

**COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROJECT 2023-P I-75 BILLBOARD PROJECT**

The Columbia County Board of County Commissioners will receive sealed bids in the office of the County Manager, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055 until **2:00 PM** on **October 24th, 2023.**

Billboard location is 435 NW Hall of Fame Drive, Lake City, FL 32055-4834

Specifications and bid forms may be obtained from the County's website

<https://www.columbiacountyfla.com/PurchasingBids.asp>. Bidders are required to attend a

Mandatory Pre-Bid Conference on October 11th, 2023 at 3:00 PM, please contact Clint Pittman at (386) 623-0415 for any questions. Any other questions regarding specifications and/or bid documents must be sent via email no later than **October 17th, 2023** to:

ejones@columbiacountyfla.com

The successful bidder will be required to furnish the County Manager with a 5% bid bond with submittal, and if selected, furnish the County Manager with a performance bond and proof of liability insurance prior to commencing work. The Columbia County Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

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2023-P I-75 Billboard Project

I-75 and U.S. 90

Lake City, Florida

Construction Documents

Project Manual

Architect's Project No. 2324

September 13, 2023

Prepared for
Board of County Commissioners
Columbia County, Florida

District No. 1 - Ron Williams

District No. 2 - Rocky Ford

District No. 3 - Robby Hollingsworth

District No. 4 - Everett Phillips

District No. 5 - Tim Murphy

Architect

Kail Partners Architecture & Interiors

PO Box 359055

Gainesville, Florida 32635



Exhibit B
Columbia County
Purchasing Department
General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material for county use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Coordinator that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).

16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Coordinator.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.

30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint form bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

PART 1 - DEFINITION OF TERMS: Whenever in this Project Manual the following term(s) are used, their intent and meaning shall be interpreted as follows:

1.1 OWNER

COLUMBIA COUNTY, FLORIDA
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

1.2 BUILDING CODE ADMINISTRATOR

A. The Building Code Administrator, licensed by the Department of Professional Regulation as a Building Official.

1.3 CONTRACTOR

A. Individual, firm, partnership or corporation entering into a construction Contract to perform as "General" or "Prime" Contractor the work specified in the Contract Documents.

1.4 ARCHITECT

A. The firm of Kail Partners Architecture & Interiors, P.O. Box 359055, Gainesville, Florida, 32635-9055.

1.5 SUBCONTRACTOR

A. Individual, firm, partnership or corporation entering into an agreement to furnish materials and labor for the work specified and described in the Contract Documents. Subcontractors shall have a current occupational license for the State of Florida, as applicable.

1.6 MANUFACTURER OR SUPPLIER

A. Individual, firm, partnership or corporation entering into an agreement to furnish materials only for the work specified and described in the Contract Documents.

1.7 BIDDER

A. Individual, firm, partnership or corporation submitting a proposal for the work contemplated.

1.8 PROJECT

A. Work specified and described in the Contract Documents.

1.9 ADDENDA

A. Written and/or graphic revisions issued prior to the award and execution of the Contract which modify and/or interpret the Contract Documents by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is awarded and executed.

1.10 CONTRACT DOCUMENTS

A. Consist of the Contract, the Project Manual, Drawings, Addenda issued prior to the award and execution of the Contract, and Change Orders issued after the award and execution of the Contract, and such other documents as are made a part of same by reference in the Contract Documents.

1.11 PROPOSAL

- A. The forms, including all items related to, envelopes and other information pertaining to the complete bid, complete and properly executed, which the Bidder has submitted as their Proposal for the work contemplated.
 - 1. Base Bid: The sum stated in the Proposal for which the Bidder offers to perform the work described in the Contract Documents as the base, to which work may be added to or deducted from for sums stated in Alternate Bids.
 - 2. Alternate Bid: An amount stated in the Proposal to be added to or deducted from the amount of the Base Bid if the corresponding change in Project scope or materials or methods of construction described in the Contract Documents is accepted.
 - 3. Unit Price: An amount stated in the Proposal as a price per unit of measurement for materials and labor or services as described in the Contract Documents.

1.12 DRAWINGS

- A. The official plans and other Drawings or reproductions thereof, pertaining to the work to be performed, included in this project manual.

1.13 PROJECT MANUAL

- A. Written and graphic data bound together for Specifications.

1.14 BUILDING PERMIT

- A. Issued to the Contractor after requirements of the application process have been satisfied and compliance with the appropriate Codes and Standards have been achieved. Construction Plans and Specifications shall be submitted for review by the Building Code Administrator for the issuance of a Building Permit.

1.15 CONTRACT

- A. The County-Contractor Agreement consisting of the agreement text preceding the signature of the parties, the Performance Bond and Labor and Material Payment Bond, the Certificates of Insurance and other documents as may be required by the Contract Documents.

1.16 APPLICATION FOR PAYMENT

- A. Statement of amounts claimed by Contractor as payments due on account of work performed or materials suitably stored.

1.17 ARCHITECT'S ACCEPTANCE

- A. Architect's acknowledgement that a material is acceptable or in accordance with Contract requirements.

1.18 RECORD DRAWINGS

- A. Drawings made during progress of construction illustrating how various elements of the work were actually installed.

1.19 CHANGE ORDER

- A. A work order, issued after the award and execution of the Contract, signed by the County authorizing a change in the scope of the work during construction.

1.20 FIELD REPRESENTATIVE

- A. A person in the field designated to represent a responsible party during construction.

1.21 SCHEDULE OF VALUES

- A. A statement furnished to the Architect by the Contractor reflecting the amounts to be allotted for the principal parts of the work. It is to serve as a guide for reviewing the Contractor's Applications for Payment.

1.22 SHOP DRAWINGS AND PRODUCT DATA

- A. Drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated, erected and/or installed.

1.23 SAMPLES

- A. Physical examples furnished by the Contractor which illustrate materials, equipment or workmanship, and which establish standards by which the work will be reviewed.

1.24 TIME OF COMPLETION

- A. The number of calendar days, or the actual date, by which the work is required to be completed.

PART 2 - EXAMINATION

2.1 DRAWINGS, PROJECT MANUAL AND PROJECT SITE AND PRE-BID CONFERENCE

- A. Bidders are required to examine the Drawings, Project Manual and Addenda to become familiar with work to be performed under the Contract.
- B. Bidders are encouraged to visit the project site to become familiar with the local conditions that may affect the work to be performed, and the equipment, materials and labor required.
- C. Pre-Bid Conference: Bidders are required to attend a mandatory Pre-Bid Conference on the date, time and place set forth in the advertisement for bids. This Pre-Bid Conference will be held in order to review the scope of work of the Contract Documents and to allow questions to be asked by the Bidders. If deemed necessary, Architect will then issue an Addendum to the Drawings and Project Manual to change, modify or explain any decisions or other information that comes out at this Pre-Bid Conference.

PART 3 - CLARIFICATION TO BIDDERS

3.1 CLARIFICATION

- A. No oral clarification in regard to the meaning of Drawings and Project Manual and no oral instructions will be given before the award and execution of the Contract. Discrepancies, omissions or doubts as to the meaning of Contract Documents shall be given in writing to the Architect for interpretation not later than seven calendar days prior to Bid Date.

PART 4 - FAMILIARITY WITH LAWS

4.1 KNOWLEDGE OF LAWS

- A. The Bidder shall be familiar with Federal, State, and Local laws, ordinances, codes, rules, and regulations that affect the Bid or the work under this Contract. Lack of knowledge on the part of the Bidder will not provide relief from responsibility of compliance with the above, whether or not specifically called for or shown in the Contract Documents.

PART 5 - PREPARATION AND SUBMISSION OF BIDS

5.1 PREPARATION

- A. Each Bidder shall use the Proposal Form included or one provided by the County, indicating base bid amount and alternate bid amount(s). Erasures or other corrections in the Proposal shall be explained or noted over the signature of the Bidder. Proposals containing conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities may be rejected by the County.
- B. Each Proposal shall give the full business address of the Bidder and state whether it is an individual, corporation or partnership. Proposals by a corporation, shall be signed with the legal name and seal of the corporation, followed by the name of the State of its incorporation, and by the manual signature and designation of an officer, agent, or other person authorized to bind the corporation, and if the person signing is not the President, be accompanied by a duly authenticated document evidencing the authority to the officer or agent. Proposals by partnerships shall show the names of all partners and must be signed in the partnership name by one of the partners. The partnership signature shall be followed by the manual signature of the partner signing. The name of the person signing and his designation shall be typed or printed below their signature. Proposals by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held to the terms of the Proposal by the individual so signing. Satisfactory evidence of the authority of an officer, agent, attorney, or other person signing for a corporation, and agent, attorney, etc., signing for a partnership or an individual shall be furnished.

5.2 SUBMISSION

- A. Proposals shall be enclosed in a sealed envelope and delivered or mailed to the proper address provided by the County. Failure to comply with these requirements may be cause for rejection of the Proposal.
- B. Each bidder shall submit per requirements of Section 00 4300 the following:
 - 1. A list of names of the Subcontractors or other persons or organizations, including those who are to furnish materials for equipment fabricated to a special design, proposed for such portions of the work as may be designated in the Contract Documents, or if no portions are so designated, the names of the Subcontractors proposed for the principal portions of the work. If the Contractor uses their own work force for any of the above, insert the names of his firm in the appropriate blank and be properly licensed as applicable for the specific type work listed.

PART 6 - DISQUALIFICATION OF BIDDERS

6.1 DISQUALIFICATION

- A. More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Proposal for the same work shall cause rejection of all Proposals in which such Bidders are believed to be interested. Proposals may be rejected if there is reason to believe that collusion exists among the Bidders. Proposals in which the prices obviously are unbalanced may be rejected.

PART 7 - BID GUARANTEE

7.1 BID GUARANTEE

- A. Proposals shall be accompanied by a Bid Guarantee which shall be a Bid Bond, Cashier's Check or Certified Check in the amount of five percent (5%) of the Base Bid made payable to the County. Such Bid Guarantee shall be submitted with the understanding that it shall guarantee the Bidder will not withdraw his Proposal for a period of thirty calendar days after the scheduled closing time for

the receipt of Bid and that, if his Proposal is accepted, they will enter into a construction Contract with the County and the required Bonds will be submitted within the time set forth below; and that in the event of the withdrawal of his Proposal within the thirty calendar day period, or failure to enter into Contract and submit all the required bonds and insurance certificates within ten calendar days after they have received an County/Contractor Contract the Bidder shall be liable to the County for the full amount of the Bid Guarantee as representing the damage to the County on account of the default of the Bidder in any particular thereof. The Checks or Bid Bonds shall be returned to all bidders except the three lowest Bidders until after the County and the Accepted Bidder have executed the Contract and Bonds have been approved by the County. If the required Contract and Bonds have not been executed within thirty calendar days after the Bid Date, then the Check or Bid Bond of any Bidder will be returned upon their request, provided they have not been notified of the acceptance of their Proposal.

PART 8 - RECEIPT AND OPENING OF BIDS

8.1 RECEIPT AND OPENING

- A. Bids will be opened at the time and place provided by the County. The County or County's Agent whose duty it is to open the Proposals will decide when the specified time has arrived, and Proposals received after will not be considered. No responsibility will be attached to the County or any County's Agent for the premature opening of a Proposal not properly addressed and identified.

PART 9 - BID MODIFICATIONS

9.1 MODIFICATIONS

- A. Bid modifications will be accepted from Bidders provided the modification(s) is (are) clearly written, and signed and dated by an authorized agent of the Bidder, at the place where Proposals are to be received, and if received prior to the Bid Opening.

PART 10 - WITHDRAWAL OF BIDS

10.1 WITHDRAWAL

- A. Bids may be withdrawn on request received from Bidders prior to the time fixed for Bid opening. Negligence on the part of the Bidder in preparing their Proposal confers no right for the withdrawal of his Proposal after it has been opened.

PART 11 - AWARD OF CONTRACT

11.1 AWARD OF CONTRACT

- A. The Construction Contract will be awarded as soon as possible to the lowest responsible Bidder, provided their Proposal is reasonable and it is to the best interest of the County to accept it.

11.2 RIGHT TO WAIVER

- A. The County reserves the right to waive any informality in bids received when such waiver is in the best interest of the County.

11.3 FURTHER REQUESTS

- A. Each Bidder shall, if so requested by the County, present evidence of their experience, qualifications and ability to carry out the terms of the Contract, including a financial statement.

11.4 The Contractor shall purchase at their expense sets of Drawings and Project Manual and related Addenda as required for their use and furnish for the use of all the Subcontractors on the project upon award of the Contract.

PART 12 - REJECTION OF BIDS

12.1 REJECTION

- A. The County reserves the right to reject any and all Proposals when rejection is in the best interest of the County and to reject the Proposal of a Bidder who, in the opinion of the County, is not in a position to perform the Contract.

PART 13 - COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK

13.1 TIME OF COMPLETION

- A. Contractor shall execute the County/Contractor Contract within seven calendar days from date of receipt and return to the County for his execution. Submit required insurance certificates within seven calendar days from date of receipt of the executed County / Contractor Contract. Contractor shall begin work within seven calendar days from date of receipt of a Building Permit and Notice to Proceed issued by the appropriate authority.
- B. All work shall be Substantially Complete within 60 calendar days from date of Notice to Proceed and Finally Completed within 14 calendar days from the date the Project is declared Substantially Complete.
- C. Contractor shall maintain sufficient labor and supervision on the project site until items have been completed, including Architect's Substantial Completion Review Punch List. A Final Review with the Owner's Representative, Architect and Contractor will be scheduled upon completion of items on Architect's Punch List.

13.2 COMMENCEMENT

- A. At the Preconstruction Conference, the County shall make arrangements with the Contractor for the assignment of staging area to be used at the site for storage of materials, parking, etc. During the construction, the Contractor shall maintain the areas. The storage of materials for use in construction of this Contract shall not interfere with existing walkways, driveways, etc. Existing trees and landscaping shall be protected from injury.

PART 14 - SUBSTANTIAL COMPLETION

14.1 DEFINITION

- A. The term Substantial Completion shall mean that materials required by the Contract Documents are incorporated in the project, that labor has been performed and that the work is ready for review.

PART 15 - FINAL COMPLETION

15.1 FINAL REVIEW

- A. If, upon Final Review, more than ten items on the original Substantial Completion Review Punch Lists are found to be uncorrected, the Architect reserves the right to terminate the Final Review, until such time as items on the Punch Lists are completed.

PART 16 - LIQUIDATED DAMAGES

16.1 LIQUIDATED DAMAGES

- A. If project is not Substantially Completed, the Contractor shall pay to the County, as liquidated damages, two hundred dollars for each calendar day elapsing between the date for Substantial Completion and the date such Substantial Completion shall have been accomplished. If the project is not Finally Completed, the Contractor shall pay to the County, as liquidated damages, two hundred dollars per calendar day.
- B. Liquidated Damages shall be payable in addition to other excess expenses or costs payable by the Contractor to the County or Architect under the provisions of the General Conditions and Supplementary Conditions and shall not exclude the recovery of damages by the County under other provisions of the Contract Documents.
- C. The provision for Liquidated Damages for delay shall not affect the County's right to terminate the Contract and the County's exercise of the right to terminate shall not release the Contractor from his obligation to pay Liquidated Damages. Said Liquidated Damages shall be payable in addition to other expenses or costs payable by the Contractor and shall not exclude the recovery of damages by the County under other provisions of the Contract.

PART 17 - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

17.1 THE PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. The Performance Bond and Labor and Material Payment Bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the Bonds on behalf of the Surety had the authority to do so on the date of the Bonds.
- B. In the usual case the conferring of that authority has occurred prior to the date of the Bonds and the document showing the date of appointment and enumeration of the powers of the person executing the Bonds is accompanied by a certificate that the appointment and power have not been revoked and remain in effect. The date of the certifications cannot be earlier than the date of the Bonds. The Bonds shall be dated not earlier than the Contract. See General Conditions.
- C. The Bonds shall be executed in the same manner and by the same person who executed the Contract.

PART 18 - REQUIREMENTS FOR CERTIFICATES OF INSURANCE

18.1 RELATED REQUIREMENTS

- A. Refer to Supplementary Conditions for specific requirements.

PART 19 - BASIS FOR BIDDING

19.1 BASIS FOR BIDDING PRODUCTS (SHALL BE AS FOLLOWS:

- A. Products Specified by Reference Standards or by Description Only: Products meeting those standards or descriptions.
- B. Products Specified by Naming One or More Manufacturers with a Provision for Pre-Bid or Post-Bid Substitutions. See individual Sections for specific requirements.
- C. Products Specified by Naming Only One Manufacturer: No options, no substitutions allowed.

19.2 SUBSTITUTIONS

- A. Pre-Bid and Post-Bid Substitutions: Refer to Section 01 6000.

PART 20 - EXECUTION OF CONTRACT

20.1 SIGNATURES

- A. If the Contractor be an individual, the Contract shall be signed with his manual signature.
- B. If the Contractor be a firm or company owned by an individual, the Contract shall be executed in the name of the firm or company by the manual signature of the County.
- C. If the Contractor be a partnership, the Contract shall be executed in the name of the partnership by the manual signature of a partner or partners.
- D. If the Contractor be a corporation, the Contract shall be executed in the name of the corporation and shall bear the corporate seal. It may be signed for the corporation by the President and attested by the Secretary; if signed for the corporation by any officer other than the President, the signature of each officer signing shall be attested by the Secretary, and the executed Contract shall be accompanied by a duly authenticated document, bearing the seal of the corporation, quoting the section of the By-Laws of the corporation authorizing the Board of Directors to designate such officer, and a copy of the Resolution designating and authorizing him to execute on behalf of the corporation. That document must contain a statement that the authority is in effect on the date of execution of the Contract, and may not be dated earlier than the date of the execution of the Contract. The same officer may not execute the Contract and authenticate the document of authority.

PART 21 - INTENT

21.1 INTENT

- A. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work. The Contract Documents are complementary, and what is required by any one element of the Contract Documents shall be binding as if required by all. The Contractor shall be responsible for the construction and coordination of the parts, and all systems shall be completely compatible and fully functional without additional cost to the County.

PART 22 - PRECEDENCE

22.1 PRECEDENCE

- A. Supplementary General Conditions shall govern over the General Conditions; but neither the Supplementary General Conditions nor the General Conditions shall govern over the basic Owner/Contractor Contract. Addenda and Change Orders supersede only affected portions of the Construction Documents.
- B. Should any provision of the Florida Statutes or other State Regulations conflict with any of the General Conditions, the provisions of the State requirements shall govern; where there are no State requirements involved, the General Conditions shall govern.
- C. Should the Construction Documents (Drawings and Specifications) conflict on any point, the work shall be performed according to the Specifications, in-so-far as the quality of materials and workmanship is concerned; but the Drawings shall govern in-so-far as the form or extent of the work is concerned. Should an item be shown on the Drawings, but not specified, or specified but not shown on the Drawings, Contractor shall provide the item as "standard of the industry", or as specified insofar as quality is concerned.

- D. Should details and schedules shown on the Drawings conflict on any point, the schedules shall prevail. Large scale details shall prevail over small-scale details, plans or elevations. Figure dimensions shall prevail over scaled dimensions.

END OF SECTION

SECTION 00 4113

BID FORM

TO: COLUMBIA COUNTY, FLORIDA
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

PROJECT: 2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA

The undersigned Contractor, "Bidder", proposes to furnish all labor and materials for the construction of the above project, in accordance with the Contract Documents, as prepared by Kail Partners Architecture & Interiors for the following bid amounts:

BASE BID: _____ DOLLARS (\$ _____)

ALTERNATE BID 1: _____ DOLLARS (\$ _____)

The undersigned agrees that if this Proposal is accepted, construction of this project will begin within time specified after award of Contract, and shall be Finally Completed within the specified time as evidenced by my willingness to sign and execute a Contract so stating.

The Bidder does hereby agree, that this Proposal shall remain in full force and effect for a period of thirty calendar days after the time of the opening of this Proposal, and that the Bidder will not revoke nor cancel this Proposal or withdraw from the competition within said thirty calendar day period; that in the event the Contract is awarded to this Bidder, they will, within seven calendar days after it is received, enter into a written Contract with the County in accordance with the accepted bid, and give to the County a Performance Bond and Labor and Material Payment Bond, satisfactory to the County, in the amount of 100% of the Contract Sum; and that in the event of Bidder's default or breach of any said agreements.

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period:

ADDENDUM NO. _____ DATED: _____
ADDENDUM NO. _____ DATED: _____
ADDENDUM NO. _____ DATED: _____

In witness, the Bidder has set their signature and affixed his seal

this _____ day of _____, 20__.

(FIRM NAME)

(SEAL)

BY: _____
(Authorized Signature)

(Typed Name and Title)

Certificate Number and Type _____ as issued to

(Name of Holder Representing Firm) by the

State of Florida Construction Industry Licensing Board.

BID MODIFICATION FORM

(To be submitted in a sealed envelope marked "BID MODIFICATION" along with the proposal prior to Bid Opening. Use only if Bid Modification needed.)

ADD TO BASE BID: _____ DOLLARS (\$ _____)

DEDUCT FROM BASE BID: _____ DOLLARS (\$ _____)

ADD TO ALTERNATE 1 BID: _____ DOLLARS (\$ _____)

DEDUCT FROM ALTERNATE 1 BID: _____ DOLLARS (\$ _____)

BID BOND

STATE OF FLORIDA
COLUMBIA COUNTY

KNOW BY THESE PRESENTS: that _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, _____
(Here insert full name and address or legal title of Surety)

a corporation duly authorized under the laws of the State of Florida as Surety, hereinafter called Surety, are held and firmly bound unto COLUMBIA COUNTY, FLORIDA, as Obligee,

in the amount of _____ Dollars (\$_____), lawful money of the United States of America, to be paid to the County, for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

Whereas, the above bounded Principal contemplates submitting or has submitted a Proposal to the said County for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation for the construction of:

2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA

And whereas, it was a condition, precedent to the submission of said Proposal that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Proposal as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the said County, and furnish a Performance Bond and Labor and Material Payment Bond, in an amount equal to one hundred percent (100%) of the Contract Sum for the performance of said Contract within seven (7) calendar days after receipt of the County / Contractor Contract.

Now, therefore, the conditions of this obligation are such, that if the Proposal of the Principal herein be accepted and said Principal within time specified enters into a written Contract with said County, then this obligation shall be null and void; otherwise, the sum herein stated shall be due and payable to the County and Surety herein agrees to pay sum immediately upon demand of said County in good and lawful money of the United States of America as liquidated damages for failure thereof of said Principal.

SIGNED AND SEALED THIS ____ DAY OF _____, 20__ .

(Signature for Principal)

(Seal)

(Signature of Witness)

(Type Name & Title)

(Signature of Attorney-In-Fact)

(Seal)

(Signature of Witness)

(Type Name)

(Signature of Florida Resident Agent)

(Signature of Witness)

(Type Name)

Attorney-In-Fact who signs this Bond must file with it a certified copy of his Power of Attorney to sign said Bond.

END OF SECTION

SECTION 00 4300

PROCUREMENT FORM SUPPLEMENTS

Submit with the Bid, in a separate sealed envelope a list of "SUBCONTRACTORS, MANUFACTURES OR SUPPLIERS" indicated below:

FIRM NAME: _____

ADDRESS: _____

The undersigned, "Bidder" lists below the names and email addresses of the Subcontractors who will perform the portions of the work included in the project. Once approved by the County and Architect, Subcontractors listed cannot be changed without the approval of the County and Architect. The Contractor can only change a Subcontractor upon submittal of a statement from the Subcontractor who is withdrawing from the project, stating the reasons for withdrawing.

Subcontractors not meeting the requirements listed below may be cause for rejection of that Subcontractor. The undersigned declares that they have reviewed each Subcontractor listed and has evidence that each Subcontractor listed is currently and appropriately licensed in the State of Florida and maintains an organization capable, technically and financially, of performing the pertinent work.

If Contractor lists their company as a Subcontractor they shall meet all the above requirements, including licenses, occupational licenses and/or certifications for each trade for which they are listed.

Subsequent to execution of Contract, Contractor will be required to submit copies of all Subcontractors' occupational licenses and evidence of compliance with the above requirements.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

IN WITNESS, the Bidder has set his signature and affixed his seal
this ____ day of _____, 20__.

(FIRM NAME) (SEAL)

(Type Name and Title)

By: (Authorized Signature)

END OF SECTION

SECTION 00 5214
AGREEMENT FORM

GENERAL CONDITIONS

ARTICLE 1.00

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- (a) The executed Agreement between County and Contractor
- (b) Conditions of the Contract (General, Supplementary, and Special Conditions) and Attachments
- (c) Performance Bond
- (d) Labor and Material Payment Bond
- (e) Drawings and/or Project Manual
- (f) Addenda issued prior to execution of the Contract
- (g) Modifications issued after execution of the Contract

1.1.2 THE CONTRACT

The contract shall be executed on Attachment One to these General Conditions, titled Agreement between County and Contractor. The Contract Documents form the Contract. The Contract represents the integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral, and including the bidding documents. The Contract may be amended or modified only by a Modification.

1.1.3 THE PROJECT

The Project is the construction to be built or renovated as designed by the Architect.

1.1.4 THE WORK

The work is defined as all labor, materials and equipment to be incorporated into the project under the terms of this contract.

1.1.5 MODIFICATION TO THE CONTRACT

A Modification may be made only after execution of the Contract, and is one of the following:

- (a) A written Amendment to the Contract signed by both parties;
- (b) An executed Change Order;
- (c) A written interpretation issued by the Architect pursuant to the General Conditions;
- (d) A written Field Order for a minor change in the work and issued by the Architect pursuant to the General Conditions.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Agreement shall be signed by the County and Contractor for distribution to the County, Contractor and Architect.

1.2.2 By executing the Contract, the Contractor agrees that they have examined the Contract Documents together with the site of the proposed work as well as its surrounding territory, that they are informed regarding the conditions affecting the work to be done and the labor and materials to be furnished for the completion of the work.

1.2.3 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The intention is to include all labor, materials, supplies, equipment and tools necessary for the proper execution and completion of the work. It is not intended that work not covered under any heading, section, or division of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used in accordance with such recognized meanings.

1.2.4 Drawings and Specifications are intended to be complementary and to provide for a complete work.

The Contractor acknowledges that the Contract consideration includes sufficient monetary allowances to make the work complete and operational and in compliance with good practice and agrees that inadvertent minor discrepancies or the failure to show details or to repeat on any part of the Contract Documents, the figures or notes given on another, shall not be the cause of additional charges or claims.

Where contradictions occur within the Specifications or the Drawings, with regard to the quantity, quality or method of installation of a particular item, the Contractor shall include in his bid the cost for furnishing the more expensive item or installation of the greater quantity.

The following shall be given preference in the order set forth to determine what work the Contractor is to perform: 1) Addenda (later dates to take precedence over earlier dates), 2) Modifications, 3) Agreement, 4) Specifications, 5) Schedules, 6) Large Scale Detail Drawings, 7) Small Scale Plan and Section Drawings.

Dimensioned Drawings shall govern over scaled drawings.

Existing conditions, including dimensions, shall be verified by the Contractor before laying out the work.

1.2.5 Much of these specifications are written in an abbreviated form and may include sentence fragments. Omissions of words or phrases as "the Contractor shall", "in conformity with", "shall be", "as noted on the Drawings", "according to the plans", "a", "an", "the", and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.6 Where such words as "as shown", "as indicated", "as noted", or words of similar import are used, they shall refer to the Drawings. Where references are made to "sections" and "divisions" it shall mean sections and divisions of the Specifications unless otherwise stated. Where such words as "as selected", "as approved", "acceptable" or "approved" occur, they shall have reference to the selection and approval of the Architect unless otherwise stated. Where sentences contain verbs such as "provide", "install", and "furnish", they shall mean that the Contractor shall "furnish and install or cause to be furnished and installed" complete, the material or item specified, excepting those materials indicated to be County furnished and Contractor installed.

- 1.2.7 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among the Subcontractors or in establishing the extent of work to be performed by any trade.
- 1.2.8 Written interpretations necessary for the proper execution of progress of the work, in the form of Drawings or other format, shall be issued with reasonable promptness by the Architect for such interpretations. Such interpretations shall be consistent with and reasonably inferable from the Contract Documents and shall be rendered by the Architect.

1.3 COPIES FURNISHED AND OWNERSHIP

- 1.3.1 The Contractor shall furnish copies of Drawings and Specifications to Subcontractors as provided in the Supplementary Conditions.
- 1.3.2 Drawings, Specifications and copies of are, and shall remain, the County's property. They are not to be used on any other project, and, with the exception of one contract set for each party to the Contract, are to be returned to the County on request at the completion of the work.

ARTICLE 2.00

ARCHITECT

2.1 DEFINITIONS

2.1.1 The Architect shall be the firm of Kail Partners Architecture & Interiors, and shall act as defined below either directly or through duly authorized personnel.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide general Administration of the Construction Contract.

2.2.2 The Architect will be the County's representative during construction and until final payment. The Architect will have authority to act on behalf of the County as County's representative to the extent provided in the Contract Documents. The Architect will advise and consult with the County and County's instructions to the Contractor shall be issued through the Architect.

2.2.3 The Architect and the County shall at all times have access to the work wherever it is in preparation and progress.

2.2.4 The Architect shall provide on-site reviews to check the quality and progress of the work and to determine in general if the work is being installed in accordance with the Contract Documents.

On the basis of on-site reviews, the Architect shall keep the County informed on the progress of the work and will endeavor to protect him against defects and deficiencies in the work of the Contractor.

The Architect will not be responsible for construction means, methods, techniques, sequences or procedures of construction, or safety precautions and programs in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

2.2.5 Based on on-site reviews and the Contractor's Application for Payment, the Architect will review the amounts owing to the Contractor and will sign Certificates for Payment in amounts consistent with the approved Schedule of Values.

The Architect shall review that the work installed is in conformance with the construction documents.

The Architect shall certify on each application for payment that such payment is due before payment is made.

Such certification by the Architect does not in any way relieve the Contractor of their final responsibility for conformity with the Contract Documents.

2.2.6 The Architect will be the interpreter of the requirements of the Contract Documents and review the performance of the Contractor. The Architect will provide such interpretations as necessary for the proper execution and progress of the work.

2.2.7 Claims, disputes and other matters in question relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Architect and the County for a decision.

2.2.8 Interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents.

- 2.2.9 Claims, disputes or other matters that has been referred to the Architect, except those waived by the making or acceptance of final payment, shall be subject to arbitration upon the written demand of any party. However, no demand for arbitration of any such claim, dispute or other matter may be made until the earlier of:
- (a) the date on which a decision has been rendered, or,
 - (b) the tenth day after the parties have presented their evidence to the Architect or have been given a reasonable opportunity to do so, if no decision has been rendered by that date.
- 2.2.10 If a decision is made and states that it is final but subject to appeal, no demand for arbitration of a claim, dispute or other matter covered by such decision may be made later than thirty days after the date on which the party making the demand received the decision. The failure to demand arbitration within said thirty days period will result in the Architect's decision becoming final and binding upon the Contractor. If a decision is rendered after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede any arbitration proceedings unless the decision is acceptable to the parties concerned.
- 2.2.11 The Architect will have authority to reject work which does not conform to the Contract Documents or has been damaged prior to approval of final payment. Whenever, in reasonable opinion, Architect considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, Architect will have authority to require special inspection or testing of the work, whether or not such work then be fabricated, installed or completed. However, neither authority to act under this Subparagraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the work.
- 2.2.13 The Architect will review shop drawings and samples as provided.
- 2.2.14 The Architect will prepare change orders with Contractors back-up paperwork.
- 2.2.15 The Architect will conduct reviews to determine the dates of Substantial Completion and Final Completion and will receive and review guarantees and related documents required by the Contract and assembled by the Contractor and will recommend a Final Certificate of Payment to the County.
- 2.2.16 The duties, responsibilities and limitation of authority of the Architect as the County's representative during construction will not be modified or extended without written consent of the County, Contractor and Architect.
- 2.2.17 The Architect will not be responsible for the acts or omissions of the Contractor, any Subcontractors or any of their agents or employees or any other persons at the site or otherwise performing of the work.

ARTICLE 3.00
OWNER / COUNTY

3.1 DEFINITION

3.1.1 The Owner is Columbia County, Florida. The term Owner means the County or their authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The County, through the Architect, shall furnish surveys describing the physical characteristics, subsurface conditions, legal limits and utility locations for the site of the project including investigative reports, all of which have been relied upon by the Architect in preparing Drawings and Specifications, where applicable.

3.2.2 Should conditions encountered below the surface of the ground vary to an unreasonable extent from the conditions indicated by the Drawings and Specifications, the Architect shall be notified by the Contractor and instructions shall have been received from the Architect prior to the Contractor's proceeding with the work involved. Core boring data, including ground-water elevations or conditions, if shown on the Drawings or attached to these Specifications, are presented only as information that is available indicating certain conditions found and limited to the exact locations shown. Neither the County nor the Architect shall be responsible for variations found to exist between the data referred to and actual field conditions that develop through the period of construction. The Contractor shall be responsible for making their own determination of water table variations prior to bidding and shall not assume that any water levels shown by the core boring data will necessarily be maintained at the level indicated.

3.2.3 The County shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

3.2.4 Information or services under the County's control shall be furnished by the County to avoid delay in the orderly progress of the work.

3.2.5 The County shall issue all instructions to the Contractor through the Architect.

3.2.6 The foregoing are in addition to other duties and responsibilities of the County enumerated herein and especially those in respect to Payment and Insurance.

3.3 COUNTY'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective work, or has significant safety violations, or persistently fails to supply materials or equipment in accordance with the Contract Documents, the County may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will not be entitled to a time extension of the contract completion time in the event the County exercises his rights under this paragraph.

3.4

COUNTY'S RIGHT TO CARRY OUT THE WORK

3.4.1

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the County may, after a notice of seven days to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments due the Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

ARTICLE 4.00

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Agreement. The term Contractor means the Contractor or their authorized representative who is licensed to do business by the State of Florida.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall review and compare the Contract Documents and shall at once report to the Architect errors, inconsistencies or omissions they may discover. The Contractor shall not be liable to the County or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents provided they are reported as outlined above. The Contractor shall not work without Contract Documents.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct their work. They shall be responsible for construction means, methods, techniques, sequences and procedures and for coordinating portions of the work under the Contract.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work.

4.5 WARRANTY

4.5.1 The Contractor warrants to the County and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformity with the Contract Documents. All work not so conforming to these standards at the time of acceptance or at the time of inspections, tests or approvals, shall be considered defective. If requested by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

4.6 TAXES

4.6.1 The Contractor shall pay sales, consumer, use and other similar taxes required by law.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor shall secure and pay for permits, governmental fees and licenses necessary for the proper execution and completion of the work, which are applicable at the time the bids are received. Contractor shall submit a current copy of Professional License(s) with executed contract.

4.7.2 The Contractor shall give notices and comply with laws, ordinances, rules, regulations and order of public authority bearing on the performance of the work. If the Contractor observes that the Contract Documents are at variance, they shall promptly notify the Architect and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect they shall assume full responsibility and shall bear costs attributed to.

4.7.3 Contractor shall hold harmless the County and Architect against any claim or liability arising from or based upon the violation of law, ordinance or regulation, whether by their company, employees or any subcontractor.

4.8 ALLOWANCES

4.8.1 No allowances are specified in the project.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The Superintendent shall be satisfactory to the Architect and shall not be changed except with the consent of the County, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in their employ. The Superintendent shall represent the Contractor and communications given to the Superintendent shall be as binding as if given to the Contractor.

4.10 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

4.10.1 The Contractor shall be responsible to the County for the acts and omissions of their employees and Subcontractors, their agents and employees, and Sub-subcontractors, their agents and employees, and other persons performing any of the work under a contract with the Contractor.

4.10.2 The Contractor shall not employ on the work any unfit person or anyone not skilled in the task assigned to him. The County may require the removal of disorderly employees.

4.10.3 There shall be no alcohol, firearms or drugs allowed on the job site. No unprofessional interaction with public or staff will be allowed.

4.11 PROGRESS SCHEDULE

4.11.1 The Contractor, after being awarded the Contract, shall prepare and submit for the Architect's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Architect's approval.

4.11.2 Within five working days after the commencement of any condition which is causing or may cause delay in completion, the Contractor must notify the Architect and the County of the effect, if any, of such conditions on the time progress schedule, and must state why and in what respects, if any, the condition is causing or may cause such delay.

4.12 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.12.1 One set of Drawings, marked to record all changes made during construction, shall be delivered to the Architect for the County upon completion of the work.

4.13 SHOP DRAWINGS AND SAMPLES

- 4.13.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.
- 4.13.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be reviewed.
- 4.13.3 The Contractor shall furnish to the Architect a schedule of shop drawings and samples to be submitted for review. This schedule shall indicate an estimated total number of drawings and samples and a timed sequence for their submission and approval. When approved by the Architect this shop drawing schedule shall be incorporated into the overall schedule.
- 4.13.4 The Contractor shall review, stamp with his approval and submit in accordance with the above schedules, Shop Drawings and Samples required by the Contract Documents. Shop Drawings and Samples shall be identified in a manner acceptable to the Architect. At the time of submission the Contractor shall inform the Architect in writing of any deviation in the Shop Drawings or Samples from the requirement of the Contract Documents.
- 4.13.5 The Contractor shall submit to the Architect electronic copies (PDF format) of all Shop Drawings required for the work of the various trades.
- Shop Drawings will be annotated as appropriate by the Architect and returned to the Contractor with appropriate review indicated.
- 4.13.6 By approving and submitting Shop Drawings and Samples, the Contractor thereby agrees that they have determined and verified field measurements, field construction criteria, materials, catalog numbers and similar data, and have checked and coordinated each Shop Drawing and Sample with the requirements of the work and of the Contract Documents.
- In checking Shop Drawings prior to submittal, the Contractor is requested to note corrections or comments on the Drawings.
- 4.13.7 The Architect will review and approve Shop Drawings and Samples with reasonable promptness, but only for conformity with the design concept of the project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.
- 4.13.8 Drawings returned to the Contractor will be stamped either: "NO EXCEPTIONS TAKEN", "EXCEPTIONS AS NOTED", "REVISE AND RESUBMIT" OR "REJECTED". Those drawings stamped "EXCEPTIONS AS NOTED" need not be returned for further approval if the notations are acceptable to the Contractor and Subcontractors. Drawings stamped "REVISE AND RESUBMIT" or "REJECTED" shall require new submission.
- 4.13.9 The Contractor shall make corrections provided by the Architect and shall resubmit the corrected copies of Shop Drawings or submit new samples until approved. The Contractor shall direct attention to revisions other than the corrections requested by the Architect on previous submissions.
- 4.13.10 Appropriate and specific catalogue cuts may be submitted for approval by the Contractor where applicable.
- 4.13.11 The Architect's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect of such deviation at the submission and the Architect has given approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

4.13.12 No portion of the work requiring a Shop Drawing or sample submission shall commence until the submission has been approved.

4.14 USE OF SITE

4.14.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14.2 The Contractor shall be responsible for any encroachments on rights or property of the public or adjoining property owners and shall hold the County and Architect harmless because of any encroachments which may be a result of his lack of proper layout. In this regard they shall, without extra cost to the County, remove any work or that portion of any work that encroaches on the property of others, or that is built beyond legal building or setback limits, and rebuild the affected work or portion of work at the proper location and in full compliance with the Contract Documents.

4.14.3 Contractor will coordinate at least 48 hours in advance any utility or access interruption that will impact other buildings or portions of that building in use.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his work except as otherwise specifically provided in the Contract Documents. The Contractor shall not endanger any work of any other contractors by cutting, excavating or otherwise altering any work and shall not cut or alter the work of any other contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward communications to the County through the Architect.

4.17 INDEMNIFICATION

4.17.1 To the full extent permitted by law, the Contractor shall indemnify and hold harmless the County and the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person.

4.17.2 In any and all claims against the County's or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.17.3 The obligations of the Contractor shall not extend to the liability of the Architect, their Agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, their Agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

4.18 CLEANING UP

4.18.1 The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by work. At the completion of the work, Contractor shall remove waste materials and rubbish from and about the project as well as tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work clean.

4.18.2 If the Contractor fails to clean up, the County may do so and the cost of shall be charged to the Contractor.

4.18.3 If a dispute arises between the separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost of to the several contractors as the County may determine to be just.

ARTICLE 5.00
SUBCONTRACTORS

5.1 DEFINITION

- 5.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform work at the site. The term Subcontractor means a Subcontractor or their authorized representative who is licensed to do business by the laws of the State of Florida. It shall be the Contractor's responsibility to provide the current license number of each Subcontractor and to confirm their license is still valid.
- 5.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform work at the site. The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof who is licensed to do business by the law of the place where the project is located.
- 5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the County or the Architect and any Subcontractor or Sub-subcontractor.
- 5.1.4 The County retains the right and privilege to reject any Subcontractor or Sub-subcontractor and further retains the right and privilege to approve any and all Subcontractors or Sub-subcontractors.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 The Supplementary Conditions include a requirement for the identification of specified Subcontractors.
- 5.2.2 The Contractor shall not make a substitution for Subcontractor or person or organization that has been accepted by the County and the Architect, unless the substitution is acceptable to the County and the Architect.

5.3 SUBCONTRACTUAL RELATIONS

- 5.3.1 Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractor and Sub-subcontractors) which shall contain provisions that
 - 5.3.1.1 Preserve and protect the rights of the County and the Architect under the Contract with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
 - 5.3.1.2 Require that such work be performed in accordance with the requirements of the Contract Documents;
 - 5.3.1.3 Required submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment.
 - 5.3.1.4 Required that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the work shall be submitted to the Contractor in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;

- 5.3.1.5 Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee and
- 5.3.1.6 Obligate each Subcontractor specifically to consent to the provisions.
- 5.3.1.7 When the Contractor receives payment from the County for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor for the project, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, and suppliers, less the value of any item contested in accordance with the Contract, within ten days after the Contractor's receipt of payment from the County. When the payment due the subcontractor is for final payment, including retainage, the subcontractor must include with the invoice for final payment a conditional release of lien and all appropriate warranties and closeout documentation. When the subcontractor receives payment from the Contractor for labor, services, or materials furnished by subcontractors and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the Contract, within ten days after the subcontractor's receipt of payment. This provision shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the County and a Subcontractor or Sub-subcontractor, between the County and Architect or between any persons or entities other than the County and Contractor.

5.4 PAYMENT TO SUBCONTRACTORS

- 5.4.1 The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payment to the Contractor. The Contractor shall also require each Subcontractor to make similar payment to their Sub-subcontractors.
- 5.4.2 If the Architect fails to issue a Certificate for Payment for cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, after the Certificate for Payment should otherwise have been issued, for their work to the extent completed, less the retained percentage.
- 5.4.3 The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor, and require each Subcontractor to make similar payment to his Sub-subcontractors.
- 5.4.4 The Architect may, on request and at his discretion, furnish to Subcontractor information regarding percentage of completion certified to the Contractor on account of work done by such Subcontractors.
- 5.4.5 Neither the County nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

ARTICLE 6.00

SEPARATE CONTRACTS

6.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

- 6.1.1 Prior to and during the progress of the work, the County reserves the right to award other contracts relating to the project or in connection with other work within the boundaries of the project.
- 6.1.2 When separate contracts are awarded for different portions of the project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 6.2.1 The County shall coordinate the work of the Contractor with that of other Contractors on the site. The Contractor shall cooperate with the County in this activity and shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate their work with theirs.
- 6.2.2 If the project will be constructed using phased design and construction methods, the work of the Contractor will depend upon proper execution and results of the work of another Contractor.

The Contractor shall inspect and promptly report apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper to receive their work, except as to defects which may develop in the other separate Contractor's work after the execution of the Contractor's work.

- 6.2.3 Should the Contractor cause damage to the work or property of any separate Contractor on the project, the Contractor shall settle with such other Contractor by agreement or mediation, if they will so settle. If such separate Contractor sues the County or initiates mediation, proceeding on account of damage alleged to have been so sustained, the County shall notify the Contractor who shall defend such proceedings, and if judgment or award against the County arises, the Contractor shall pay or satisfy it and shall reimburse the County for attorney's fees and court or mediation costs which the County has incurred.

ARTICLE 7.00

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of Florida and all local ordinances and codes, and exclusive venue shall be Columbia County, Florida.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The County and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the consent of the other, nor shall the Contractor assign any monies due or to become due to them without the previous written consent of the County.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to them who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of an act or omission of the other party or of their employees, agents or others for whose acts they are legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 Performance Bond and Labor and Material Payment Bond, in the penal sum of not less than 100 percent of the Contract amount, with a Surety Company rated A - or better by AM Best and licensed to conduct business in the State of Florida, will be required of the Contractor, guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed; and that the Contractor will promptly make payment to all persons supplying them labor, materials, supplies and services used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract. The Bonds, along with the appropriate power of attorney, shall be delivered to the County simultaneously with Contractor's execution of the Agreement. The Bonds shall be satisfactory to the County and shall extend as a Guarantee Bond for one year after acceptance of the project.

7.5.2 In the event that Surety Company becomes bankrupt, insolvent or unsatisfactory to the County, the Contractor shall substitute additional or new Bonds in the same or lesser penal sum, satisfactory to the County and to be conditioned as above required. Upon the Contractor's failure to furnish such additional or new Bonds within five days from the date of written notice to do so, all payments under this Contract shall be withheld until such additional Bonds are furnished.

7.5.3 The Bonds required in Paragraphs 7.5.1 and 7.5.2 shall be executed on the form shown as Attachment 5 and Attachment 6 to these documents, and, prior to delivery to the County, shall be recorded in the public records of the county where the work is to be performed.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor shall pay royalties and license fees. They shall defend suits or claims for infringement of patent rights and shall hold the County harmless from loss on account of, except that the County shall be responsible for such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, they shall be responsible for such loss unless they promptly gives such information to the County.

7.8 TESTS

7.8.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of public authority having jurisdiction require work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing or approval. The Contractor shall bear costs of such inspections, tests, and approvals unless otherwise provided.

7.8.2 If after the commencement of the work, the Architect determines that work requires special inspection, testing or approval, they will, upon authorization from the County, instruct the Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents or with respect to the performance of the work, with laws, ordinances, rules, regulations or orders of public authority having jurisdiction, the Contractor shall bear costs of, including the Architect's additional services made necessary by such failure; otherwise the County shall bear such costs.

7.8.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and submitted.

7.8.4 Neither the observations of the Architect in their administration of the Construction Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the Contract Documents.

7.9 ARBITRATION

7.9.1 The parties agree that controversies between the County and the Contractor arising out of or relating to this agreement or breach of shall not be subject to arbitration, but may be submitted to mediation or a court of competent jurisdiction in Columbia County, Florida.

7.10 EQUALITY AND SUBSTITUTIONS

7.10.1 In general, the preparation of the Drawings and Specifications has been based upon sizes, loads, and requirements of specific items of materials or equipment and, as such, it is the basis of bidding. Therefore, all substitutions must be in accordance with the following provision:

7.10.2 The Contractor may make substitutions only with the consent of the County, after evaluation by the Architect and recommendation for approval, and in accordance with a Change Order, if required.

7.11 PRECONSTRUCTION CONFERENCE

7.11.1 Before starting construction work on the project, a conference may be held at a place as designated for the purpose of verifying general procedures, expediting and handling of Shop Drawings and Schedules and to establish a working understanding between the parties concerned with this project. Present at the conference shall be a responsible representative of the Contractor and representatives of the Architect and County. If Contractor so desires, they may have present with them representatives of major subcontractors. The date and time of the conference shall be agreed upon by the County, Contractor and Architect.

7.12 REFERENCED SPECIFICATIONS AND DOCUMENTS

7.12.1 Documents, materials, systems or operations specified by reference shall be provided in compliance with the requirements of the specified reference, except as modified by the requirements of the Contract Documents. Unless a particular edition is called for, the reference used shall be the latest published edition on the date of the project Specifications.

7.12.2 In case of conflict between references and the project Specifications, the project Specifications shall govern. In case of conflict between references, the references having the more stringent requirement shall govern.

ARTICLE 8.00

TIME

8.1 DEFINITIONS

- 8.1.1 The Contract Time is the period of time allotted in the Contract Documents, Refer to Section 00 2113 for completion of the work.
- 8.1.2 The date of commencement of work is the date established in the Notice to Proceed.
- 8.1.2.1 If there is no Notice to Proceed, commencement of the work shall be the date of the Agreement.
- 8.1.3 The date of Substantial Completion of the work is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the work for the use for which it is intended.
- 8.1.4 The term day as used in the Contract Documents shall mean calendar day.

8.2 PROGRESS AND COMPLETION

- 8.2.1 Time is of the essence.
- 8.2.2 The Contractor shall begin the work on the date of commencement and shall carry the work forward expeditiously with adequate forces and shall complete it within the Contract Time.

8.3 DAMAGES FOR DELAY

- 8.3.1 Where the Architect and the Contractor cannot agree that the delay in the prosecution of the work is justified, liquidated damages will be assessed.
- 8.3.2 If the project is not Substantially Completed in accordance with the provisions of the Contract Documents, the Contractor shall pay to the County as liquidated damages, two hundred dollars for each calendar day elapsing between the date fixed for substantial completion shall have been fully accomplished.
- It is also hereby agreed that if the project is not Finally Completed, in accordance with the requirements of the Contract Documents, the Contractor shall pay to the County as liquidated damages, two hundred dollars for each calendar day elapsing between the date fixed final completion and the date such final completion shall have been fully accomplished.
- 8.3.3 Said Liquidated Damages shall be payable in addition to any excess expenses or costs payable by the Contractor to the County under the provisions of the General Conditions, and shall not exclude the recovery of damages by the Owner under other provisions of the Contract Documents.
- 8.3.4 The provision for Liquidated Damages for delay shall not affect the County's right to terminate the Contract as provided in the General Conditions, and the County's exercise of the right to terminate shall not release the Contractor from their obligation to pay Liquidated Damages in the amounts stipulated. Liquidated Damages shall be payable in addition to any excess expenses or costs payable by the Contractor as set fourth in the General Conditions, and shall not exclude the recovery of damages by the County under other provisions of the Contract, except for Contractor's delays.

ARTICLE 9.00

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and is the total amount payable by the County to the Contractor for the performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 The Contractor shall submit to the Architect a schedule of values of the various portions of the work, including quantities aggregating the total Contract Sum, divided so as to facilitate payments to Subcontractors in accordance with Schedule of Values and work in place, as the Architect and the Contractor may agree upon, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when approved by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 PROGRESS PAYMENTS

9.3.1 Not less than thirty days after the previous application, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment in the General Conditions.

9.3.2 At the discretion of the County, payment will be made on account of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at some other location agreed upon. Such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the County to establish the County's title to such materials and equipment or otherwise protect the County's interest including applicable insurance and transportation to the site.

9.3.3 The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, will pass to the County upon receipt of such payment by the Contractor, free and clear of all liens, claims, security interest or encumbrances, "Liens"; 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 in or an encumbrance on is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 If the Contractor has made Application for Payment, the Architect will issue the Certificates for Payment to the Owner, for such amount as they determine to be properly due, or state reasons for withholding a Certificate.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the County, based on the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. In addition, the final Certificate for Payment will constitute a further representation the conditions precedent to the Contractor's being entitled to final payment have been fulfilled. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that they have made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

- 9.4.3 After the Architect has issued a Certificate for Payment, the County shall make payment in the manner provided in the Agreement.
- 9.4.4 No certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the project by the County, shall constitute an acceptance of work not in accordance with the Contract Documents.

9.5 PAYMENTS WITHHELD

- 9.5.1 The Architect may decline to approve an Application for Payment and may hold their Certificate in whole or in part, to the extent necessary to reasonably protect the County. The Architect may also decline to approve Applications for Payment, because of subsequently discovered evidence or subsequent reviews, they may nullify the whole or part of a Certificate for Payment previously issued, to such extent as may be necessary in their opinion to protect the County from loss because of:
- 9.5.1.1 Defective work not remedied or completed work that has been damaged requiring correction or replacement,
- 9.5.1.2 Third party claims have been filed or there is reasonable cause to believe such will be filed,
- 9.5.1.3 Reasonable evidence of the failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment,
- 9.5.1.4 Reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum,
- 9.5.1.5 Damage to another contractor,
- 9.5.1.6 Reasonable indication that the work will not be completed within the Contract Time, or
- 9.5.1.7 Unsatisfactory prosecution of the work including failure to furnish acceptable submittals and adhere to the provision of the Special Conditions appended to.
- 9.5.2 When the above grounds are removed, payment shall be made for amounts withheld because of them.

9.6 SUBSTANTIAL COMPLETION

- 9.6.1 When the Contractor determines that the work is substantially complete, the Contractor shall give notice of such to the Architect. When the Architect determines that the work is substantially complete, they will then prepare a Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their acceptance of the responsibilities assigned to them in such certificate.
- 9.6.2 The Contractor shall cooperate with the County if it is the County's desire to occupy a substantially completed structure or portion of a structure. When such occupancy takes place the applicable warranty periods for the occupied portion shall be as provided in the Certificate of Substantial Completion.
- 9.6.3 The assessment of liquidated damages shall terminate on the date of Substantial Completion, or Final Completion, as applicable.

9.7 FINAL PAYMENT

9.7.1 Upon receipt of notice from the Contractor that the work is complete and ready for final inspection, the Architect will make a final review and will notify the Contractor of particulars in which this review reveals the work to be incomplete or defective. The Contractor shall take such measures as are necessary to remedy such deficiencies.

9.7.2 After the Contractor has corrected deficiencies and delivered Maintenance and Operating Instructions, Record Drawings, Guarantees, Bonds, Certificates of Inspection and other documents as required by the Contract Documents, they may make Application for Final Payment following the procedure for progress payments. The Application for Final Payment shall be accompanied, in addition to the supporting data and schedules submitted with progress payments, by submittals as follows: (a) Certificate of Completion of the Punch List, signed by the County's Representative; (b) An Affidavit, sufficient to establish compliance with the provisions that lienors have been paid in full; (c) If required by the County, other data establishing payment or satisfaction of obligations, such as receipts, releases, and waivers of liens arising out of the Contract to the extent and in such form as designated by the County.

If Subcontractors, fabricators or suppliers fail to furnish a release or waiver in full, the Contractor shall furnish a Bond or other collateral satisfactory to the County to indemnify them against lien. If lien remains unsatisfied after payments are made, the Contractor shall refund to the County monies that the latter may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

9.7.3 If the Architect is satisfied that the Work has been completed and the Contractor has fulfilled his obligations under the Contract Documents, they will issue a final Certificate of Payment to the County. Otherwise they will return the application to the Contractor, indicating reasons for not approving final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The County will within thirty days after receipt of an approved final Certificate of Payment from the Architect pay the Contractor the full amount of the Contract Sum, less the aggregate of all previous payments and any assessment of liquidated damages.

9.7.4 The making of final payment shall constitute a waiver of claims by the County except those arising from:

9.7.4.1 Unsettled claims,

9.7.4.2 Faulty or defective work,

9.7.4.3 Failure of the work to comply with the requirements of the Contract Documents, or

9.7.4.4 Terms of any special guarantees required by the Contract Documents.

9.7.5 The acceptance of final payment shall constitute a waiver of claims by the Contractor except those previously made and still unsettled.

9.8 MISCELLANEOUS PROVISIONS

9.8.1 Unless otherwise provided or agreed upon, the amount certified for payment on each certificate, except the final payment certificate, shall be ninety percent (90%) of the amount approved less previous amounts certified for payment.

9.8.2 Certificate for Payment shall be on the prescribed form as provided in Attachment Two.

9.8.3 The Contractor shall execute and submit the Contractor's Affidavit to Owner on Attachment Three to these General Conditions.

ARTICLE 10.00

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the work. County shall have the right to stop work on the project until Contractor corrects noted safety issues. Contractor shall absorb cost associated with this work stoppage.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take precautions for the safety of, and shall provide protection to prevent damage, injury or loss to:

10.2.1.1 Employees on the work and other persons who may be affected thereby;

10.2.1.2 The work and materials and equipment to be incorporated, whether in storage on or off the site, under the care, custody or control of the Contractor or of their Subcontractors or Sub-subcontractors and;

10.2.1.3 Other property at the site or adjacent to including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with applicable laws, ordinances, rules, regulations and lawful orders of public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. They shall erect and maintain as required by existing conditions and progress of the work, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying County and users of adjacent utilities.

10.2.3 When the use or storage of hazardous materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.4 Damage or loss to property caused in whole or in part by the Contractor, Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable, shall be remedied by the Contractor.

10.2.5 The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor to the County and Architect.

10.2.6 The Contractor shall not load or permit parts of the work to be loaded so as to endanger its safety.

10.2.7 Contractors and Subcontractors will comply with County's Security program(s) and ensure enforcement of same or similar program.

10.2.8 Trench Safety Act.

10.3**EMERGENCIES**

10.3.1

In an emergency affecting the safety of persons or property, the Contractor or County shall act, at their discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined.

ARTICLE 11.00

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE (See Supplementary Conditions.)

11.2 PROPERTY INSURANCE (See Supplementary Conditions.)

ARTICLE 12.00

CHANGES IN THE WORK

12.1 CHANGE ORDERS

- 12.1.1 The County may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. Such changes in the work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.
- 12.1.2 A Change Order is a written order to the Contractor signed by the County and the Architect, issued after the execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum or the Contract Time. A Change Order will also be signed by the Contractor if they agree to the adjustment on the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.
- 12.1.3 The cost or credit to the County resulting from a change in the work shall be determined in one or more of the following ways:
- 12.1.3.1 By mutual acceptance of a lump sum properly itemized;
- 12.1.3.2 By unit prices stated in the Contract Documents or subsequently agreed upon; or
- 12.1.3.3 By cost and a mutually acceptable fixed or percentage fee.
- 12.1.4 If none of the methods set forth are agreed upon and the County and Architect deem it necessary that the added work in question be performed without delay, the Contractor shall promptly proceed with the added work in question. The cost of such work shall then be determined by the Architect on the basis of the Contractor's reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present in such form as the Architect may request, an itemized accounting together with appropriate supporting data. Pending final determination of cost to the County, payments on account shall be made on Certificate for Payment approved by the Architect. The amount of credit to be allowed by the Contractor to the County for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease as confirmed by the Architect. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net amount, if any. Change Orders extending Contract Time for completion will not automatically entitle the Contractor to increased costs for overhead during the extended period unless specifically allowed in the Change Order.
- 12.1.5 If the Architect, the County and the Contractor agree that the unit costs set forth in the Contract Documents are not applicable to the quantities of added work in question, they shall not be utilized.
- 12.1.6 If the Contractor claims that additional cost is involved because of interpretation issued, order by the County to stop the work where the Contractor was not at fault, or order for a minor change in the work, the Contractor shall make such claim.

- 12.1.7 When the amount of cost or credit is to be based on mutual acceptance of a lump sum, whether such an amount is an extra, a credit, or no-change-in-contract price, the Contractor shall submit a change order estimate on forms furnished by the County which shall be substantiated by a complete itemized breakdown (including breakdowns from each Subcontractor on the same form) showing direct costs for the change or changes in the work. The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost when the amount of cost is to be based on actual direct cost plus overhead and profit. The Contractor shall submit receipts or other evidence as the Architect may direct, showing actual direct costs and their right to the payment claimed.
- 12.1.8 The following factors shall be applicable to methods of arriving at extra or credit for Change Orders except where unit prices are stated in the Contract Documents:
- 12.1.8.1 For work done by their own organization, the Contractor may add ten percent of their net increase in direct costs for combined overhead and profit;
- 12.1.8.2 For work done by Subcontract, the respective Subcontractors may add ten percent of their net increase in direct costs for combined overhead and profit and the Contractor may then add five percent of the above Subcontractor's total for his overhead and profit;
- 12.1.8.3 Where changes involve the Contractor and one or more Subcontractors, the breakdown shall itemize the above percentages separately, by use of individual change order estimate forms;
- 12.1.8.4 Overhead and profit percentages will be deducted on items which have a net decrease;
- 12.1.8.5 When both additions and deductions are involved, the overhead and profit shall apply to the net amount, if any;
- 12.1.8.6 Direct costs shall include labor, materials, worker's compensation, taxes on labor and sales, and other direct taxes, health and retirement benefits, social security, and the expense of work performed after regular working hours to the extent authorized by the County;
- 12.1.8.7 Proportionate necessary transportation, traveling and subsistence expenses of Contractor's employees incurred for the project; materials, supplies and temporary facilities, including project office expenses; equipment rental by agreement approved by County, including transportation and unloading; telephone service at the site and other normal overhead expenses as approved by County shall be included in the Contractor's compensation for overhead and profit.
- 12.1.9 The above added percentages are defined to include overhead and additional costs resulting from the change in scope of work including time extensions.
- 12.1.10 It is mutually understood that the time extensions for changes in the work will depend upon the extent by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages pursuant to the new completion schedule.

12.2 CLAIMS FOR ADDITIONAL COSTS

12.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, they shall give the Architect notice of such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed. No such claim shall be valid unless so made. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum it shall be determined by Arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3 FIELD ORDERS

12.3.1 The Architect may issue written Field Orders which interpret the Contract Documents in accordance without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders.

ARTICLE 13.00

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If work should be covered contrary to the request of the Architect, it must, if required by the Architect, be uncovered for observation and replaced, at the Contractor's expense.

13.1.2 If work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such work and it shall be uncovered by the Contractor. If such work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the County. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall correct work rejected by the Architect as defective or as failing to conform to the Contract Documents. The Contractor shall bear costs of correcting such rejected work, including the possible cost of the Architect's additional services.

13.2.2 If, within one year after the date of the submittal of the Certificate of Final Inspection or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it after receipt of notice from the County to do so.

13.2.3 Such defective or non-conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the Contract Documents without cost to the County.

13.2.5 The Contractor shall bear the cost of making good work of separate contractors destroyed or damaged by such removal or correction.

13.2.6 If the Contractor does not remove such defective or non-conforming work within a reasonable time fixed by notice from the County, the County may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage, the County may upon notice sell such work and shall account for the net proceeds of, after deducting the costs that should have been borne by the Contractor including compensation for possible additional architectural services. If such proceeds of sale do not cover costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County.

13.2.7 If the Contractor fails to correct such defective or non-conforming work, the County may correct it.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the County prefers to accept defective or non-conforming work, they may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14.00

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the work is stopped for a period of thirty days under order of court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or a Subcontractor or their agents or employees or other persons performing work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor for the County's failure to make payment, then the Contractor may, upon notice to the County, terminate the Contract and recover from the County payment for work executed and for proven loss sustained upon materials, equipment, construction equipment, tools, and machinery, including reasonable profit and damages accruing to the date work has been stopped for thirty days.

14.2 TERMINATION FOR DEFAULT-DAMAGES FOR DELAY-TIME EXTENSIONS

14.2.1 If the Contractor fails, except in cases for which extension of time is provided, to prosecute the work, with such diligence as will insure its completion within the time specified in this Contract, or fails to complete work within such time, the County may, upon notice to the Contractor, terminate their right to proceed with the work. In such event the County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, as may be on the site of the work and necessary for. Whether or not the Contractor's right to proceed with the work is terminated, they shall be liable for damage to the County resulting from his failure to complete the work within the specified time.

14.2.2 If fixed and agreed liquidated damages are provided in the Contract and if the County so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the County in completing the work.

14.2.3 If fixed and agreed liquidated damages are provided in the Contract and if the County does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

14.2.4 The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

14.2.4.1 The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of a public enemy, acts of the County in its contractual capacity, acts of other Contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather conditions not reasonably anticipated for the contract period, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and if:

The Contractor notifies the County in writing of the causes of delay. The Architect shall ascertain the facts and extent of the delay and, with agreement of the County, extend the time for completing the work when, in their judgment, the findings of facts justify such an extension. A Change Order will be executed to reflect the change in Contract Time.

14.2.5 If, after notice of termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the Contract shall be equitably adjusted to compensate for such termination and the Contract modified accordingly.

14.2.6 The rights and remedies of the County are in addition to other rights and remedies provided by law or under this Contract.

14.3 TERMINATION FOR OTHER REASONS

14.3.1 If the Contractor is adjudged bankrupt, or if they make a general assignment for the benefit of their creditors, or if a receiver is appointed on account of their insolvency, or if they fail to supply properly skilled workers or proper materials, or if they fail to make payment to Subcontractors for materials or labor, or disregards laws, ordinances, rules, regulations or orders of public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the County, may, without prejudice to right or remedy and after giving the Contractor written notice, terminate the employment of the Contractor and take possession of the site and of materials and equipment and may finish the work by methods he may deem expedient.

14.4 FURTHER PAYMENTS

14.4.1 In the event of termination the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including possible compensation for the Architect's additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the County.

14.5 ABANDONMENT OF THE PROJECT

14.5.1 Upon written notice to the Contractor and the Architect, the County may, without cause and without prejudice to right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for work executed and expense sustained, plus a reasonable profit.

ARTICLE 15.00

EQUAL OPPORTUNITY

15.1 EQUAL OPPORTUNITY

- 15.1.1 All jobs let based on bids received or contracts negotiated will be guaranteed by the individual Contractor or Subcontractor or Sub-subcontractor as to compliance with applicable laws, rules and regulations relating to equal employment opportunity, and Federal, State and Local Laws, rules and regulations pertaining to. The Contractor shall execute the certificate as provided in Attachment Number 4 as evidence of such compliance and file it with the County simultaneously with the Contractor's execution of the agreement.

ARTICLE 16.00

PROTEST

16.1 BID PROTEST

- 16.1.1 A respondent who wishes to file a protest pertaining to a bid shall file such notice in accordance with procedures prescribed by Florida Statutes. Protests shall be filed with the Columbia County, Florida, Director of Purchasing. A protest is officially filed when it is received by the Director.
- 16.1.2 Person who is adversely affected by the decision or intended decision shall file with the Director of Purchasing a notice of protest in writing within 72 hours after the posting of the bid tabulation. Failure to file a protest within the time prescribed in Florida Statutes shall constitute a waiver of proceedings under Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and state holidays shall be excluded in the computation of the 72 hour time period.
- 16.1.3 As prescribed by Florida Statutes, any protestor who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statutes shall post at the time of filing the formal written protest, a bond payable to the Columbia County, Florida in an amount equal to twenty-five thousand dollars or two percent of the lowest accepted bid, whichever is greater, for projects valued over five hundred thousand dollars or five percent of the lowest accepted bid for other projects. The bond shall be conditioned upon payment of costs and fees which may be adjudged against the protester in the administrative hearing in which the action is brought and in subsequent appellate court proceedings. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency would be acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the district prevails, it shall recover costs and charges, which shall be included in the final order or judgment, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, they shall recover from the Columbia County, Florida costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
- 16.1.4 Disposition of the protest shall follow Florida Statutes. In the event that the protest cannot be resolved as specified, the standard of proof for further proceedings shall be whether the proposed Columbia County, Florida action was clearly erroneous, contrary to competition, arbitrary or capricious. In bid protest proceeding contesting an intended Columbia County, Florida action to reject bids, the standard of review by administrative law judge shall be whether Columbia County, Florida intended action is illegal, arbitrary, dishonest or fraudulent.
- 16.1.5 Refer to the County Bid Protest Policy for additional information.

ATTACHMENTS TO THESE GENERAL CONDITIONS

The following forms and informational sheets are attached as acceptable guides for various submittals called for:

Agreement between County and Contractor	Attachment No. 1
Application and Certificate for Payment	Attachment No. 2
Equal Opportunity Certificate of Compliance	Attachment No. 3
Supplementary Conditions	Attachment No. 4
Performance Bond Format	Attachment No. 5
Payment Bond Format	Attachment No. 6
Notes Concerning Surety and Execution	Attachment No. 7

ATTACHMENT NO. 1
COLUMBIA COUNTY, FLORIDA
LAKE CITY, FLORIDA

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

THIS AGREEMENT, made this ____ day of _____ in the year Two Thousand and _____ between the Owner: **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529; and the Contractor:

_____, whose mailing address is _____

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract for Construction (General, Supplementary and other Conditions), the Project Manual and Drawings for 2023-P I-75 Billboard Project at I-75 and U.S. 90, Lake City, Florida, Architect's Project No. 2324, Addenda issued prior to execution of this Agreement and Modifications issued subsequent to. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated in.

ARTICLE 2

THE WORK

The Contractor shall perform the work required by the Contract Documents in accordance with the Drawings, Project Manual and Addenda for 2023-P I-75 Billboard Project at I-75 and U.S. 90, Lake City, Florida, Architect's Project No. 2324, and shall execute the work described in the documents, working whatever schedule is required to complete the work in the time allotted, including overtime work and weekend work as required.

ARTICLE 3

TIME OF COMMENCEMENT AND COMPLETION

Contractor shall execute the County/Contractor Contract within seven calendar days from date of receipt and return to the County for his execution, along with required insurance certificates. Contractor shall begin work within seven calendar days from date of receipt of a Letter of Intent, Building Permit and/or Notice to Proceed issued by the appropriate authority.

All work shall be Substantially Complete within 60 calendar days from date of Notice to Proceed and Finally Completed within 14 calendar days from the date the project is declared Substantially Complete.

Where delays are not justified under the General Conditions of the Contract for Construction or otherwise, the Contractor shall be liable for and shall pay to the County liquidated damages as follows:

If the Project is not Substantially Completed, the Contractor shall pay to the County as liquidated damages, Two Hundred Dollars for each calendar day elapsing between the date fixed for Substantial Completion and the date such Substantial Completion shall have been accomplished. It is also hereby agreed that if the project is not Finally Completed, the Contractor shall pay to the County as liquidated damages, Two Hundred Dollars per calendar day past Final Completion date.

ARTICLE 4

CONTRACT SUM

The County shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Orders as provided in the conditions of the Contract, in current funds, the Contract Sum of

_____ DOLLARS (\$ _____)

ARTICLE 5

PROGRESS, FINAL PAYMENTS AND CONTRACTOR PAYMENT TO SUBCONTRACTORS

Upon Application for Payment submitted by the Contractor to the Architect and Certificates of Payments, the County shall make progress payments on account of the Contract Sum and a final payment to the Contractor as provided in the conditions of the Contract and as follows:

- 5.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- a. Contractor shall present to the Architect an Application for Payment. County shall remit payment, less any contested amount, not later than the 25th business day after the date on which the payment request or invoice is stamped as received.
 - b. The County may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is received. The rejection shall specify the deficiency in the payment request and the action necessary to make the payment request proper.
 - c. If a payment request or an invoice is rejected and the Contractor submits a corrected payment request or invoice which corrects the deficiency specified, the corrected payment request or invoice shall be paid or rejected not later than the 10th business day after the date the corrected payment request or invoice is stamped as received.
 - d. If a dispute between the County and the Contractor cannot be resolved, the dispute shall be resolved in accordance with the dispute resolution procedure prescribed in the construction contract.
 - e. If the County disputes a portion of a payment request or an invoice, the undisputed portion shall be paid timely.
 - f. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Application for Payment.
 - g. Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

- 5.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- a. Until such time as the contract work reaches 50% completion, the County shall, within the time period set forth above, make a progress payment to the Contractor in the amount provided in such certificate; provided such payment in addition to previous payments does not exceed ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work plus ninety percent (90%) of the Contract Sum properly allocable to materials and equipment not incorporated in the work but delivered and suitably stored at the site or at a location suitable to County when agreed upon by the parties.
 - b. After such time as the Contract work reaches or exceeds 50% completion, the County shall, within the time period set forth above, make a progress payment to the Contractor in the amount provided in such certificate; provided such payment in addition to all previous payments does not exceed ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the work plus ninety-five percent (95%) of the Contract Sum properly allocable to materials and equipment not incorporated in the work but delivered and suitably stored at the site or at a location suitable to County when agreed upon by the parties.
 - c. Any progress payments of this Agreement shall be reduced by any amounts that are the subject of a good faith dispute, the subject of a claim brought or otherwise the subject of a claim or demand by the County or Contractor.
 - d. The Contractor has fourteen days from the date the County accepts the work as Substantially Complete to complete punch list items for the project. If punch list items are not completed and Finally Accepted by the Architect and the County, liquidated damages for each calendar day of such delay will be assessed. The Contractor will be liable for and shall pay the County such amount. Waiver of this provision shall be approved by the County. When final punch list items have been completed to the satisfaction of County and Architect, and Final Closeout Documents have been reviewed and approved, Final Payment of the remaining 5% will be made upon Final Acceptance by Columbia County, Florida.
- 5.3 The Application for Payment for the final payment under the contract shall include the following forms:
- a. Contractor's Affidavit to County stating that liens have been paid in full. If Subcontractor, fabricator or supplier fails to furnish a release or waiver in full, the prime Contractor will furnish an Indemnity Bond for release of lien to the County, or other collateral satisfactory to the County, to indemnify the County against lien.
 - b. Consent of Surety to Final Payment on appropriate A.I.A. Document or other form acceptable to the Owner.
 - c. Contractor's Affidavit of Release of Liens on A.I.A. Documents G706 and G706A, or other forms acceptable to the County, certifying that the prime Contractor, Subcontractors, suppliers of materials and equipment, and performers of work, labor or services on the project release or waive lien against the County arising in the construction project.
- 5.4 Subcontractors, forty-five days after satisfactory completion of their work on the Contractor's project, can invoice the Contractor for the remainder of unpaid work, including the full value of the retainage related to their work, less the value of any item contested in accordance with the terms and conditions of the construction Contract.
- a. The Contractor shall require the Subcontractor to include a conditional release of lien and appropriate warranties and closeout documentation with this final payment invoice to the Contractor.

- b. The Contractor shall include this subcontractor payment request in the next Application for Payment in the pay application cycle to the Architect following the receipt of the subcontractor payment request, if deemed to be complete and in compliance with this section.
 - c. When a Contractor receives payment from the County for labor, services or materials furnished by subcontractors and suppliers hired by the Contractor, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the terms and conditions of the construction Contract, within ten days after the Contractor's receipt of payment.
- 5.5 Paragraph 5.4 shall not be construed to create a contractual relationship (1) between the Architect and Contractor, (2) between the County and a Subcontractor or Sub-subcontractor, (3) between the County and Architect or (4) between persons or entities other than the County and Contractor.
- 5.6 Columbia County, Florida may occupy the facilities prior to the completion of punch list items; however, retainages specified will remain in force.

ARTICLE 6

MISCELLANEOUS PROVISIONS

- 6.1 Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 6.2 The Contract Documents shall constitute the Agreement between the County and the Contractor, except for Modifications issued after execution of this Agreement, and shall include Alternates set forth in. In the event of a conflict between the Project Manual, then specific provisions of the Project Manual shall control.
- 6.3 The County's representative is:
- Clint Pittman
Landscape & Parks Director
Lake City, Florida
- 6.4 The Contractor's representative is:
- Name and Title:
Name of Company:
Address:
Telephone:
Email:
- 6.5 The Contractor's representative shall not be changed without notice to, and approval of, the County.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The Specifications and Drawings are those contained in the Project Manual; see Exhibit A (Table of Contents to be provided after bid opening) and incorporated by reference.

7.2 The Addenda, if any, (to be provided after bid opening) are as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
---------------	-------------	--------------

THIS AGREEMENT executed as of the day and year first above written, and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the County.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

ATTEST:

By:

Signature

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this ___ day of _____
20___, by _____, as **COLUMBIA COUNTY**, who is personally known to me.

**(NOTARIAL
SEAL)**

Notary Public, State of Florida

(Print or Type Name)

My Commission Expires:

Signed, sealed and delivered
in the presence of:

GENERAL CONTRACTOR

Witness

By: _____
Name and Title

Print or type name

Witness

Print or type name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20_____,
by _____, as _____,
of _____, a Florida corporation, on behalf of
the corporation, who is personally known to me or who has produced _____
as identification.

Notary Public, State of Florida

**(NOTARIAL
SEAL)**

(Print or Type Name)
My Commission Expires:

ATTACHMENT NO. 2

APPLICATION AND CERTIFICATE FOR PAYMENT

Date _____ For Period Ending _____ Payment No. _____

CONTRACTOR: _____

CONTRACT FOR: 2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA
ARCHITECT'S PROJECT NUMBER: 2324

Original Contract Sum	\$ _____	Contract Time	_____	Calendar Days	_____
Adds to Date	\$ _____	Authorized Ext	_____	Calendar Days	_____
Total	\$ _____	Pending Requests	_____	Calendar Days	_____
Deducts to Date	\$ _____	Time Lapsed To Date	_____	Calendar Days	_____
Adj. Contr. Sum	\$ _____		_____	Calendar Days	_____

WORK PERFORMED TO DATE	\$ _____
MATERIAL SUITABLY STORED (Itemized list of materials attached)	\$ _____
TOTAL TO DATE	\$ _____
Less Retainage	\$ _____
Less Previous Payments	\$ _____
 TOTAL	 \$ _____
 DUE THIS PAYMENT	 \$ _____

CERTIFICATION OF THE CONTRACTOR: I certify that items and amounts shown on the face of this Certificate are correct and that work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that just and lawful bills against the undersigned and their subcontractors have been paid in full accordance with their terms and conditions and that Subcontractors listed on the previous month's Application and Certificate for Payment have been paid the full amount listed on that Application as evidenced by Partial Releases of Liens attached.

Date: _____ Contractor: _____ (Printed Name)
(Notarized Signature Required)

Date: _____ Notary: _____

CERTIFICATE OF THE ARCHITECT: I certify that I have checked and verified this Certificate and the accompanying Partial Releases of Liens; that to the best of my knowledge and belief it is a true statement of the value of the work performed and material suitably stored on the site or other approved location by the Contractor; that work and material included in this Certificate have been reviewed; and that work has been performed and material supplied in accordance with the terms of the Contract.

Date: _____

Architect: _____

APPROVED FOR PAYMENT:

Date: _____

County: _____

(Authorized Signature)

ATTACHMENT NO. 3

EQUAL OPPORTUNITY

CERTIFICATE OF COMPLIANCE

PROJECT TITLE:

2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA
ARCHITECT'S PROJECT NO. 2324

This is to certify that the undersigned Contractor on subject project does now and will during the length of this project comply with applicable laws, rules and regulations relating to equal employment opportunity, and Federal, State, or Local laws, rules or regulations pertaining to; and further certifies compliance specifically with Executive Order 11246 originally issued by the President of the United States on September 24, 1965, as amended from time to time thereafter, including:

1. The Contractor does not discriminate in its employment policies as to race, color, religion, sex or national origin; and,
2. The Contractor does maintain an affirmative action plan to recruit, employ and promote qualified members of groups that may have been formerly excluded because of race, color, religion, sex or national origin.

CONTRACTOR

By: _____
Name / Title

Date: _____

ATTACHMENT NO. 4

SUPPLEMENTARY CONDITIONS

1. **Conditions of the Contract** General Conditions, these Supplementary Conditions and Divisions 00 and 01 are applicable to divisions and sections of the specifications and it is the Contractor's responsibility to so inform parties who should be influenced by.
2. **Applicable Documents** The Documents applicable to this work are titled:

2023-P I-75 Billboard Project
I-75 and U.S. 90

Dated: September 13, 2023

Prepared by: Kail Partners Architecture & Interiors
PO Box 359055
Gainesville, Florida 32635-9055

The Drawings accompany these Specifications and become a part of.

The Contractor shall purchase sets of Drawings and Project Manual as required of their use and the use of the Subcontractors on the project.
3. **Contract Time** The work shall be commenced within seven calendar days after receipt of the Notice to Proceed and shall be Substantially Complete within 60 calendar days, and shall be Finally Completed within 14 calendar days after the date of Substantial Completion.
4. **Liquidated Damages** Since actual damages for delay are impossible of agreed determination, the fixed, agreed and liquidated damages described in the General Conditions shall be for each calendar day beyond the specified Contract Time as described in the Project Manual, shall be Two Hundred Dollars per calendar day past the date of Substantial Completion and Two Hundred Dollars per calendar day past Final Completion.
5. **Notice to County** If a Subcontractor or supplier files a Notice to County under the Florida Lien Law, the County will notify the Contractor of its receipt. Payment request delivered subsequent to receipt of that Notice to County that contains payment in full or in part for that Subcontractor or supplier shall require a Final or Partial Release of Lien from each Subcontractor or supplier so affected.
6. **Contractor's Liability Insurance**
 - a) The Contractor shall purchase and maintain in a company or companies licensed to do business in the State of Florida, possess an AM Best rating of A-, and acceptable to the County and their Insurance Counselor such insurance as will protect them from claims, which may rise out of or result from the Contractor's operations under the Contract, whether such operations be by themselves or by Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts any of them may be liable. The specific delineation of coverage in this paragraph is a minimum guide only, it being the specific intent of the County that it shall be fully and completely protected and indemnified from any and all claims which may arise out of Contractor's operation under the Contract; including among others those checked below:
 - a)i claims under workers' compensation, disability benefit and other similar employee benefit acts;
 - a)ii claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

- a)iii claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
- a)iv claims for damages by usual personal injury coverage including but not limited to libel, slander, and false arrest which are sustained (1) by any person including, but not limited to, a Contractor, Subcontractor or Sub-subcontractor or their employees as a result of an occurrence directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- a)v claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- a)vi claims resulting from explosion, collapse, or underground accident, (X-C-U coverage required) and other on-premises operations.
- a)vii claims resulting from owned, hired and non-owned motor vehicles and equipment;
- a)viii claims for damage resulting from the actions or inactions of independent Contractors;
- a)ix claims arising under products and completed operations insurance.
- b) The insurance required shall be written for not less than the limits of liability specified below, or that required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations in the General Conditions. Contractor shall provide County with Certificate of Insurance evidencing that County shall receive a thirty day (30) notice of cancellation, nonrenewal or material change in coverage with a ten (10) day notice if cancellation is for nonpayment of premium. Contractor shall provide County with Certificate of Insurance prior to beginning any work.

b)j Workers' Compensation:

State, Florida Statutes	Statutory
Applicable Federal	Statutory
Employer's Liability	\$1,000,000

b)ii Comprehensive General Liability:
Including Premises-Operations; Products Completed Operations; Contractor's Liability
Broad Form Property Damage; Contractual Liability.

General Liability	\$1,000,000 per Claimant
Property Damage	\$1,000,000 per Occurrence
Personal Injury	\$1,000,000 per Claimant
Liability	\$1,000,000 per Occurrence
	\$2,000,000 per Annual Aggregate

Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

The County shall be named as additional insured on the Contractor's Comprehensive General Liability Policy.

Personal Injury Liability shall be separate coverage from Bodily Injury.

b)iii County's Protective Liability:

The County shall be named as the insured; ORIGINAL policy shall be submitted to the County.

Bodily/Personal Injury	\$1,000,000 per Claimant
Injury	\$1,000,000 per Occurrence
Property Damage	\$1,000,000 Single Limit per Occurrence

b)iv Contractor's Protective Liability:

The County shall be named as additional insured on the Contractor's Protective Liability Policy.

Bodily/Personal Injury	\$1,000,000 per Claimant
	\$1,000,000 per Occurrence
Property Damage	\$1,000,000 Single Limit per Occurrence

b)v Comprehensive Automobile Liability:

The County shall be named as additional insured on the Contractor's Comprehensive Automobile Liability Policy. Policy shall cover owned, hired and all classes of non-owned vehicles.

Bodily Personal Injury:	\$1,000,000 per Claimant
	\$1,000,000 per Occurrence
Property Damage:	\$1,000,000 Single Limit per Occurrence

b)vi Coverage to be certified by the Contractor (and Subcontractors) shall include, but not be limited to the following:

- x Workers' Compensation
- x Automobile owned, hired and non-owned
- x Premises
- x Operations
- x Contractual
- x Personal injury - Hazards, A, B and C with employee exclusion removed
- x Broad Form Property Damage
- x Removal of X, C and U exclusions
- x Products and Completed Operations
- x Independent Contractors

- c) A Certificate of Insurance, executed on a standard ACORD form, shall be filed with the County simultaneously with the Contractor's execution of the Agreement. The certificate shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days prior written notice has been given to the County. The Certificate of Insurance will include the following statement: "Interest of the Certificate Holder is included as an Additional Insured."

7. **Property Insurance**

- a) Until the work is completed and accepted by the County, the Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value of. This insurance shall include the interest of the County, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. Coverage shall include damages, losses, and expenses arising out of or resulting from any insured property including fees and charges of Architects, Engineers and Attorneys.
 - b) The Contractor shall purchase and maintain such machinery insurance as may be required by the Contract Documents or by law. The insurance shall include the interest of the County, the Contractor, Subcontractors and Sub-subcontractors in the work.
 - c) The Contractor shall file a copy of policies with the County and the Architect.
 - d) The County and Contractor waive rights against each other or damages caused by fire or other perils to the extent covered by insurance provided, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors. In waiving rights of recovery under terms, the term "Owner" or "County" shall be deemed to include his employees and the Architect, and its employees as the County's representative.
 - e) Such insurance shall be no less than that required by the Project Manual.
8. General Contractor contract / subcontract shall use State of Florida licensed contractors / subcontractors.

ATTACHMENT NO. 5

PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL PAYMENT BOND IN FAVOR OF THE COUNTY CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

STATE OF FLORIDA

KNOW BY THESE PRESENTS: that _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto COLUMBIA COUNTY, FLORIDA, as Obligee, in the amount of:

\$ _____ / _____,
(Written Amount)

For the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with County for:

2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA
ARCHITECT'S PROJECT NO. 2324

in accordance with documents prepared by:

KAIL PARTNERS ARCHITECTURE & INTERIORS
P.O. BOX 359055
GAINESVILLE, FLORIDA 32635-9055

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and declared by County to be in default under the Contract, the County having performed County's obligations thereunder, the Surety may promptly remedy the default, in accordance with Florida Statutes, and shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the County elects, upon determination by the County and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of Contracts of completion arranged under this paragraph) sufficient funds to

pay the cost of completion less the balance of the Contract sum; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract sum", as used in this paragraph, shall mean the total amount payable by the County to Contractor under the Contract and any amendments thereto, less the amount properly paid by the County to Contractor.

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

SIGNED AND SEALED this ____ day of _____, 20____.

(Signature of Witness)

(Signature of Contractor) (Seal)

Type Name and Title

(Signature of Witness)

(Signature of Attorney-in-Fact)(Seal)

Type Name

(Signature of Witness)

(Signature of Florida Resident Agent)

Type Name

Attorney-In-Fact who signs this Bond must file with it a certified copy of his power of Attorney to sign said Bond.

ATTACHMENT NO. 6

LABOR AND MATERIAL PAYMENT BOND

**THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE COUNTY
CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.**

STATE OF FLORIDA

KNOW BY THESE PRESENTS: that _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **COLUMBIA COUNTY, FLORIDA.**

as Oblige, for the use and benefit of claimants as herein below defined, in the amount of:

\$ _____ / _____
(Written Amount)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Company has by written agreement dated _____
entered into a contract with County for:

2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA
ARCHITECT'S PROJECT NO. 2324

in accordance with documents and related addenda (herein after referred to as the Contract Documents)
prepared by:

KAIL PARTNERS ARCHITECTURE & INTERIORS
PO BOX 359055
GAINESVILLE, FLORIDA 32636-9055

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is as follows:

1. A claimant is defined as one having a direct Contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment directly applicable to the Contract.
2. Contractor shall promptly make all payments owing when due to all persons whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract, then this bond is void; otherwise, it remains in full force and effect.
3. Each said claimant shall have a right of action against the Contractor and Surety for the amount due them. No such action shall subject the County to any cost, expense, loss or damage, and Contractor shall promptly pay County for the full measure of all cost, expense, loss, damage and attorney's fees sustained by County as a result of any default by Contractor under the Contract.



4. Pursuant to Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within forty-five (45) calendar days after beginning to furnish labor, materials, equipment or supplies for the prosecution of the work, furnish the Contractor with a written notice that they intend to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, equipment or supplies shall, within ninety (90) calendar days after completing performance of the labor or after completing delivery of the materials, equipment or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies and of the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one (1) year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.
5. An action against the Surety or the Contractor or both, may be brought in the County in which the work is being constructed or repaired or in any other place authorized by the provisions of Florida Statutes.
6. The amount of this bond shall be changed only to the extent that the Contract Sum is changed in accord with applicable provisions of the Contract.
7. Neither any change in or under the Contract Documents, nor any compliance or noncompliance with any formalities provided in the Contract or the change shall relieve the Surety of its obligations under this bond.

SIGNED AND SEALED this _____ day of _____, 20_____.

 (Signature of Witness)

 (Signature of Contractor) (Seal)

 (Type Name and Title)

 (Signature of Witness)

 (Signature of Attorney-in-Fact)(Seal)

 (Type Name)

Attorney-In-Fact who signs this Bond must file with it a certified copy of his power of attorney to sign said bond.

ATTACHMENT NO. 7

NOTES CONCERNING SURETY AND EXECUTION

A. SURETY COMPANY REQUIREMENTS

To be acceptable to the County as Surety on Performance Bond and Labor and Material Payment Bond, a Surety company shall comply with the following provisions:

1. The Surety company must be authorized to do business in the State of Florida.
2. The Surety company shall have been in business and have a record of continuous operations for at least five (5) years. The Surety company shall have at least the following minimum ratings:

<u>CONTRACT AMOUNT</u>	<u>REQUIRED FINANCIAL RATING</u>	<u>REQUIRED MIN. SURPLUS</u>
0 to 500,000	BBB+	3,750,000
500,000 to 750,000	AA	5,000,000
750,000 to 1,000,000	AA+	7,000,000
1,000,000 to 1,250,000	AAA	10,000,000
1,250,000 to 1,500,000	AAA+	12,500,000
1,500,000 to 2,000,000	AAAA	15,000,000
2,000,000 to 2,500,000	AAAA+	20,000,000
2,500,000 or more	AAAAA	25,000,000

Best's Financial Ratio.

Surplus – Policyholder's surplus is the sum paid in capital and surplus funds in stock companies and surplus funds as regards mutual companies.

Best's Policyholder's Rating of "A" (which signifies "excellent" based upon good underwriting, economic management, adequate reserves for undisclosed liability, net resources for unusual stock and sound investment), or an equivalent rating from the Insurance Commissioner, if not rated by Best's.

3. The Surety company shall not expose itself to any loss on any one risk in an amount exceeding 10% of its surplus to policyholders provided:

Any risk or portion of any risk which shall have been reinsured (in which case, these minimum requirements contained herein also apply to the reinsuring carrier) in an assuming insurer authorized or approved by the Insurance Commissioner to do such business in this State shall be deducted in determining the limitation of risk prescribed therein before.

In the case of a Surety insurance company, there shall be deducted, in addition to the deduction for reinsurance; the amount assumed by any co-surety for the value of any security deposited, pledged or held subject to the consent of the Surety and for the protection of the Surety.

SECTION 01 0145
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Requirements and limitations for cutting and patching of work.
- B. "Cutting and Patching" is hereby defined to include, but is not limited to, the cutting and patching of nominally completed or previously existing work in order to accommodate the coordination of work, or the installation of other work, or to uncover other work for access or inspection, or to obtain samples for testing or for similar purposes; and is defined to exclude integral cutting and patching during the manufacturing, fabricating, erecting and installing process for individual units of work.

1.2 RELATED REQUIREMENTS

- A. Refer to Division 00 and 01 Sections of these specifications.

1.3 SUBMITTALS: Submittals shall be made in accordance with Section 01 3300. In addition, the following information shall be provided:

- A. Submit request in advance of cutting or alteration which affects: Structural integrity of any element, integrity of weather-exposed or moisture-resistant element, efficiency, maintenance or safety of any operational element, visual qualities of sight-exposed elements and/or work of Owner or other separate Contractors performing work at the same time.
- B. Include in Request: Identification of project, location and description of affected work, necessity for cutting or alteration, description of proposed work and products to be used, alternatives to cutting and patching, effect on work of County or other Contractors on site, permission of affected Contractor and date and time work propose to be executed.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide materials for cutting and patching which will result in equal-or-better work than the work being cut and patched in terms of performance characteristics, including visual effect where applicable. Use materials identical with the original materials where feasible and where recognized that satisfactory results can be produced.

PART 3 - EXECUTION

3.1 GENERAL

- A. Execute cutting, fitting and patching to complete work, and to: Fit the parts together and to integrate with other work, uncover work to install ill-timed work, remove and replace defective and non-conforming work, remove samples of installed work for testing and provide openings in elements of work for penetrations of mechanical and electrical work.

3.2 INSPECTION

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. After uncovering, inspect conditions affecting performance of work.

C. Beginning of cutting or patching means acceptance of existing conditions.

3.3 PREPARATION

- A. Provide supports to assure structural integrity of surroundings and devices and methods to protect other portions of project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering work and maintain excavations free of water.

3.4 PERFORMANCE

- A. Execute work by methods to avoid damage to other work and which will provide proper surfaces to receive patching and finishing.
- B. Employ original installer to perform cutting and patching for weather-exposed, moisture-resistant elements and sight-exposed surfaces.
- C. Cut rigid materials using masonry saw or core drill within a 1/4 inch tolerance of size of opening needed. Pneumatic tools not allowed without prior approval.
- D. Fit work to pipes, sleeves, ducts, conduit and other penetrations through surfaces. All voids around penetrations shall be sealed.
- E. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit; for patches in walls, refinish wall-to-wall and floor-to-ceiling; for patches in masonry walls, cut out face shell of block and replace or cut out individual units as required and replace.
- F. All penetrations through fire rated construction shall be fire stopped using a through penetration fire stop system listed in the "Underwriters Laboratory Fire Resistance Directory".

3.5 CLEANUP AND DEBRIS DISPOSAL

- A. Contractor shall clean up and remove debris resulting from these operations from the site on a regular basis and not exceeding one week intervals. More frequent cleanup in specific areas of extensive demolition may be required by the County.
- B. It is envisioned that a construction dumpster will be placed on the site and emptied at an approved off-site as required.
- C. The primary concern is that safety of the public and workers not be compromised in any way as a result of the demolition work required under this contract. Debris will not be allowed to collect and remain in the areas of demolition.

END OF SECTION

SECTION 01 0390
COORDINATION AND MEETINGS

PART 1 - PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. Preconstruction Conference.

1.2 RELATED REQUIREMENTS

A. Refer to Division 00 and 01 Sections of these specifications.

1.3 PRECONSTRUCTION CONFERENCE / PROGRESS MEETINGS

A. Contractor will administer the preconstruction conference for review of the contract requirements, clarification of responsibilities and use of project site and for review of administrative procedures. Date, time and place for Preconstruction Conference will be announced after award of the contract.

B. At the Preconstruction Conference, the County will make arrangements with the Contractor for the assignment of staging areas to be used for storage of materials, parking, etc.

C. Contractor to prepare agenda with copies for participants, attend progress meetings, record minutes and distribute copies to participants.

D. Attendance: County, Contractor and Architect.

E. The dates and times of the progress meetings will be discussed at the Preconstruction Conference.

1.4 SUBCONTRACTOR PRECONSTRUCTION CONFERENCES

A. Review conditions of installation, preparation and installation procedures and coordination with related work.

END OF SECTION

SECTION 01 0811
RELEASE OF LIEN FORMS

THIS FORM TO BE USED FOR ATTACHMENT TO EACH APPLICATION AND CERTIFICATE FOR PAYMENT.

PARTIAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through _____ to _____ on the site of the following property: _____
(insert name of your Contractor) (insert date)

**2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA**

This waiver and release does not cover any retention, labor, services or materials furnished after the date specified above.

DATED on _____, 20__.

BY: _____
(Lienor)

DATE: _____ NOTARY: _____

THIS FORM TO BE USED FOR ATTACHMENT TO REQUEST FOR FINAL APPLICATION AND CERTIFICATE FOR PAYMENT.

FINAL WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to _____ on the site of the following property:
(insert name of Contractor)

**2023-P I-75 BILLBOARD PROJECT
I-75 AND U.S. 90
LAKE CITY, FLORIDA**

DATED on _____, 20__.

BY: _____
(Lienor)

DATE: _____

NOTARY: _____

END OF SECTION

SECTION 01 1000

SCOPE OF WORK

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Identification and description of Base Bid and Alternate Bid 1 scope of work.
- B. It is not the intent to describe methods of construction or installation of scope of work, but to itemize the extent of the scope of work.

1.2 RELATED REQUIREMENTS

- A. Refer to the Division 00 and 01 Sections of these specifications.

1.3 PROCEDURES

- A. In the event the Alternate Bid 1 scope of work is accepted, provisions of the Contract Documents govern construction, materials and equipment, same as for the Base Bid scope of work.
- B. Base Bid amount is to include cost for labor, materials, overhead, profit and related incidental costs.
- C. Alternate Bid 1 amount is to include costs for labor, materials, overhead, profit and related incidental costs.

1.4 BASE BID SCOPE OF WORK: Provide a figure for the following:

A. Existing Structure

- The existing wooden billboard structure will be removed by County prior to the start of construction.

B. New Structure

- A new non-illuminated wooden billboard constructed approximately 5' to 7' in front of the previous structure location with final location coordinated with County during construction.
- The new structure is to meet the following minimum design criteria:
 - Size: 20' x 40' x 27' overall height.
 - Number of Faces: One.
 - Poles: A minimum of six Class III Poles are to be used.
 - Footers: Footers are to be pier-drilled, Size: 24" x 10', Concrete: 3,000 psi at 28 days.
 - Stringers: Material: Pressure treated 2 x 6 stringers on 2' centers, Attachment: Nailed with #20 nails.
 - Billboard Face Area: Material: Pressure treated ½" plywood, Attachment: Nailed with #20 nails.

- Contractor to submit signed and sealed structural engineered drawings prepared by a Florida Licensed Structural Engineer.
- Contractor to verify that all applicable local and state codes are met in structure design and construction.
- The contractor will be responsible for all permitting of sign structure on behalf of the County.
- Contractor to provide and install new billboard sign face with County provided artwork.
- Refer to the attached Drawing A.1. The artwork provided by the County during construction.

1.5 ALTERNATE BID 1 SCOPE OF WORK: Provide a figure for the following:

A. Upper Sign Cabinet – Double Face

- Replace existing flexible substrate sign faces with 20 oz. flexible substrate that has County supplied artwork digitally printed onto substrate.
- Contractor is to ensure that all existing lighting is functioning properly in sign cabinet. Lighting was recently damaged by Hurricane Idalia and contractor is to replace all damaged lighting with new LED fixtures to match existing.
- Contractor is to provide new perimeter aluminum trim to match existing that was recently damaged by Hurricane Idalia.
- Contractor to visually inspect all structural components and report any structural integrity issues to County.
- Contractor to wire brush and paint exterior of sign cabinet.
- Size: Approximately 22'-9" x 33'-0", contractor will be responsible for confirming exact measurements.

B. Middle Sign Cabinet – Double Face

- Replace existing flexible substrate sign with 20 oz. flexible substrate that has County supplied artwork digitally printed onto substrate.
- Contractor is to ensure that all existing lighting is functioning properly in sign cabinet. Lighting was recently damaged by Hurricane Idalia and contractor is to replace all damaged lighting with new LED fixtures to match existing.
- Contractor is to provide new perimeter aluminum trim to match existing that was recently damaged by Hurricane Idalia.
- Contractor to visually inspect all structural components and report any structural integrity issues to County.
- Contractor to wire brush and paint exterior of sign cabinet.
- Size: Approximately 7'-6" x 33'-0", contractor will be responsible for confirming exact measurements.

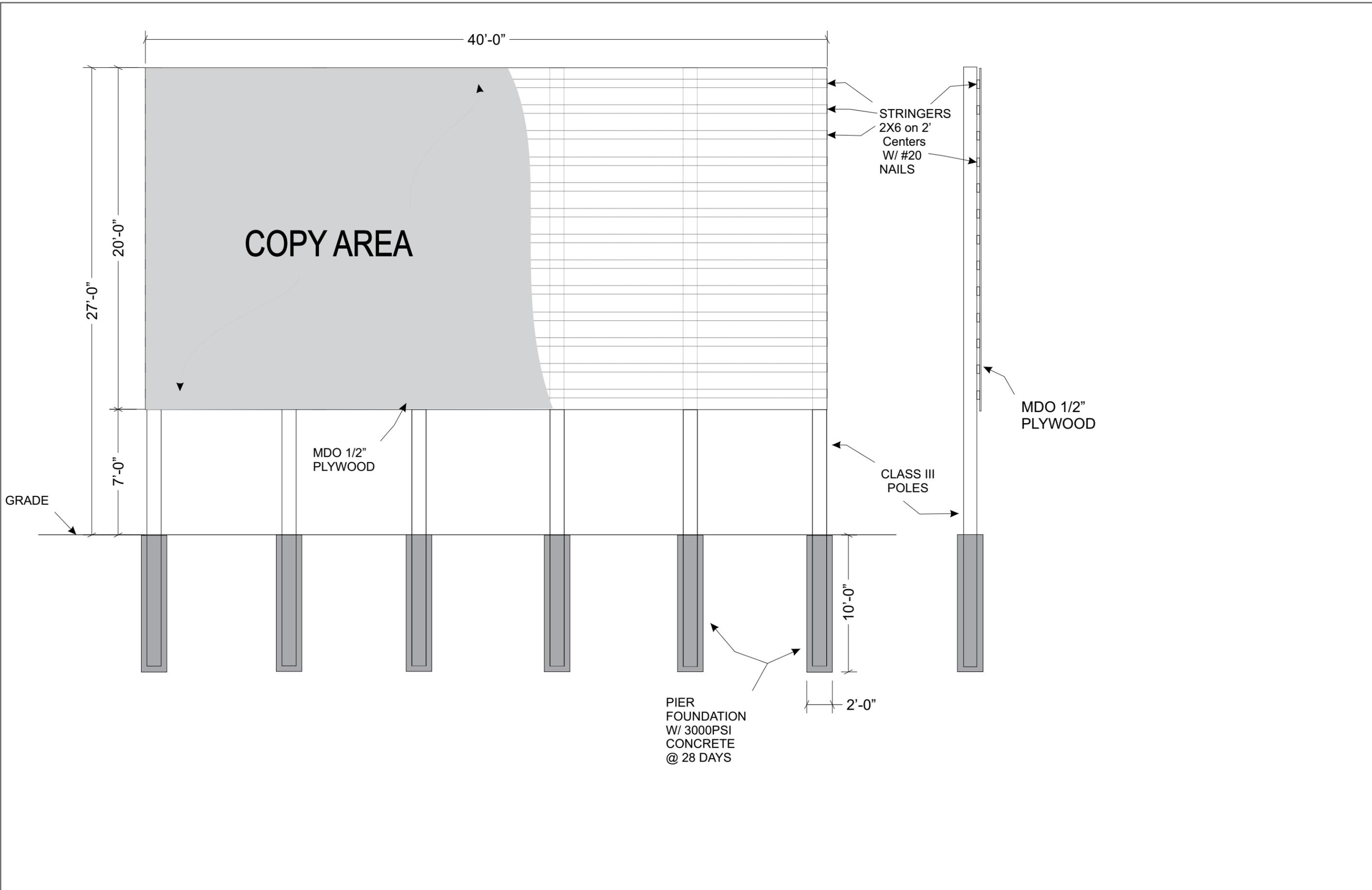
C. Lower Billboard Sign – Single Face, South Side

- Replace existing flexible substrate sign faces with 20 oz. flexible substrate that has County supplied artwork digitally printed onto substrate.
- Contractor is to ensure that all existing lighting is functioning properly. Lighting was recently damaged by Hurricane Idalia and contractor is to replace all damaged lighting with new LED fixtures to match existing.
- Contractor is to provide new perimeter aluminum trim to match existing that was recently damaged by Hurricane Idalia.
- Contractor to visually inspect all structural components and report any structural integrity issues to County.
- Contractor to wire brush and paint exterior of sign cabinet.
- Size: Approximately 26'-0" x 35'-0", contractor will be responsible for confirming exact measurements.

D. Entire Structure

- Contractor is to visually inspect the sign structure and report any structural integrity issues to County.
- Contractor is to paint all exposed and visible exterior surfaces of sign cabinet, including poles.
- Contractor is to ensure that all existing and new lighting is functioning properly.
- Refer to the attached diagram for the County provided graphics.

END OF SECTION



COLUMBIA COUNTY BILLBOARD

DRAWN BY:

JOB NUMBER:

000000

DATE:

SHEET: STRUCTURAL

A.1

SHEET: 1

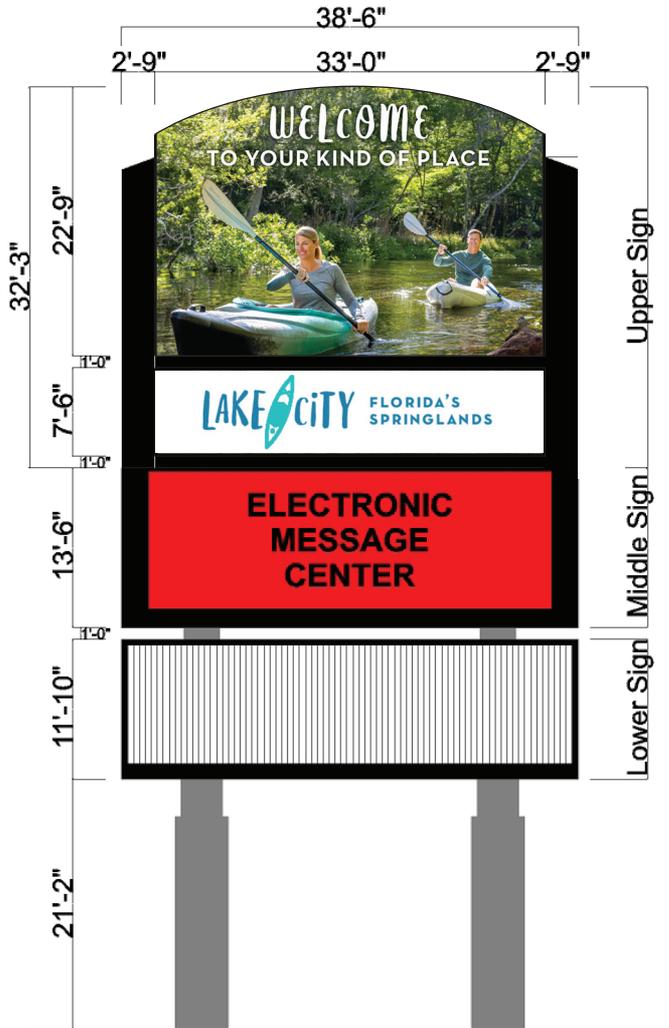
SINGLE FACE 20'X40' BILLBOARD

PARADISE

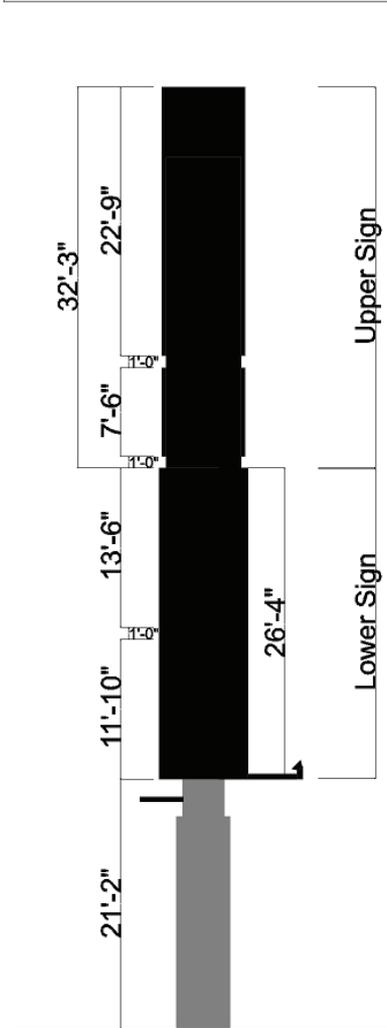
Columbia County

COL-1004 - FY23 CREATIVE CAMPAIGN - WELCOME SIGNAGE UPDATE - PANELS

North Side



South Side



TOP PANEL



WELCOME
TO YOUR KIND OF PLACE

BOTTOM PANEL

HAPPY HAPPENS HERE.



CERTIFICATE OF THE ARCHITECT: I certify that I have reviewed this Certificate and that to the best of my knowledge it is a true statement of the value of the work performed and material suitably stored and to date.

Date: _____

Architect: _____

APPROVED FOR PAYMENT:

Date: _____

County: _____

(Authorized Signature)

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Scope of work covered by Contract Documents.
- B. Coordination of all trades.
- C. Codes and reference standards.
- D. Ordinances and regulations.

1.2 RELATED REQUIREMENTS

- A. Refer to Division 00 and 01 Sections of these specifications.

1.3 SCOPE OF WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Description: 2023-P I-75 Billboard Project at I-75 and U.S. 90 in Lake City, Florida, as outlined in the documents.

1.4 COORDINATION

- A. Coordinate work of the various specifications sections to assure efficient and orderly sequence of installation of construction elements with provisions for accommodating items installed later.
- B. Verify that characteristics of elements of interrelated operating equipment are compatible. Coordinate work of various sections having interdependent responsibilities for installing, connecting to and placing in service such equipment.
- C. Utilize space efficiently to maximize accessibility for other installations, maintenance and repairs.
- D. Execute cutting and patching to integrate elements of work, uncover ill-timed, defective and non-conforming work, provide proper openings for penetrations of existing surfaces and provide samples for testing. Seal all penetrations with appropriate materials.

1.5 REGULATIONS, CODES AND STANDARDS

- A. Design and construction shall conform to the Florida Building Code 7th Edition 2020 and the Florida Fire Prevention Code 7th Edition.
- B. For products specified in the individual specifications sections by association or trade standards, comply with requirements of the applicable standard, except when more rigid requirements are specified or are required by applicable codes.
- C. All work is to conform to all applicable Florida Building Codes, ordinances and regulations governing the construction. Applicable codes are as follows:
 - 1. ACI 318. American Concrete Institute.
 - 2. AHERA. Asbestos Hazard Emergency Response Act, 40 CFR, Part 763.
 - 3. AISC. American Institute of Steel Construction, Allowable Stress Design - Manual of Steel Construction.
 - 4. AISI. American Iron and Steel Institute, Specifications for the Design of Cold-Formed Steel Structure Members.
 - 5. ANSI. American National Standards Institute.

6. ASCE. American Society of Civil Engineers.
7. ASHRAE. American Society of Heating, Refrigeration, and Air Conditioning Engineers.
8. ASTM. American Society for Testing Materials.
9. DCA. Department of Community Affairs. Florida Americans with Disability Implementation Act and the Florida Accessibility Code for Building Construction as adopted by the State Board of Building Codes and Standards, which has become the Florida Building Commission. Florida Energy Efficiency Code for Building Construction (FEEC), as outlined in Chapter 13 of F.B.C.
10. DOT - AASHTO. American Association of State Highway and Transportation Officials "Standard Specifications for Highway Bridges", as modified by Florida DOT "Structures Design Guidelines for Load and Resistance Factor Design."
11. FDOT. Florida Department of Transportation. "Standard Specifications for Road and Bridge Construction."
12. FEMA. Federal Emergency Management Agency.
13. Florida Building Code. Florida Building Code (FBC) 7th Edition 2020.
14. NEC. National Electrical Code (NFPA 70). Adopted by reference in the FBC.
15. OSHA. Occupational Safety and Health Administration, U.S. Department of Labor.
16. SJI. Steel Joist Institute.
17. TMS. The Masonry Society Standards.
18. Such other codes and standards as enumerated in the technical specifications sections and included by reference. Such codes and standards shall be "current accepted edition" in effect as of the bid date, except when a specified date is specified in the individual specification sections.

END OF SECTION

SECTION 01 3300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submittals during construction, including shop drawings, product data and samples.
- B. Construction progress schedules.

1.2 RELATED REQUIREMENTS

- A. Refer to Division 00 and 01 Sections of these specifications.

1.3 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with project name and number, identify each element of shop drawings by reference to sheet number, detail or schedule of contract documents.
- B. Identify field dimensions and show relation to adjacent or critical features of work or products.
- C. Minimum sheet size shall be 8-1/2 x 11 inches.

1.4 PRODUCT DATA

- A. Submit only pages which are pertinent and mark each copy of standard printed data to identify products, referenced to specifications section number. Show reference standards, performance characteristic and capacities, diagram, component parts, finish, dimensions and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable. Indiscriminate submittal of unmarked product data will not be accepted.
- C. As required by Florida Statute 553.842 and Florida Administrative Code 9N-3 State Product Approval, provide the information and approval numbers on all building components that will be utilized on this construction project. Statewide approved products are listed online at www.floridabuilding.org
- D. Manufacturers' Certificates: When required by individual specifications section, submit applicable manufacturer's certificates that products meet or exceed specified requirements.
- E. Manufacturers' Instructions: Submit applicable manufacturer's instructions for delivery, storage, assembly, installation, adjusting and finishing.

1.5 SAMPLES

- A. Submit range of manufacturer's finishes, colors, textures or patterns for selection.
- B. Submit samples to illustrate functional characteristics of products, including parts and attachments.
- C. Provide field samples of finishes at project, at location acceptable to County, as required by individual specifications section. Install each sample complete and finished. Acceptable finishes in place may be retained in the completed work, except where otherwise noted or specified.

1.6 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit network analysis system using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors". Other progress schedule methods may be submitted subject to the County's review and approval.
- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Show projected percentages of completion for each item of work as of time of each application for payment.
- C. Show submittal dates required for shop drawings, product data and samples and product delivery dates.

1.7 CONTRACTOR'S REVIEW

- A. Review all submittals prior to transmittal, determine and verify field measurements, field construction criteria, manufacturers' numbers and conformance of submittal with requirements of contract documents. Submittals without Contractor's review stamp indicating approval will not be processed.
- B. Coordinate submittals with requirements of work and of contract documents.
- C. Provide notification, at time of submittal, of any deviations from requirements of contract documents.
- D. Do not fabricate products or begin work which requires submittals until return of submittal with approval.

1.8 SUBMITTAL REQUIREMENTS

- A. Transmit submittals in accordance with approved progress schedule and in such sequence to avoid delay in the work.
- B. Apply Contractor's stamp certifying to review and approval, verification of products, field dimensions and field construction criteria and coordination of information with requirements of work and contract documents. Do not send submittals until item is approved by Contractor.
- C. Coordinate submittals into logical groupings to facilitate interrelation of the several items.
- D. Submit electronic copies of all shop drawings and product data.

1.9 RESUBMITTALS

- A. Make resubmittals under procedures for initial submittals and identify changes made since previous submittal. Number the same as initial submittal, except with suffix "A", "B", etc. for each time resubmittal occurs until accepted.
- B. Delays caused by the need for resubmittals will not constitute reason for an extension of contract time.

1.10 REVIEW

- A. The review of submittals will be limited to general design requirements only, and will in no way relieve the Contractor from responsibility for errors or omissions contained or from supplying materials specified.
- B. Submittals reviewed will be marked in one of the following ways: NO EXCEPTIONS TAKEN, EXCEPTIONS AS NOTED, REVISE AND RESUBMIT or REJECTED.

1.11 DISTRIBUTION

- A. Contractor to distribute copies of approved shop drawings, product data and samples to project site, subcontractors, suppliers and other entities requiring information.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General quality control.
- B. Workmanship.
- C. Manufacturers' instructions.

1.2 RELATED REQUIREMENTS

- A. Refer to Division 00 and 01 Sections of these specifications.

1.3 QUALITY CONTROL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce quality work.

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by people qualified to produce quality work.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Comply with manufacturers' instructions. If instructions conflict with contract documents request clarification prior to starting work.

END OF SECTION

SECTION 01 5000

TEMPORARY FACILITIES AND CONTROL

PART 1 - GENERAL

- 1.1 REQUIREMENTS INCLUDED: The Contractor is to provide the following at their expense, except as specified otherwise, including all related costs for operation, maintenance and utilities, during the entire construction period until final completion of the project.
- A. Temporary electricity power. Charges relative to the cost of power consumption will be paid by the County. However, costs associated with facilities and connections to provide for power are to be paid by the Contractor.
 - B. Phone service.
 - C. Water.
 - D. Sanitary facilities.
 - E. Barriers.
 - F. Protection of installed work.
 - G. Security. Coordinate with County.
 - H. Construction use fire extinguishers.
 - I. Water control.
 - J. Cleaning during construction.
 - K. Offices and sheds at Contractor's option.
- 1.2 RELATED REQUIREMENTS
- A. Refer to Division 00 and 01 Sections of these specifications.
- 1.3 ELECTRICITY AND CONSTRUCTION LIGHTING
- A. Provide service required for construction operations, with branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords.
 - B. Provide temporary lighting as required for construction operations. Maintain lighting and make routine repairs.
- 1.4 TELEPHONE SERVICE
- A. Provide phone service.
- 1.5 WATER
- A. Contractor may connect to nearest available existing water service for construction operations.
- 1.6 SANITARY FACILITIES
- A. Provide and maintain required temporary toilet facilities and enclosures in accordance with requirements of governing State and local health authorities.

1.7 BARRIERS

- A. Construction site as designated by the County. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials or water.
- B. Upon issuance of the building permit and notice to proceed, a safety plan is to be provided by the Contractor which clearly delineates areas for construction, safety barriers, exits and construction traffic during the various phases of the project and when conditions change.

1.8 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Provide protective coverings. Protect surfaces from traffic and movement of heavy objects and storage.

1.9 SECURITY

- A. Provide security program and facilities to protect work, and County's operations from unauthorized entry, vandalism and theft. Coordinate with County's security program. County will not be responsible for the Contractors' losses due to theft or vandalism to property during the construction period.
- B. County will assist and cooperate with Contractor's security program.

1.10 CONSTRUCTION USE FIRE EXTINGUISHERS

- A. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA . Post warning and quick-instructions at each extinguisher location.

1.11 CLEANING DURING CONSTRUCTION

- A. Control accumulation of waste materials and rubbish and periodically dispose of off-site at approved location.
- B. Clean areas prior to start of finish work and maintain areas free of dust and other contaminants during finishing operations.

1.12 OFFICES AND SHEDS

- A. Contractor's Field Office: At Contractor's option, provide mobile structure or other structure approved by County, weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment.
- B. Storage sheds for tools, materials and equipment: At Contractor's option, provide weather-tight, with heat and ventilation for products requiring controlled conditions, with adequate space for organized storage and access and lighting for inspection of stored materials. Coordinate location with County.

1.13 REMOVAL

- A. Remove temporary materials, equipment, services and construction prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of temporary facilities.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.
- F. Systems demonstration.

1.2 RELATED REQUIREMENTS

- A. Refer to Division 00 and 01 Sections of these specifications.

1.3 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with specifications and referenced standards as minimum requirements.
- C. As required by Florida Statute 553.842 and Florida Administrative Code 9N-3 State Product Approval, provide the information and approval numbers on all building components that will be utilized on this construction project. Statewide approved products are listed online at www.floridabuilding.org
- D. Components required to be supplied in quantity within a specification section and like items to be the end products of one manufacturer in order to achieve standardization for appearance, operation, maintenance, spare parts and manufacturers' service.
- E. Do not use materials and equipment removed from existing structures, except as specifically required or allowed by contract documents.

1.4 TRANSPORTATION AND HANDLING

- A. Transport products by approved methods to avoid product damage, deliver in undamaged condition in manufacturers' unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.

1.5 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturers' instructions with seals and labels intact and legible. Store sensitive products in weather-tight enclosures and maintain within temperature and humidity ranges required by manufacturers' instructions.

- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well-drained area and prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.6 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only. Any product meeting those standards or descriptions.
- B. Products specified by naming one or more manufacturers with a provision for either pre-bid or post-bid substitutions. Submit a request for substitution for any manufacturer not specifically named.
- C. Products specified by naming several manufacturers: Products of named manufacturers meeting specifications: No options, no substitutions allowed.
- D. Products specified by naming only one manufacturer: No options, no substitutions allowed.

1.7 SUBSTITUTIONS

A. Pre-Bid Substitutions:

1. Bidders may submit bids on approved substitute products only. Acceptance and approval of all products submitted as substitutes remains the prerogative of the Architect and will be determined by quality and other overall assimilation of the products into the design of the project. It is requested that each prospective bidder review the drawings and project manual upon receipt to determine which, if any, pre-bid substitutions they plan to submit for approval.
2. Bidders having substitute products to be evaluated must submit prior to bid date, the following information, in addition to specific information required in the individual specifications sections for pre-bid substitutions: specifications, samples, available colors and finishes, a clear statement on each substitute product stating exactly where and how the products varies, if any, from the specified products in dimensions, structure, material and design.
3. Upon receipt and evaluation of the requested information, the Architect will do one of the following: Approve by Addendum the substitute products per the submitted materials; approve by Addendum the substitute products with revisions requiring the vendor to modify their substitute products accordingly; or reject the substitute products. Approval of a manufacturer other than the manufacturer specified does not indicate the approved manufacturer's standard products are acceptable. The approved manufacturers must comply with products as specified. Samples: should samples of substitute products be required for evaluation, said sample must be submitted prior to bid date.

B. Post-Bid Substitutions (after award and execution of contract):

1. Document each request with complete data substantiating compliance of proposed substitution with contract documents.
2. Request constitutes a representation that Contractor: has investigated proposed product and determined that it meets or exceeds, in all respects, specified product and will provide the same warranty for substitution as for specified product. Will coordinate installation and make other changes which may be required for work to be complete in all respects. Waives claims for additional costs which may subsequently become apparent; however, deductions from contract sum will be considered and must be so noted on request.
3. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate request per provisions specified.
4. Architect will determine acceptability of proposed substitution and will notify Contractor of acceptance or rejection.

1.8 SYSTEMS DEMONSTRATION

- A. Prior to final review, instruct County's personnel in operation, adjustment and maintenance of equipment and systems, using the operation and maintenance manual as the basis of instruction.
- B. See Section 01 7000 - Execution and Closeout Requirements.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Closeout procedures.
- B. Final cleaning.
- C. Prerequisites to final payment.
- D. Record drawings.
- E. Operation and maintenance manuals.
- F. Warranties, guarantees and bonds.
- G. Spare parts and maintenance materials.
- H. Correction during contractor's one year guarantee period.

1.2 RELATED REQUIREMENTS

- A. Refer to Division 00 and 01 Sections of these specifications.

1.3 CLOSEOUT PROCEDURES

- A. Comply with procedures stated in general conditions of the contract. When the work is substantially complete, in accordance with the definition and requirements for the project to be reviewed for substantial completion, the contractor is to notify the Architect who shall make a substantial completion review and after said review is made, the Contractor is to remedy any defects or make any corrections on the Architect's punch lists to prepare the project for a final completion review.
- B. Prerequisites to Substantial Completion Review: Before the project will be consider the project ready for substantial completion review, all of the following, as a minimum, are to be performed:
 - 1. All general construction completed and all materials and equipment installed and operating as intended.
 - 2. All mechanical, controls, data and all electrical work complete, fixtures in place, connected and ready for test.
 - 3. All painting and joint sealants completed, checked by the Contractor for number of coats and ready for inspection.
 - 4. All equipment cleaned, connected and in full working order.
 - 5. Grounds clear of all temporary materials, equipment, services and construction, field offices and storage sheds, surplus materials and equipment and raked clean of all debris with all debris removed from the site.
 - 6. Sections of all walks, drives and other permanent features which have been damaged during construction are to be removed and replaced; patches not acceptable.

1.4 FINAL CLEANING

- A. Execute prior to final review.
- B. Clean exterior surfaces exposed to view, remove temporary labels, stains and foreign substances and polish transparent and glossy surfaces. Clean equipment and fixtures to a sanitary condition.
- C. Clean project site, sweep paved areas and rake clean other surfaces.

1.5 PREREQUISITES TO FINAL REVIEW: When the Contractor considers the work has reached final completion, and all items on the punch lists have been corrected and final cleaning has been completed, submit notice to Architect that work is complete in accordance with the contract documents and ready for final review.

- A. If all items are found in order, the Architect will recommend final acceptance of the project by the County, upon receipt of all final closeout documents including, but not limited to, the following: final releases of liens from all Subcontractors and Suppliers. Guarantees and warranties. All O&M manuals, final reports and all other closeout requirements.

1.6 PREREQUISITES TO FINAL PAYMENT:

- A. Contractor's affidavit that responsible representatives of the County have been properly instructed and informed as to all working characteristics of mechanical and electrical systems and equipment as required under the individual specifications sections and in accordance with the provisions of Section 01 6000 - Product Requirements, as applicable to:
 - 1. Electrical control switches, panels, fans, motors, etc.
 - 2. Miscellaneous equipment operation.
 - 3. Other systems as required.
- B. Record drawings, operation and maintenance manuals, warranties, guarantees and bonds.
- C. Contractor's affidavit that spare parts and maintenance materials have been delivered to the facilities department of the County.
- D. Submit satisfactory evidence using the latest editions of the following forms, unless otherwise stipulated by the County, showing that all labor employed on the project has been paid in full and that all materials and/or equipment and incidentals used directly or indirectly in connection with the project have been paid for in full and that no claims are outstanding against the work.
 - 1. Contractor's Affidavit of Payment of Debts and Claims (A.I.A. Document G706), Conditional Final Releases of Lien.
 - 2. Contractor's Affidavit of Release of Liens (A.I.A. Document G706A).
 - 3. Consent of Surety Company to Final Payment (A.I.A. Document G707).
- E. The Contractor is to submit a list of all Subcontractors used for this project and include their address, telephone number and email for use by the County during the warranty period.
- F. Provide all submittals, approvals and certificates required by governing authorities for this project and submit a final statement of accounting giving total adjusted contract sum, previous payments, and sum remaining due.

1.7 RECORD DRAWINGS

- A. Keep record drawings current and do not permanently conceal any work until required information has been recorded.

B. Procedure:

1. During the progress of the work, the Contractor's Superintendent will be responsible for recording any changes in the drawings.
2. Upon completion of the work, this data shall be transferred to a clean copy of the original drawings and submitted to the County.

1.8 OPERATION AND MAINTENANCE MANUALS

- A. Provide Operation and Maintenance Manuals for: Equipment and controls, electrical equipment and controls and as specified in individual specification sections.
- B. Submit in electronic PDF format.
- C. Provide a separate volume for each system with a table of contents and index tabs for each volume.
 1. Part 1: Directory, listing names, addresses and telephone numbers of: Architect, Contractor and Subcontractor.
 2. Part 2: Operation and maintenance instructions arranged by system. For each system give names, addresses and telephone numbers of Subcontractors and Suppliers. List: appropriate design criteria, list of equipment, parts list, operating instructions, maintenance instructions, equipment, maintenance instructions, finishes, shop drawings and product data and warranties.

1.9 WARRANTIES, GUARANTEES AND BONDS

- A. Execute Contractor's applicable documents and assemble documents executed by Subcontractors, Suppliers and Manufacturers.

1.10 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts and maintenance materials in quantities specified in individual specifications sections, in addition to that used for construction of work. Coordinate with County and deliver to project site.

1.11 CORRECTION DURING CONTRACTOR'S ONE YEAR GUARANTEE PERIOD

- A. Contractor to report to the proper officials regarding corrections to be made after job completion.
 1. County will notify Contractor of deficiency.
 2. Contractor to accomplish agreed upon corrective measures and notify the County and secure a release on the item.

END OF SECTION

SECTION 02 4119
SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

- 1.1 **WORK INCLUDED:** This section covers the furnishing of labor, equipment, materials and resources to accomplish:
- A. The contractor is to coordinate with the County during the demolition work and adjust their schedule with the County's requirements.
 - B. Complete wrecking of areas and the removal and disposal of demolished materials.
 - C. It is the responsibility of the contractor to review the Contract Documents and remove items identified or required to accomplish the new construction. Interference with new construction encountered after the completion of demolition work is to be remedied by the contractor at no expense to the County.
- 1.2 **RELATED REQUIREMENTS**
- A. Refer to Division 00 and 01 Sections of these specifications.
 - B. Work is to be carried out in accordance with OSHA Regulations and other governing codes.
- 1.3 **RELATED WORK**
- A. Section 01 0145 - Cutting and Patching.
- 1.4 **SUBMITTALS:** Submittals during construction are to be made in accordance with Section 01 3300. In addition, the following information is to be provided.
- A. Demolition Schedule: Submit proposed methods and operations of temporary shoring and demolition for review prior to the start of work. Include the coordination for shut-off, capping and continuation of utility services as required.
- 1.5 **JOB CONDITIONS**
- A. Occupancy: Areas to be demolished are to be vacated and discontinued in use prior to the start of the work.
 - B. Condition of Structures: The County assumes no responsibility for the actual condition of structures to be demolished. The contractor is to field verify areas and remove as required.
 - C. Partial Removal: Salvaged items are to be transported from the site as they are removed.
 - D. Protections: Ensure the safe passage of people around and in the area of demolition. Conduct operations to prevent injury to people, adjacent buildings, structures and other facilities.
 - E. Damages: Repair damages caused to adjacent facilities by demolition operations at no cost to the County.

PART 2 - PRODUCTS

2.1 **GENERAL**

- A. Provide materials suitable and in adequate quantity required to accomplish the work.

PART 3 - EXECUTION

3.1 DEMOLITION

- A. **Pollution Controls:** Comply with governing regulations pertaining to environmental protection. Clean adjacent areas and improvements of dust, dirt and debris caused by demolition operations and as directed by the County.

3.2 DISPOSAL OF DEMOLISHED MATERIALS

- A. **General:** Remove from the site debris, rubbish and other materials resulting from demolition operations and dispose of in an approved location.
- B. **Title to Materials:** Title to materials and equipment to be removed, except as specified and/or noted otherwise, is vested in the contractor upon receipt of the Notice to Proceed. The County will not be responsible for the condition or loss of, or damage to, such property after Notice to Proceed. Materials and equipment are not to be viewed by perspective purchasers or sold on the site. Salvage items are to be transported from the site as they are removed.
- C. **Salvaged Materials and Equipment:** Remove materials and equipment as indicated to be removed by the contractor and that are to remain the property of the County and deliver to a storage site as directed by County. Remove items in a manner that will prevent damage.

3.3 CLEANUP

- A. **Debris and Rubbish:** Remove and transport debris and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas.
- B. **Regulations:** Comply with applicable Federal, State and local hauling and disposal regulations.

END OF SECTION

SECTION 05 5000
METAL FABRICATIONS

PART 1 - GENERAL

- 1.1 WORK INCLUDED: This section covers the work necessary to furnish and install:
- A. Miscellaneous metal fabrications and castings.
 - B. Anchoring systems.
 - C. Angle framing.
 - D. The tabulation of items is not intended to be all-inclusive. It is the Contractor's responsibility to provide all metal fabrications and castings shown or which can reasonably be inferred as necessary for the completion of this project.
- 1.2 RELATED REQUIREMENTS
- A. Refer to Division 00 and 01 Sections of these specifications.
- 1.3 REFERENCES
- A. ASTM standards and test procedures.
 - B. AWS D1.1 - Structural Welding Code.
- 1.4 SUBMITTALS
- A. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners and accessories of miscellaneous metal fabrications and castings.
 - B. Manufacturer's Mill Certificate: Submit certification that products meet or exceed specified requirements.
- 1.5 FIELD MEASUREMENTS
- A. The contractor is to verify all dimensions, make any field measurements necessary and be fully responsible for accuracy and layout of work. The contractor is to review the drawings and any discrepancies are to be reported for clarification prior to starting fabrication.

PART 2 - PRODUCTS

- 2.1 MANUFACTURERS
- A. The use of a manufacturer's name and specification number is for the purpose of establishing the standard of quality and general configuration desired only. Products of other manufacturers, meeting the requirements specified, will be considered.
 - B. Like items of material or equipment are to be the end products of one manufacturer in order to achieve standardization for appearance, operation, maintenance, spare parts and manufacturer's service.
- 2.2 MATERIALS: Unless otherwise shown or specified, conform to the following:
- A. Steel Sections: ASTM A36.

- B. Steel Tubing: ASTM A500, Grade B.
- C. Pipe: ASTM A 501 OR ASTM A53, types E or S, grade B, schedule 40.
- D. Bolts, Nuts and Washers: ASTM A325.
- E. Anchor Bolts: ASTM A307, or A36.
- F. Welding Materials: AWS D1.1; type required for materials being welded.
- G. Stainless Steel
 - Bars and Shapes: ASTM A 276, type 316.
 - Steel Plate, Sheet and Strip: ASTM A 167, type 316.
 - Bolts: ASTM A 193, type 316.
 - Nuts: ASTM A 194, type 316.
- H. Aluminum, Structural Shapes and Plates: Alloy 6061-T6, or 6063-T6, ASTM B209.
- I. Galvanized Bolts: ASTM A 307, A 153.
- J. Cast Iron: ASTM A 48, class 30.
- K. Shop and Touch-Up Primer: Rust-inhibitive primer single packaged steel primers with anti-corrosive pigment loading; may be alkyd, vinyl epoxy ester, chlorinated rubber; 40% volume solids minimum.
- L. Isolation Coating: Single-component, bituminous paint, 68% minimum solids by volume, brush applied, on coat.

2.3 SHOP PAINT PRIMER

- A. Prepare ferrous metal surfaces in accordance with SSPC SP-2 or SP-3; insure that all oil, grease, dirt, loose rust, mill scale and other foreign substances are removed from all surfaces.
- B. Shop prime; do not prime at welds, bolts and where embedded in concrete. Apply one coat of rust-inhibitive primer at 2 mils minimum dry film thickness.

2.4 GALVANIZING

- A. Galvanizing of steel plates, shapes, bars (and products fabricated from these items) are to conform to ASTM A123. Pipe, welded or seamless steel, to conform to ASTM A120. Material thinner than 1/8 inch to be either galvanized before fabrication in conformance with the requirements of ASTM A525, coating designation G 210, or after fabrication in conformance with the requirements of ASTM A123.
- B. All welded areas to be thoroughly cleaned prior to galvanizing to remove all slag or other material that would interfere with the adherence of the zinc coating. When it is necessary to straighten any sections after galvanizing, such work to be performed without damage to the zinc coating.
- C. Components of bolted assemblies to be galvanized separately before assembly.

2.5 ANCHORING SYSTEMS

- A. Wedge Anchors: Stainless steel, manufactured by ITT Phillips Drill Division or Hilti Kwik-Bolt, stud type, manufactured by Hilti, Inc.; or equal. Furnish sizes required to develop full strength of materials being anchored or connected.
- B. Expansion Anchors: Expansion anchors are not to be used except in dry areas where future corrosion is not a problem. In wet or damp areas, use wedge anchors. Self-drilling anchors, snap-off type or flush type. ITT Phillips Drill Division or Hilti HDI Drop-In Anchors, Hilti, Inc.; or equal. Plastic anchors not allowed.

- C. Toggle Clamps: Toggle clamps to be stainless steel and designed similar to series 235-USS, manufactured by De-Sta-Co, Division of Dover Corporation; series CL-351-TC, manufactured by Carr Lane, or equal.

2.6 ANGLE FRAMING

- A. Provide all angle framing required for the support of equipment and other construction. All angles to be galvanized.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Make provision for erection loads with temporary bracing. Keep work in alignment.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates to appropriate trades.

3.2 WORKMANSHIP

- A. Workmanship of all metal fabrications and castings are to be the highest grade and equal to the best practice of modern shops for the respective work. Provide all necessary rabbets, lugs and brackets so that the work can be assembled in a neat, substantial manner. Conceal fastenings where practical. Drill metal fabrications as required for attaching hardware or other materials; torch cut holes are not permitted. Weld connections, unless otherwise shown or required.

3.3 ELECTROLYTIC PROTECTION

- A. Where aluminum is in contact with dissimilar metals, or to be embedded in masonry or concrete, protect surfaces with isolation coating. Allow paint to dry before installation of the material. Protect painted surfaces during installation; should coating become marred, prepare and touch up surface per paint manufacturer's instructions.

3.4 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Install in accordance with the shop drawings. Perform field welding and erection work by skilled mechanics. The completed installations are to be rigid, substantial and neat in appearance. Erect structural steel in accordance with the applicable portions of AISC code of standard practice.
- C. Install pre-manufactured and prefabricated products in accordance with manufacturers' instructions.
- D. Touch-up Painting: Immediately after erection, clean field welds, bolted connections and abraded areas of the shop paint primer. Apply touch-up paint primer by brush or spray which is the same thickness and material as that used for the shop paint primer.
- E. Galvanizing Repair: Galvanized surfaces that are abraded or damaged at any time after the application of the zinc coating are to be repaired by solvent cleaning followed by hand or power tool cleaning the damaged areas, removing all loose and cracked coating; after which the cleaned areas are to be painted with two coats of galvanizing repair paint.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 - GENERAL

- 1.1 **WORK INCLUDED:** This section covers the work necessary to furnish and install:
- A. All Field Painting. It is the intent that the Painting Contractor is to be responsible for painting or finishing of new exposed structural steel framing and miscellaneous framing, whether specifically mentioned or not, except where scheduled and/or specifically noted otherwise on the Drawings.
 - B. The painting of any exposed steel fabrications and shop primed metal surfaces after erection are included.
 - C. Certain items are manufactured prefinished and except for spot touch up of damaged areas, are not to be again painted. The damaged areas which cannot be touched up without noticeable differences between the manufacturer's finish and field finished areas, and items which have been prefinished in colors other than that specified are to be brought to attention for determination of treatment to be used, if any, to correct the situation.
 - D. Color selections are to be submitted for review / verification / selection during submittal phase of construction.
- 1.2 **RELATED REQUIREMENTS**
- A. Refer to Division 00 and 01 Sections of these specifications.
- 1.3 **SURFACES NOT REQUIRING PAINTING:** Unless otherwise specifically scheduled and/or indicated, the following areas or items will not require painting:
- A. Nonferrous and corrosion-resistant ferrous alloys such as copper, bronze, aluminum, chromium plate and stainless steel, except where required for insulation between dissimilar metals and aluminum.
- 1.4 **QUALITY ASSURANCE**
- A. Painting Contractor: To be regularly engaged in the application of paints and coatings specified and have previous experience within the last three years on projects similar in scope. Upon request, submit evidence of qualification compliance with references.
- 1.5 **SUBMITTALS**
- A. Product Data: For each paint system used, submit paint or coating manufacturers' technical product data sheets, including application instructions and paint colors available for each product used. The information is to be submitted on a system-by-system basis.
- 1.6 **ENVIRONMENTAL CONDITIONS**
- A. Paints and coatings are not to be applied in extreme heat, ambient temperatures below 40 degrees F., or relative humidity in excess of 90 percent, unless otherwise recommended by the paint or coating materials manufacturer, nor in dust, smoke-laden atmosphere or damp weather.
- 1.7 **DELIVERY, STORAGE AND HANDLING**
- A. All materials are to be delivered to the project site in unopened containers that show the designated name, date of manufacture, color and name of manufacturer. Paint and coating materials are to be

stored in a suitable protected area that is heated or cooled as required to maintain temperatures within the range recommended by the paint or coating manufacturer.

- B. Paint and coating material are to be kept sealed when not in use.
- C. Store paint materials at minimum ambient temperature of 45 degrees F. and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturers' instructions.
- D. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.8 SAFETY

- A. Painting is to be performed in accordance with the safety recommendations of the applicable paint or coating materials manufacturer; with the safety recommendations of the National Association of Corrosion Engineers contained in the publication "Manual for Painter Safety"; and with applicable Federal, State and local agencies having jurisdiction.

1.9 GUARANTEE

- A. The Contractor is to provide a guarantee against defects in materials and workmanship for a period of two years from the date of Substantial Completion. Any defects occurring during this warranty period are to be repaired at no cost to the County. This guarantee is to include, but not be limited to, blistering, peeling, cracking, sagging, flaking, chalking or alligating.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products of Sherwin-Williams are approved. Equal products will be considered.

2.2 FILM THICKNESS

- A. Coverage is listed as either total minimum dry film thickness in mils (MDFT); or the spreading rate in square feet per gallon (SFPG). Per coat determinations are listed as MDFTPC or SFPGPC. The number of coats is the minimum required irrespective of the coating thickness. Additional coats may be required to obtain the minimum required paint thickness, depending on method of application, differences in manufacturers' products and atmospheric conditions. Maximum film build per coat is not to exceed the coating manufacturer's recommendations.

2.3 PAINT AND COATING MATERIALS

- A. Accessory Materials: Shellac, turpentine, linseed oil, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, are to be commercial quality and as recommended by the manufacturer of the applicable paint or coating materials.
- B. Structural Steel Framing: One coat of primer equal to Pro-Cyrl Universal Primer and two coats of finish equal to DTM Acrylic Coating, as manufactured by Sherwin-Williams.

2.4 COLORS

- A. Color selections will be made during construction submittals.
- B. Where more than one coat of paint or coating material is applied within a given system, color is to be tinted slightly differently, but in the same hue as top coat to provide a visual reference that the required coats have been applied.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Beginning of paint and coating application means acceptance of surfaces.

3.2 PREPARATION

- A. Remove electrical plates, hardware, light fixture trim and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Galvanized and Other Non-Ferrous Metal Surfaces: Remove surface contamination and oils and wash with solvent.
- F. Uncoated Steel Surfaces: Remove grease, scale, dirt and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting and clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts and nuts are similarly cleaned.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.

3.3 PROTECTION

- A. Protect elements surrounding the work from damage or disfiguration. Repair damage to other surfaces caused by work.
- B. Furnish drop cloths, shields and protective methods to prevent spray or droppings from disfiguring other surfaces. Remove empty paint containers from site.

3.4 APPLICATION

- A. General: Paint and coating manufacturers' instructions for applying each type of paint or coating are to be furnished prior to application. Apply all paints and coatings in accordance with the paint manufacturers' recommendations. Sufficient time is to be allowed between coats to assure thorough drying and/or curing of previously applied paint or coatings.
- B. Damaged Coatings: Damaged coatings, pinholes or holidays are to have the edges feathered and repaired in accordance with the recommendations of the paint manufacturer.
- C. Unsatisfactory Application: If the item has an improper finish color or insufficient film thickness, the surface is to be cleaned and top coated with the specified paint material to obtain the specified color and coverage. Specific surface preparation information to be secured from the paint or coating manufacturer. Work is to be free of runs, bridges, shiners, laps or other imperfections. Evidence of these conditions may be cause for rejection.

3.5 CLEANING

- A. All cloths and waste that might constitute a fire hazard are to be placed in closed metal containers or destroyed at the end of each day.

- B. Upon completion of the work, all staging, scaffolding and containers are to be removed from the project site. Paint spots, oil or stains upon adjacent surfaces are to be completely removed and the entire job left clean.

END OF SECTION

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number
2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]
whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

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

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

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and

correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the solicitation response.

In order to have a drug-free workplace program, a business shall:

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____. Said entity is submitting this proposal/offer to

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.