as a minority business enterprise for the purpose of this ITB is defined by the Florida Small and Minority Business Assistance Act. Bidders certified by the Stateof Florida should include a copy of the certification with their Bid.

8.12 Equal Employment Opportunity/Affirmative Action (Form 6)

The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of religion, sex, sexual orientation, gender identity, familial status, race, color, national origin, or handicap status.

Bidders must complete and sign Form 6: Equal Opportunity Affirmative Action Statement.

8.13 Exemption of Meetings/Presentations

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from

section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

8.14 Drug Free Workplace (Form 7)

Gadsden County is a Drug Free Workplace. Bidders should review, complete, and sign Form 7: Drug Free Workplace Certification.

8.15 Conflicts of Interest (Form 8)

An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders should review, complete and sign Form 8: Disclosure Statement Conflict of Interest Disclosure.

8.16 Non-Collusion (Form 9)

Each Bidder is required to sign and have notarized by a Florida Notary Form 9: "Non-collusion Affidavit."

8.17 Ethical Business Practices (Form 10)

8.17.1 The County reserves the right to deny the award or immediately suspend any contract resulting from this ITB or Bid, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

Bidders are required to complete, sign and certify Form 10: Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements.

8.17.2 **Gratuities**. It shall be unethical for any person to offer, give or agree to give any Countyemployee, or for any County employee to solicit, demand, accept or agree to accept fromanother person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification orprocurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any ITB or Bid thereof.

8.17.3 **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or highertier subcontractor or any person associated therewith, as an inducement for the award ofa subcontract or order.

8.18 Subcontracting (Form 11)

8.18.1 Firms submitting a Bid may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Bid and the Contract.

8.18.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

8.18.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

8.18.4 A Bidder must complete and sign Form 11: List of Proposed Contractors and Services to be Performed.

8.19 Withdrawal or Modification of Bids

A Bid may be withdrawn or modified only by written notification from the Bidder **prior** to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal or modification of the Bid after it has been opened.

8.20 Status of Contractor

The Bidder shall, at all times relevant to a contract as a result of this ITB, be an independent contractor and in no event shall the Bidder, nor any employees or sub-contractors under it, be considered to be employees of the County.

8.21 Registered to Do Business in the State of Florida

A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the County shall, at the time of submitting a Bid, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html The Bidder shall be licensed to do business in the State of Florida and the Bidder and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

8.22 Debarment and Suspension (Form 12)

Bidders are required to complete and certify Form 12: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions.

8.23 Employment Eligibility Verification (Form 13)

Bidders are required to complete and sign Form 13: E-Verify Compliance

Certification.

8.24 Venue

Venue for all actions arising under the ITB and subsequent Contract shall lie in Gadsden County, Florida, United States.

8.25 Construction

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida.

8.26 Order of Precedence

The provisions of the ITB, successful firm's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provisions of the ITB and Contract. In the event of an inconsistency between the provisions of the ITB or Contract hereto, the Order of Precedence shall be followed:

A. Federal Laws
B. Laws of Florida
C. If applicable, grant awards terms and conditions.
D. ITB and all of its addendums and attachments.
E. Executed Contract
F. Successful firm's Bid

8.27 Term of the Contract and Termination

The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and the term shall be negotiated as part of the Contract negotiation activities.

Bidders should review Appendix A: Draft Contract and provide any comments or concerns with their Bid submittal on Attachment 2: Form 15: Comments on Draft Contract.

8.28 **Insurance Requirements**

8.28.1 Before the Work/Service begin, the Bidder(s) shall procure and maintain at its own costand expense for the duration of the Contract, liability insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Bidder, his agents, representatives, employees, or subcontractors. Specific insurance requirements are set forth in **Form 14**: Insurance Certification Required Policy Endorsements and Documentation and Appendix A: draft contract. Additional insurance requirements may be required as part of contract negotiations.

8.28.2 Verification of Coverage

The Bidder shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and

endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *The certificates and endorsements are to be received and approved by the County before the Work/Services commence.*

8.28.3 Subcontractors

The Bidder shall include each of its subcontractors as insured under the policies of insurance required herein.

8.29 Bond Requirements

Performance and Payment Bond. The Successful Bidder must provide Performance and Payment bonds in the amount of 100 percent of the Contract amount within fifteen (15) calendar days or less of the execution of the Contract by the Board, or prior to the issuance of the Notice to Proceed. The work cannot begin until Bonds are received.

Bid Bond – A five percent (5%) bid bond is required for a bid that exceeds $250,000, and must be included with the Basis of the bid.

See Attachment 2: Form 18A and B.

APPENDIX A: DRAFT CONTRACT

ITB 26-05 CONSTRUCTION OF HURRICANE SPECIAL NEEDS SHELTER RETROFIT
Appendix A: Draft Contract

GADSDEN COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at Suite 5-B East Jefferson Street, Gadsden County, Florida 32351 (the "County"), hereby contracts with _____

(the "Contractor") whose principal place of business is at _____,

whose Federal ID number is: _____ and Unique Entity Identifier (UEI) is _(if applicable)_____ and is a general contractor license number _____who is licensed to perform all work in the State of Florida in connection with the County's **ITB 26-05** (the "Project"), and other Contract Documents hereafter specified (the "Work").

Project Description and Funding: Construction work necessary to retrofit a wing of the Gadsden County Community Hospital located at 23186 Blue Star Highway, U.S.90, Quincy, Gadsden County, Florida, to function as a Hurricane Special Needs Shelter.

Funding for the Project is from a state legislative appropriation grant agreement F0100, as amended, through the Florida Division of Emergency Management.

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 36 hereof, the Legal Advertisement, the ITB, the Bid, and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents, including the Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by the Contractor at the Project site at all times during the performance of the Work.

B. The Engineer of Record (EOR) is the initial interpreter of the Contract Documents, but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the EOR's recommendations or interpretations of the Contract Documents. The EOR does not have the authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the EOR's interpretation as to the intent of the engineering drawings and specifications shall be final and not subject to interpretation by the County's staff.

C. Any Work that may be reasonably inferred from the specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Orders; (4) the solicitation documents, including any addenda. The Contract Documents listed above represent the entire and integrated Agreement between the parties hereto, and

supersede prior negotiations, representations, or agreements, either written or oral.

D. Work, materials, or equipment described in words that have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

E. The County shall furnish to the Contractor up to one (1) set of the Contract Documents as are reasonably necessary for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

F. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

G. The Work provided by the Contractor for the Project shall be under the general direction of **the EOR,** or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the Department Director, County Administrator, or Board of County Commissioners.

H. The County's representative, within the authority conferred by the Board of County Commissioners, shall initiate written Change Orders, and notification to the Contractor of any and all changes approved by the County in the Contractor's: (1) compensation; (2) time and/or schedule of service delivery; (3) and any amendment (s) or other change(s) relative to the Work pursuant to this Contract or Change Orders pertaining thereto. Following County approval, the County's representative shall coordinate issuance of any such documents. The County's representative shall be responsible for acting on the County's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract or any amendments, or Change Orders issued hereunder.

I. Neither the Contractor nor any Subcontractor, Supplier, or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the County shall have or acquire any title to or ownership rights to any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the EOR; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the County or their EOR and the specific written verification or adaptation by the EOR.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricator, or processors except as otherwise provided in the Contract Documents.

Section 3. Contract Amount

A. In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount not to exceed (herein "Contract Amount"), in accordance with the terms of this Agreement: $_____ or in WORDS: _____

1. Compensation and manner of payment of such compensation by the County for the Work rendered hereunder by the Contractor shall be prescribed in Exhibit C4. Basis for Compensation, which is attached hereto and made a part of hereof.

2. The Contractor shall notify the County and EOR in writing when 90 percent of the approved “not to exceed” amount has been reached.

3. The total amount is not to be construed as a “line-item” guarantee. If one category exceeds the budgeted amount, and another is less than the budgeted amount, they shall offset each other to the extent that the total is not exceeded.

B. If the Contract Amount includes an Allowance, the Contractor shall cause the Work covered by the Allowance to be done for such sums within the limits of the Allowance as the County may approve. The Contractor agrees that the Contract Amount includes such sums as they deem proper for costs and any profit on account of any Allowances. No demands for an additional sum for overhead, profit or “out of pocket” expenses will be allowed.

C. Any agreed upon changes to the Contract Amount must be accomplished by an approved, written Change Order in the form attached to this Agreement.

D. The County may subsequently identify items eligible for direct purchase for sales tax savings. The County shall, at its sole discretion, have the option to purchase directly from the supplier or vendor any supplies, materials or equipment included in the Contractor's bid for the Contract. The County reserves the right to require Contractor to assign to the County agreements with suppliers for such goods. The Contractor shall, from time to time submit, update and keep current, for consideration by the County, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Goods not required for the performance of the Contract shall not be purchased under this Agreement. The County reserves the right to delete or add items from this Agreement when it is in the County's best interest. Upon approval by the County, the Contractor will provide a worksheet by electronic means which will include a Bid from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The County will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Contract Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by Owner. Administrative costs incurred by the Contractor with this Agreement, including

administering the purchases in the name of the County, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Contract Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the County.

Section 4. Bonds.

A. In accordance with Section 255.05, Florida Statutes, the Contractor shall record and provide Performance and Payment Bonds, in the form prescribed in the ITB Forms 18A and 18B, included with the Contractor's Bid, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly, and a copy of the amendment forwarded to the County. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" is established in the Notice to Proceed to be issued by the County. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. The Contractor shall commence the Work as agreed to in the Notice to Proceed, the "Commencement Date". No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 90 consecutive **calendar days** from the commencement date as stated in the Notice to Proceed. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the EOR when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within 30 consecutive **calendar days** from the substantial completion date, unless otherwise agreed to by the parties (herein "Contract Time").

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the

County shall be entitled to assess, as liquidated damages, but not as a penalty, **$750.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the EOR issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday. All days shall mean calendar day and not business day.

Section 6. Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization, or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law, or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to EOR in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the EOR. If required, a Field Order or Change Order will be issued pursuant to Section 15 of this Agreement. If the Contractor performs any Construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the EOR and County, the Contractor shall assume responsibility for such performance and shall share in costs associated with any corrections. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall

be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the EOR. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim, and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 7. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water, sewer, and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities (surface and subsurface) being referred to in this Sub-Section 7.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting, and protecting all Utilities at all times during the course of the Work. Relocation or shutdown of County facilities must be requested by the Contractor in writing a minimum of ten (10) calendar days prior to the proposed Work. The County shall have the final decision with respect to whether the relocation or shutdown is required and when the relocation or shutdown of facilities may take place. The Work may need to be performed at night or on weekends to minimize the interruption of service or to meet the operational needs of the County's facilities.

Section 8. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and EOR, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work.

B. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's and EOR review and approval. Contractor shall submit the updates to the Progress Schedule with its monthly Applications for Payment noted below. The County's and the EORs review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 9. Progress Payments

A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the EOR, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and EOR, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the EOR along with a completed and notarized copy of the Application for Payment form. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Schedule of Values.

B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the County and the EOR a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit two (2) copies of its monthly Application for Payment to the EOR on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the EOR shall either:

D.1 indicate his approval of the requested payment;

D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons; therefore, or

D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment and the action necessary to make the payment request proper.

In the event of a total denial and return of the Application for Payment by the EOR, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within **thirty (30)** calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the EOR.

E. The County shall initially retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the EOR for payment, whichever is less. Such sums shall be accumulated and released to Contractor as follows. Within 20 days after the EOR delivers the tentative punch list to Contractor as set forth in set forth in Section 26 herein, the County will pay the contractor the remaining contract balance including retainage previously withheld less an amount equal to 150 percent of the estimated cost to complete the items on the tentative punch list (the "remaining retainage"). The remaining retainage will be released to the Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply or constitute approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the County's and the EOR's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 10. Payments Withheld

A. The EOR or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The EOR or the County may nullify the whole or any part of any

approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

A.1 Defective Work not remedied;

A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;

A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;

A.5 Reasonable indication that the Work will not be completed within the Contract Time;

A.6 Unsatisfactory prosecution of the Work by the Contractor;

A.7 Failure to provide accurate and current "As-Builts"; or

A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 10.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 11. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the EOR in accordance with Section 26.A. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at

the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the EOR or the County at the time of final inspection.

Section 12. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules, and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to EOR within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the EOR for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the EOR in evaluating the proposed substitute. The EOR may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute

means, method, sequence, technique or procedure of construction acceptable to the EOR, if Contractor submits sufficient information to allow the EOR to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the EOR shall be the same as those provided herein for substitute materials and equipment.

E. The EOR shall be allowed a reasonable time within which to evaluate each proposed substitute. The EOR shall be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the EOR's and the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. The EOR will record time required by the EOR and the EOR's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not the County accepts a proposed substitute, Contractor shall reimburse the County for the charges of the EOR and the EOR's consultants for evaluating each proposed substitute, or such charges may be deducted from an application for payment, at the County's sole discretion.

Section 13. Daily and Weekly Reports

A. Unless waived in writing by the County, Contractor shall complete and submit to EOR on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the EOR and the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

A.2. Soil conditions which adversely affect the Work;

A.3. The hours of operation by Contractor's and subcontractor's personnel;

A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

A.5. All equipment present at the Project site, description of equipment uses and designation of time equipment was used (specifically indicating any down time);

A.6. Description of Work being performed at the Project site;

A.7. Any unusual or special occurrences at the Project site;

A.8. Materials received at the Project site;

A.9. A list of all visitors to the Project site; and

A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or EOR pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the EOR, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to EOR for reference. Current and accurate “As-Built” record documents shall be submitted with each Application for Payment. Failure to provide current and accurate “As-Built” record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to EOR by Contractor for the County.

C. The Contractor shall submit to the EOR one complete, certified set of all recorded changes made during Construction entitled ‘As-Built,’ dated and sealed by the Project Architect. Submittals shall be in both hardcopy and digital format and are due as a condition of Substantial Completion.

D. Certified “as-built” information, which the Contractor must show on marked-up copies of the design drawings, prints, and other materials as specified above, shall include both authorized and unauthorized changes and any modifications to material types from that specified in the bid plans and Specifications. As a prerequisite to any payments, the Contractor shall make available to the EOR all “as-built” information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The Contractor shall also obtain “as-built” cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The Contractor shall set benchmarks on or within 100 ft. of each control structure constructed as part of the Project. A

complete description including elevation and location of each control structure benchmark shall be provided to the EOR as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

E. "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the Contractor's Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

F. All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the EOR for review and acceptance prior to authorization of the final payment.

G. "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.

H. All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the Contractor prior to backfilling.

I. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

J. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

J.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

J.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the County.

J.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 Agreement term and thereafter if the Contractor does not transfer all records to the County.

J.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

K. If Contractor does not comply with a public records request, the County shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-875-8671, MEDIA@GADSDENCOUNTYFL.GOV, AND 9-B E. JEFFERSON STREET, QUINCY, FL 32351.

Section 14. Contract Time and Extensions

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of the County's suppliers and contractors as set forth in Section 17.B. herein.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor

expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 15. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, Exhibit E, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 16 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. However, where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, those unit prices shall be applied to the quantities of the items involved. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The EOR shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 16. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the County and EOR within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County and EOR within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 15.D.

C. Any dispute, action or proceeding arising out of or related to this Agreement shall be exclusively commenced in the state courts of Gadsden County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 17. Other Work

A. The County may perform other work related to the Project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts.

If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to the County and EOR within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the County if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the EOR and the others whose work will be affected. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between the County and such utility owners and other contractors.

C. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or the COUNTY), Contractor shall inspect and promptly report to EOR in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 18. E-Verify

As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor’s affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

E. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Section 19. Indemnification and Insurance

A. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Contractor's performance pursuant to this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable.

B. 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. The foregoing indemnification shall the same be construed to constitute agreement by Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

C. Contractor agrees to, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or

consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or EOR or their consultants, agents, officers, and employees. The County and Contractor agree the first $100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement.

D. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement, Exhibit C3. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true, and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

E. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

F. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

G. The Contractor will be fully responsible for all acts and omissions of his subcontractors and of persons directly or indirectly employed by them and of persons for whose

acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and the County. The County may, upon request, furnish to any subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and EOR as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor does not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to EOR a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

A. Contractor agrees to comply, at its own expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements applicable to the Project, including but not limited to the federal contract provisions. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and EOR in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools,

appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees, and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work, and the Contractor shall bear the cost of any such restorations.

C. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be deducted from the final payment due the Contractor.

Section 22. Assignment

A. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor. The Contractor and his sureties, together with his officers, agents, and employees, shall protect and hold the County harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent.

C. The Contractor shall be fully responsible for the execution and adherence to all directives, instructions, conditions, special conditions, and limiting conditions contained in permits specifically issued for the Work and which pertain to or affect the construction phase of this project, and shall be solely responsible for issuance of any Notices required thereby.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the EOR or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including EOR and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the EOR, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment,

supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 25. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 26. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the County and EOR in writing that the entire Work (or such designated portion) is substantially complete and request that EOR issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the County, Contractor and EOR shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the County and EOR do not consider the Work (or designated portion) substantially complete, EOR shall notify Contractor in writing giving the reasons therefor. If the County and EOR consider the Work (or designated portion) substantially complete, EOR shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch list of items to be completed or corrected by Contractor before final payment, including the cost to complete each item on the tentative punch

list. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punch list. The risk of loss for the Project and the Work performed thereon shall not pass to the County until the Certificate of Substantial Completion (or Partial Substantial Completion) is approved by the EOR.

B. Within fourteen (14) calendar days of receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, EOR will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the remaining retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, (3) all required As-Builts, shop drawings and other submittals; and (4) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the EOR may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the remaining retainage shall become due and payable.

C. Prior to final payment, the EOR may request the Contractor to permit the use of a specified part of the Project which the County believes it may use without significant interference with construction of the other parts of the Project. If the Contractor agrees, he will certify to the EOR that said part of the Project is Substantially Complete and request the EOR to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen (14) calendar days thereafter, the EOR and the Contractor will make an inspection of that part of the Project to determine its status of completion. If the County considers that part of the Project to be Substantially Complete, the EOR will deliver to the Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the County and the Contractor for maintenance, heat and utilities as to that part of the Project. The County shall have the right to exclude the Contractor from any part of the Project, which is so certified to be Substantially Complete, but the County will allow the Contractor reasonable access to complete or correct items on the punch list.

Section 27. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment, or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 28. Tests and Inspections.

A. The County, EOR, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide EOR with timely notice of readiness of the Work for all required inspections, tests, or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules, or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish EOR the required certificates of inspection, testing or approval. When any portion of the Work subject to inspection is ready for such, the Contractor shall provide the EOR forty-eight (48) hours' notice prior to the inspection. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the EOR and the County.

C. If any Work that is to be inspected, tested, or approved is covered without written concurrence from the EOR, such work must, if requested by EOR, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given EOR timely notice of Contractor's intention to cover the same and EOR has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from EOR, such Work must, if requested by EOR, be uncovered for EOR's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering, and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday, or holidays.

E. Neither observations nor other actions by the EOR nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 29. Defective Work

A. Work not conforming to the requirements of the Contract Documents in the sole judgment of the EOR shall be deemed defective Work. If required by the County or EOR, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or EOR, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If the County or EOR consider it necessary or advisable that covered Work be observed by EOR or inspected or tested by others, Contractor, at the County's or EOR's request, shall uncover, expose or otherwise make available for observation, inspection or tests as the County or EOR may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and the County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

C. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or EOR may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County and EOR to stop the Work shall not give rise to any duty on the part of the County or EOR to exercise this right for the benefit of Contractor or any other party.

D. Should the County determine, in its sole opinion, that it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor shall promptly pay the County an appropriate amount to adequately compensate the County for its acceptance of the defective Work.

E. If Contractor fails, within a reasonable time after the written notice from the County or EOR, to correct defective Work or to remove and replace rejected defective Work as required by EOR or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, the County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which the County has paid Contractor but which are stored elsewhere. Contractor shall allow the County, EOR and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable the County to exercise the rights and remedies under this paragraph. All direct, indirect, and consequential costs of the County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect, and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the County of the County's rights and remedies hereunder.

Section 30. Supervision and Superintendents

A. Contractor shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and EOR except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. The County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 31. Protection of Work

A. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

B. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger said Work or property.

C. Contractor shall not disturb any benchmark established by the EOR with respect to the Project. If Contractor, or its subcontractors, agents, or anyone for whom Contractor is legally liable, disturbs the EOR's benchmarks, Contractor shall immediately notify the County and EOR. The EOR shall reestablish the benchmarks and Contractor shall be liable for all costs incurred by the County associated therewith.

Section 32. Emergencies

A. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or EOR is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give EOR written notice within forty-eight
(48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the EOR determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it

otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 33. Use of Premises

A. The County will furnish, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands which entail the Project Site upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise.

B. The Contractor shall be responsible for staging, protecting, and storing equipment or materials. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 34. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;

A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or

replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County. County shall have the right to direct Contractor to remove and replace this individual, with or without cause.

Section 35. Project Meetings

A. Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the County and EOR and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the EOR or the County with respect to the Project, when directed to do so by the County or EOR. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or EOR.

Section 36. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

A. Legal Advertisement
B. ITB 26-05
C. Contractor’s Bid Response with required forms and certifications
C.1 Performance Bond
C.2 Public Payment Bond
C.3 Insurance Requirements, including certificates of insurance
C.4 Basis of Compensation
D. Form of Release and Affidavit
E. Change Order Form
F. Scope of Services

Design Plans and Grant Agreement F0100 are incorporated by reference only.

Section 37. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Gadsden County Administrator
9-B East Jefferson St.
P.O. Box 1799
Quincy, FL 32353-1799

With a copy to:
Tashonda L. Whaley, Director
Gadsden County Sheriff's Office
Division of Emergency Management &
911 Communications
Quincy, FL 32353-1799
850-545-4429 cell
850-875-8833 office

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

_____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 38. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 39. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 40. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 41. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 42. Vendors on Scrutinized Companies Lists.

By executing this Agreement, Contractor, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 42, this Section 42 shall be null and void.

Section 43. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 44. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 45. Subcontracting.

The Contractor may subcontract up to fifty percent 50% of work under this Contract. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor. If applicable, regardless of any subcontract, the Contractor is ultimately responsible for all work to be performed under this Contact, including but not limited to design, permitting, construction, surveying, contract management, land acquisition, legal services, right-of-way acquisition, zoning, replating, comprehensive plan amendment code variance, and other services, as necessary. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contactor shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve Contractor of its obligations hereunder.

Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 691-72, Florida Administrative Code (F.A.C.). The Contractor shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Contractor shall ensure its subcontracts issued under this Contractor, if any, impose this requirement, in writing, on its subcontractors.

Section 46. Civil Rights

The Contractor agrees to comply with pertinent statutes, Executive Orders, which includes but is not limited to those listed in the ITB Form 19, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 47. Anti-Human Trafficking

As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Contractor must attest under the penalty of perjury that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. ITB Form 21.

Section 48. Foreign Country of Concern

Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit is included with the ITB Form 21.

The remainder of the page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____
President/Corporate Secretary/Witness Date: _____
[Corporate Seal]

_____
2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Gadsden County, Florida

(SEAL)

By: _____
Chair

Clerk: _____ Date: _____

Approved as to Form and Content:

_____
County Attorney

EXHIBIT A: LEGAL ADVERTISEMENT

EXHIBIT B: ITB 26-05 (w/o Appendix A, Attachment 1, Attachment 2)

EXHIBIT C: Contractor's BID with Required Forms and Certifications

EXHIBIT C.1: PERFORMANCE BOND (re: Form 18A)

EXHIBIT C.2 PUBLIC PAYMENT BOND (Form 18B)

EXHIBIT C.3: INSURANCE REQUIREMENTS CERTIFICATES OF INSURANCE (Form 14)

EXHIBIT C.4: BASIS OF COMPENSATION (Form 23)

EXHIBIT D: RELEASE AND AFFIDAVIT

COUNTY OF_____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after

being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Gadsden County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No.____.

CONTRACTOR:

_____

By: _____ (signature of the executive officer)

Its:_____ (title of the executive officer)

Date:_____

Witnesses

_____ _____

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

_____, by _____, as _____ of

_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me or has produced _____

_____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of_____

Commission No.:_____

EXHIBIT E: CHANGE ORDER FORM

CHANGE ORDER NO. _____ GADSDEN COUNTY PROJECT NO. _____

TO: _____
_____
_____

DATE: _____

PROJECT NAME: _____
Under our AGREEMENT dated_____.
ITB #_____

****

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

_____

_____

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____($_____).

Original Agreement Amount $_____

Sum of Previous Changes $_____

This Change Order ADD/DEDUCT $_____

Present Agreement Amount $_____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (___) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted:_____ , 20____ .

GADSDEN COUNTY, FLORIDA

By:_____
Chair

CONTRACTOR

By:_____
President

EOR: By:_____

Attachment:
1. Written Justification for Contract Change Order

EXHIBIT F: SCOPE OF WORK to be negotiated based on the ITB 26-05, FDEM Grant Agreement F0100, Amendment 1, and Contractor's BID.