

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

| Today's Date: | 8/17/2016 | | _Meeting Date: | 9/6/2016 |
|------------------|---------------|-----------|----------------|------------|
| Name: | Ray Hill | | _Department: | Purchasing |
| Division Manager | 's Signature: | Ben Scatt | | |

1. Nature and purpose of agenda item:

Approve bid award and contract for Bid No. 2016-O Library Re-Roof to low bidder Childers Roofing and Sheetmetal in the amount of \$131,000

2. Recommended Motion/Action:

There is no recommended motion or action.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 302-7100-571-3046

BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY

AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

| Today's Date: <u>8/17/16</u> | Meeting Date: 9/6/17 | |
|--|--|------------------------------|
| Name: Ray Hill | Department: Purchasing | |
| Division Manager's Signature | : | |
| 1. Nature and purpose of age | nda item: Approve bid award and contract for Bid No. 201 | 6-O Library Re-Roof |
| to low bidder Childers Roofing and | Sheetmetal in the amount of \$131,000 | |
| | | |
| Attach any correspondence ir memorandums, etc. | nformation, documents and forms for action i.e., | contract agreements, quotes, |
| 2. Fiscal impact on current bu | ldget. | |
| Is this a budgeted item? | □ N/A | |
| | ✓ Yes Account No. <u>302-7100-571-3046</u> | |
| | \square No Please list the proposed budget amer | dment to fund this request |
| Budget Amendment Number: | | |
| <u>FROM</u> | <u>TO</u> | AMOUNT |

For Use of County Manger Only:

[] Consent Item [] Discussion Item

BOARD OF COUNTY COMMISSIONERS · COLUMBIA COUNTY

Memo

Date: 8/17/16

To: Board of Commissioners

From Ray Hill, Purchasing Director

RE: Bid No. 2016-O Main Library Re-Roof

I am requesting award of Bid No. 2016-O, Main Library Re-Roof to low bidder Childers Roofing and Sheetmetal . I have attached the Bid Tabulation for your review.

BOARD MEETS FIRST THURSDAY AT 5:30 P.M. AND THIRD THURSDAY AT 5:30 P.M.

BID TABULATION BID NO. 2016-O <u>Columbia County Library Re-Roof</u>

| Company | Bid Amount |
|-------------------------------|------------|
| Jenkins Roofing | \$137,617 |
| Childers Roofing & Sheetmetal | \$131,000 |
| Advanced Roofing | \$138,410 |
| O'Neal Roofing Company | \$146,624 |
| Old World Craftsmen | \$264,000 |

C. Ray Hill Purchasing Director

BID FORM

TO:

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

PROJECT: COLUMBIA COUNTY LIBRARY ROOF REPLACEMENT AND REPAIRS 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: <u>Me hundred thir the seven the userbollars</u> (\$ 137, 617 ° 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 agrees, that this Proposal shall remain valid 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 enter into a written Contract with the Owner in accordance with the accepted bid.

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

| ADDENDUM NO. DATED: 78 | 2014 | Addendum 3 da | Led 7 20 14 |
|--|--------------|--|-------------|
| ADDENDUM NO. 2 DATED: 7 II | 2016 | | |
| In witness, the Bidder has set his signature this day of | | | |
| (FIRM NAME) | J.Inc. | (SEAL) | |
| BY: | \geq | EMid + Jenkins, (Typed Name and Title | President |
| Certificate Number and Type CCO 513 | 354 as issue | | |
| EMiot Jenkin (Name of Holder Representing Firm) | 4 | | by the |

(Name of Holder Representing Firm)

State of Florida Construction Industry Licensing Board.

Columbia County Public Library Roof Replacement and Repairs Lake City, Florida

kail partners KP Project No. 1623 Bid Form 00 4113 - 1

BID FORM

- TO: COLUMBIA COUNTY, FLORIDA POST OFFICE BOX 1529 LAKE CITY, FLORIDA 32056-1529
- PROJECT: COLUMBIA COUNTY LIBRARY ROOF REPLACEMENT AND REPAIRS 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: One Hundred Thirty One Thousand DOLLARS (\$131,000)

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 agrees, that this Proposal shall remain valid 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 enter into a written Contract with the Owner in accordance with the accepted bid.

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

ADDENDUM NO. 1 DATED: July 8, 2016

ADDENDUM NO. 2 DATED: July 11, 2016

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

| this | 28th | day of _ | July | | ı | 20 <u>1</u> | 6 | | | |
|----------------|----------------------|----------|--------|-------|-------|--------------------|------------|--------|--------|------|
| CHILDERS | ROOFING AND | SHEET | METAL, | INC | | | | | | |
| (FIRM NAME) | 0 |) | | | (SE | AL) | | | | |
| BY: B | \langle | | | E | Ben 1 | Η. | Childers : | III - | Presic | lent |
| | (Authorized Signa | iture) | | _ | | | (Typed Nar | me and | Title) | |
| Certificate Nu | mber and Type | CC044 | 923as | issue | d to | | | | | |
| Ben H. C | Childers III | | | | | | | | by 1 | the |
| (Name of Hold | der Representing Fir | m) | | | | | | | | |

State of Florida Construction Industry Licensing Board.

BID FORM

TO:

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

PROJECT: COLUMBIA COUNTY LIBRARY ROOF REPLACEMENT AND REPAIRS 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:

One Hundred Thirty Eight Thousand Four Hundred Ten BASE BID:______DOLLARS (\$ 138,410.00)

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 agrees, that this Proposal shall remain valid 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 enter into a written Contract with the Owner in accordance with the accepted bid.

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

ADDENDUM NO. 1 DATED: 7-8-2016 ADDENDUM NO. 3 DATED: 7-20-2016

ADDENDUM NO. 2 DATED: 7-11-2016

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

| this 27th day ofJuly | , 20 <u>16</u> . |
|---|------------------------------|
| Advanced Roofing, Inc. | |
| (FIRM NAME) | (SEAL) |
| BY: Solt | Jason Carruth/Vice President |
| (Authenzed Signature) | (Typed Name and Title) |
| Certificate Number and Type CCC024413 Roofing | s issued to |
| Robert P. Kornahrens | by the |
| (Name of Holder Representing Firm) | |
| State of Florida Construction Industry Licensing Boar | d. |
| | |
| | |

Columbia County Public Library Roof Replacement and Repairs Lake City, Florida

kail parrners **illi** KP Project No. 1623 Bid Form 00 4113 - 1

BID FORM

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

PROJECT: COLUMBIA COUNTY LIBRARY ROOF REPLACEMENT AND REPAIRS 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: One Hundred. Fourty Six Thousand. Six Hundred & Twenty Four DOLLARS (\$ 146,624.00)

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 agrees, that this Proposal shall remain valid 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 enter into a written Contract with the Owner in accordance with the accepted bid.

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

ADDENDUM NO. 1 DATED: July 8, 2016 ADDENDUM NO. 3 DATED: July 20, 2016

ADDENDUM NO. 2 DATED: July 19, 2016

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

this 28th _____ day of _____ July ____, 20<u>16</u>.

O'Neal Roofing Company (FIRM NAME)

(SEAL)

BY: Jahn W. Min (Authorized Signature)

John W. O'Neal President (Typed Name and Title)

Certificate Number and Type <u>CCC 016346</u> as issued to

John W. O'Neal (Name of Holder Representing Firm)

State of Florida Construction Industry Licensing Board.



KP Project No. 1623 Bid Form 00 4113 - 1

by the

BID FORM

TO:

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

PROJECT: COLUMBIA COUNTY LIBRARY ROOF REPLACEMENT AND REPAIRS 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: Two hundred sixty-four thousand ~ DOLLARS (\$ 264,000.00)

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 agrees, that this Proposal shall remain valid 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 enter into a written Contract with the Owner in accordance with the accepted bid.

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

ADDENDUM NO. 1 DATED: Jaly 8, 2016 ADDENDUM NO. 2 DATED: 34(911, 2016)354(926, 2016)In witness, the Bidder has set his signature and affixed his seal _____day of <u>July</u>, 20<u>Ka</u>. this <u>28</u> Old World Craftsmen Fac (FIRM NAME) (SEAL) Jundarp Jeff Ganskop president (Typed Name and Title) BY: Jang

Certificate Number and Type $\underline{CCOS7557}$ as issued to

Jeffrey Lee Ganskop (Name of Holder Representing Firm)

by the

State of Florida Construction Industry Licensing Board.

Columbia County Public Library Roof Replacement and Repairs Lake City, Florida



KP Project No. 1623 Bid Form 00 4113 - 1

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July 29, 2016

C. Ray Hill Purchasing Director Columbia County Board of County Commissioners P.O. Box 1529 Lake City, Florida 32056-1529

Re: Columbia County Public Library Roof Replacement and Repairs CCBCC Bid No. 2016-0 Columbia County Board of County Commissioners Lake City, Florida Architect's Project No. 1623

Mr. Hill,

A total of five bids were received on the above project on Thursday, July 28, 2016. We recommend Childers Roofing & Sheetmetal, Jacksonville, Florida be awarded the construction contract in the amount of \$131,000.00.

Since the bid opening, Childers Roofing & Sheetmetal Representative and I have discussed their bid and they have indicated confidence in it and expressed enthusiasm for the project.

If you need additional information from us concerning the bid recommendation then please let us know.

Sincerely, Kail Partners Architecture & Interiors

unge/

Daniel Kail, Architect, LEED GA Florida AR0017039 – NCARB 52880 352-871-4935 or <u>danny@kailpartners.com</u>

PO Box 359055 Gainesville, Florida 32635-9055

Architecture 352-871-4935 danny@kailpartners.com

Interiors 352-328-9698 Iudivine@kailpartners.com

www.kailpartners.com



ATTACHMENT NO. 1

COLUMBIA COUNTY, FLORIDA

LAKE CITY, FLORIDA

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, made this _____ day of ______ in the year Two Thousand and <u>Sixteen</u> 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:

Childers Roofing and Sheet Metal, Inc., whose mailing address is 141 Watts St., Jacksonville, Florida 32204

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 Columbia County Public Library – Roof Replacement and Repairs, Lake City, Florida, Architect's Project No. 1623, 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 Columbia County Public Library – Roof Replacement and Repairs, Lake City, Florida, Architect's Project No. 1623, 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 Owner/Contractor Contract within five calendar days from date of receipt and return to the Owner 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 Owner liquidated damages as follows:

If the Project is not Substantially Completed, the Contractor shall pay to the Owner 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 Owner as liquidated damages, Two Hundred Dollars per calendar day past Final Completion date.



ARTICLE 4

CONTRACT SUM

The Owner 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

One Hundred and Thirty-One Thousand DOLLARS (\$131,000.00)

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 Owner 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. Owner 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 Owner may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as 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 Owner 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 Owner 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 Owner 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 Owner when agreed upon by the parties.

- b. After such time as the Contract work reaches or exceeds 50% completion, the Owner 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 plus ninety-five percent (95%) of the portion of suitably stored at the site or at a location suitable to Owner 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 Owner or Contractor.
- d. The Contractor has fourteen days from the date the Owner 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 Owner, liquidated damages for each calendar day of such delay will be assessed. The Contractor will be liable for and shall pay the Owner such amount. Waiver of this provision shall be approved by the Owner. When final punch list items have been completed to the satisfaction of Owner 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 Owner 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 Owner, or other collateral satisfactory to the Owner, to indemnify the Owner 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 Owner, 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 Owner 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 Owner 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 Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between persons or entities other than the Owner 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 Owner 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 Owner's representative is:

Tommy Matthews, Columbia County Building & Zoning Columbia County, Florida Lake City, Florida (386) 758-1039 - Telephone

6.4 The Contractor's representative is:

| Name and Title: | |
|------------------|--|
| Name of Company: | Childers Roofing and Sheet Metal, Inc. |
| Address: | 141 Watts St., Jacksonville, Florida 32204 |
| Telephone: | (904) 696-8550 |

6.5 The Contractor's representative shall not be changed without notice to, and approval of, the Owner.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

- 7.1 The Specifications are those contained in the Project Manual; see Exhibit A and incorporated by reference.
- 7.2 The Drawings are as follows and are dated June 27, 2016. See Exhibit B and incorporated by reference.
- 7.3 The Addenda, if any, (to be provided after bid opening) are as follows:

| <u>Number</u> | Date | Pages |
|---------------|---------------|----------------------|
| One | July 8, 2016 | One |
| Two | July 11, 2016 | One |
| Three | July 20, 2016 | One with Attachments |



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 Owner.

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



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 | Payn | nent No |
|---|-----------------------------|--|---|
| CONTRACTOR: | | | |
| CONTRACT FOR: | ROOF RE LAKE CIT | IA COUNTY PUBLIC LIBRAR EPLACEMENT AND REPAIRS TY, FLORIDA ECT'S PROJECT NUMBER: 16 | |
| Original Contract Sur Adds to Date Total Deducts to Date Adj. Contr. Sum | n \$ \$ \$ \$ | Contract Time Authorized Ext Pending Requests Time Lapsed To Date | Calendar Days |
| WORK PERFORMED MATERIAL SUITABL (Itemized list of mater TOTAL TO DATE Less Retainage Less Previous Payme | Y STORED rials attached) | \$ \$ \$ \$ | |
| 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 his 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:(Notarized Signature Required) | _(Printed Name) |
|-------|---|-----------------|
| Date: | Notary: | |
| | | |

Columbia County Public Library Roof Replacement and Repairs Lake City, Florida



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:_____

Owner:_____

(Authorized Signature)



ATTACHMENT NO. 3

EQUAL OPPORTUNITY

CERTIFICATE OF COMPLIANCE

PROJECT TITLE:

COLUMBIA COUNTY PUBLIC LIBRARY ROOF REPLACEMENT AND REPAIRS COLUMBIA COUNTY, FLORIDA LAKE CITY, FLORIDA ARCHITECT'S PROJECT NO. 1623

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

Ву: ____

Name / Title

Date:



ATTACHMENT NO. 4

SUPPLEMENTARY CONDITIONS

- 1. <u>Conditions of the Contract</u> 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 Drawings** The Drawings applicable to this work are titled:

Columbia County Public Library Roof Replacement and Repairs

Dated: June 27, 2016

Prepared by:

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

The Drawings accompany these Specifications and become a part of. The applicable Drawings consist of the sheets listed on Sheet G-1, Sheet Index.

The Contractor shall purchase sets of Drawings and Project Manual as required of his use and the use of the Subcontractors on the project.

- 3. <u>Contract Time</u> 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. <u>Notice to Owner</u> If a Subcontractor or supplier files a Notice to Owner under the Florida Lien Law, the Owner will notify the Contractor of its receipt. Payment request delivered subsequent to receipt of that Notice to Owner 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 Owner and his Insurance Counselor such insurance as will protect him from claims, which may rise out of or result from the Contractor's operations under the Contract, whether such operations be by himself 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 Owner 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 his 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 Owner with Certificate of Insurance evidencing that Owner 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 Owner with Certificate of Insurance prior to beginning any work.
- b)i <u>Workers' Compensation</u>:

| State, Florida Statutes | Statutory |
|-------------------------|-----------|
| Applicable Federal | Statutory |
| Employer's Liability | \$200,000 |

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 Owner 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 Owner's Protective Liability:

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

| Bodily/Personal | \$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 Owner 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 Owner 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 Owner 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 Owner. 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 Owner, 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 Owner, 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 Owner, the Contractor, Subcontractors and Sub-subcontractors in the work.
- c) The Contractor shall file a copy of policies with the Owner and the Architect.
- d) The Owner 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 Owner as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors. In waiving rights of recovery under terms, the term "Owner" shall be deemed to include his employees and the Architect, and its employees as the Owner'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.

