

**STANDARD CONSTRUCTION
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA**

AND

JNB Contracting, LLC

**FORM B: Construction
B_CTY.2020.docx
(Revised 2020)**

**AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND
JNB Contracting, LLC
FOR CONSTRUCTION**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida ("County"), with administrative offices at 221 South Palafox Place, Pensacola, Florida 32502, and JNB Contracting, LLC, a Limited Liability Company for profit ("Contractor"), FEI/EIN 82-3708120, with a principal address of 381 N Daleville Avenue, Daleville, AL, 36322, relating to the Contractor's performance of all work ("Work") in connection with Hurricane Sally Repairs-Molino Community Center (FEMA), PD 22-23.069 ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

SECTION 1. CONTRACT DOCUMENTS.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including this Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

B. County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

SECTION 2. SCOPE OF WORK

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

SECTION 3. CONTRACT AMOUNT.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor in accordance with the terms of this Agreement the following amount (herein "Contract Amount"): **One Hundred Forty One Thousand, Five Hundred Three Dollars, and Twenty-Three Cents (\$141,503.23)**

SECTION 4. BONDS.

A. Contractor shall provide Performance and Payment Bonds, in the form prescribed in

Exhibit B, in the amount of 100% of the Contract Amount, the costs of which to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better and Class "V" or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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

C. Per §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the Project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

A. Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by Contractor prior to the Commencement Date shall be at the sole risk of Contractor. The Work shall be substantially completed within **One Hundred Twenty (120)** calendar days from the Commencement Date. The Work shall be fully completed and ready for final acceptance by the County within **One Hundred Fifty (150)** calendar days from the Commencement Date (herein "Contract Time"). No work under this contract shall commence until certificates of insurance (see Exhibit A, paragraph 13.2) have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **One Thousand Forty-Five Dollars (\$1045)** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the County issues a Substantial Completion Certificate pursuant to the terms hereof.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is reference to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a

Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED.

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

Exhibit A:	General Terms and Conditions
Exhibit B:	Form of Performance and Payment Bonds
Exhibit C:	Insurance Requirements
Exhibit D:	Form of Release and Affidavit
Exhibit E:	Form of Contractor Application for Payment
Exhibit F:	Form of Change Order
Exhibit G:	Supplemental Terms and Conditions - N/A
Exhibit H:	Plans and Specifications prepared by County and Identified as follows: [N/A]
Exhibit I:	Technical Specifications [N/A]
Exhibit J:	Standard Details ["Solicitation"]
Exhibit K:	Federal Documents
Exhibit L:	Sollicitation Documents Index - N/A

SECTION 7. NOTICES

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

Escambia Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32502
Attn: County Administrator

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

JNB Contracting, LLC
381 N Daleville Avenue
Daleville, AL, 36322
Attention: Travis Holley

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

SECTION 8. MODIFICATION.

No modification or change to the Agreement shall be valid or binding upon the parties unless in

writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS.

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

SECTION 10. GOVERNING LAW.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of the Contract.

SECTION 11. NO WAIVER.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. SEVERABILITY.

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

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness

By: _____
Wesley J. Moreno, County Administrator

Witness

Date: _____

BCC Approved: _____

ATTEST:

CONSULTANT:

By: Shan Sessions
Corporate Secretary

JNB Contracting, LLC, a Limited Liability Company authorized to do business in the State of Florida.

Jane Jones
Witness

By: Travis Holley
Travis Holley, General Manager

Chris Weber
Witness

Date: 04-20-2023

[SEAL



EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

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

1.2. If during the performance of the Work Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

Section 2. INVESTIGATION AND UTILITIES

2.1 Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable

conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

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

3.2. The Progress Schedule shall be updated bi-monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor. **[NOTE: FOR LARGER PROJECTS, THROUGH THE SUPPLEMENTAL CONDITIONS OR TECHNICAL SPECIFICATIONS, COUNTY MAY WISH TO EXPAND UPON THE LEVEL OF DETAIL REQUIRED FOR THE PROJECT SCHEDULE.]**

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E**.

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

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale,

invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit Four (4) copies of each of its Applications for Payment to the County on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5. a) If the Contract Amount is \$200,000.00 or less, the following shall apply: County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment, whichever is less. Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

b) If the Contract Amount is in excess of \$200,000.00, the following shall apply: County shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the County for payment, whichever is less.

Such sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County. At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. This subsection shall not apply if the project is paid, in whole or in part, with federal funds and subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

The County shall not pay or release any amounts that are the subject of a good faith dispute, claim, or demand.

4.6. Monthly payments to Contractor, including the release of any portion or percentage of sums retained prior to final completion of the Project, shall in no way imply approval or acceptance of Contractor's work.

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

4.8. Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

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

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract

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

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as **Exhibit D**, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

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

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a CD/DVD or video tape in VHS in digital format and/or photographs showing the pre-existing conditions located within the limits of construction.

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

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment,

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

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

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS AND MEETINGS

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

- 8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 8.1.2. Soil conditions which adversely affect the Work;
- 8.1.3. The hours of operation by Contractor's and subcontractor's personnel;
- 8.1.4. The number of Contractor's and subcontractor's personnel present and

working at the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site; and
- 8.1.9. A list of all visitors to the Project site.

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

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

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

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely

responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

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

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 10. CHANGES IN THE WORK

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

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

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the

event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

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

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

Section 11. CLAIMS AND DISPUTES

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

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

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

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact to County within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

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

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or

which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Office of Purchasing, P. O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

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

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

13.5. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain severability of interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or

carrier and policy replacements shall reflect the original "retro-date."

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

13.8. Contractor shall submit to County a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-Contractor under the contract documents.

13.9. Duty To Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1. Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the abovenamed laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web

site: <http://www.dhs.gov/E-Verify>.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County.

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

Section 16. ASSIGNMENT

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

Section 17. PERMITS, LICENSES AND TAXES

17.1. All permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of

bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

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

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

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the

Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

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

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a final Certificate for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.2 After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

Hurricane Sally Repairs-Molino Community Center (FEMA), 6450 Highway 95A North, Molino, FL 32577

JNB Contracting, LLC, 381 N Daleville Avenue, Daleville, AL, 36322

Subcontractors, materialmen, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Warranty Period.

Section 22. TESTS AND INSPECTIONS

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

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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

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

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

Section 23. DEFECTIVE WORK

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

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

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

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

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

Section 24. SUPERVISION AND SUPERINTENDENTS

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

Section 25. PROTECTION OF WORK

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

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

Section 26. EMERGENCIES

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

Section 27. USE OF PREMISES

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

Section 28. SAFETY

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

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

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

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

28.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

28.3. The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

28.4. The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 29. PROJECT MEETINGS

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

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(Insert name, address, and phone number of contractor)
_____, as Principal,

and _____,
(Insert full name, home office address and phone number of surety)

as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of _____

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No. _____

(Insert name of project, including legal description, street address of property and general description of improvement)

in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of: PRINCIPAL:

Witnesses as to Principal

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)

located at _____, a surety insurer
(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 223 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called the "County") in the sum of _____ (\$ _____) for payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____ (hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto) for the purpose of

(Insert name of project, including legal description, street address of property and general description of improvement)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____ between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants as defined in Section 255.05(1)(a), Florida Statutes, supplying the Principal with labor, materials or supplies, used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
3. Pays the County for all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of: **PRINCIPAL:**

Witnesses as to Principal

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

Witness

Witness

Witnesses

SURETY:

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

OR

As Attorney In Fact (Attach Power)

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Exhibit C

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

Except for worker's compensation and professional liability, the Offeror's insurance policies shall be endorsed to name Escambia County, Florida Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

The Offeror waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Offeror shall also purchase any other coverages required by law for the benefit of employees.

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Products Liability coverage must be included in the CGL form if the Offeror is manufacturing or providing any product as a distributor for a manufacturer to the County. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate must be in the policy and evidenced by Certificate. **(See Section F. item (5) for more information)**

3) **Business Auto Liability Coverage**

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) **Umbrella Liability Coverage** (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

C. Insurance for Construction Contracts

1) **ALL** construction contracts should include the coverages listed in B. above, plus the following:

2) Even if the contracted work is covered by a Performance bond, all Completed Operations coverage in the General Liability policy should remain in effect until the Florida statute of repose expires (the time for filing claims for faulty/incorrect work.) Limits for larger construction contracts should be at least \$2,000,000 per occurrence, \$4,000,000 annual aggregate.

3) If contract involves any Architectural and/or Design work, **Professional Liability** (including **Design Build Errors & Omissions**) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

4) If contract involves potential pollution risk to the environment from working in, on or beneath the surface of the land (or water) or involves a system such as HVAC or refrigeration that contains a potential pollutant, coverage for **Contractor's Pollution Liability** is required. Policy should cover the Offeror's completed operations and be required to remain in effect up to the statute of repose after project completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Offeror warrants that any retroactive date on the policy applicable to this project precedes the effective date of this contract. Limits for Contractor's Pollution Liability should be at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate but should be increased to reflect the scope and potential severity of the project. If the project involves extensive underground work or near utility lines it should be reflected with requirements for higher limits, for example \$3,000,000 or \$5,000,000.

5) If Drones (or any Unmanned Aircraft) are used on the project, the General Liability coverage **CANNOT** include a Drone/Unmanned Aircraft exclusion. The Offeror warrants that coverage for Drones is contained in the General Liability policy or in an **Aviation Liability** policy which must be provided to the

County. That **Aviation Liability** policy must have limits equal to or exceeding the limits required for the General Liability policy.

6) If contract involves the transportation and disposal of hazardous materials, including but not limited to Asbestos, proof of **Broadened Pollution** coverage on the Commercial Auto policy evidenced by endorsement CA9948 will be required.

7) Contracts for substantial construction projects (new buildings and/or substantial renovations) should include **Builders Risk** and **Owners Protective Liability** coverage. Builders Risk coverage should reflect the entire project cost including soft costs and potential delays. Owners Protective provides coverage for the County during the course of construction for bodily injury and property damage claims arising from the construction project. Limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate for the OPL would be minimums.

8) If the contract involves the lifting by any type of crane or Heli-lift, a **Moving & Rigging Floater** endorsement on the CGL should be evidenced with a copy of the actual endorsement.

9) If the contract involves the installation of property, equipment or materials purchased by the Offeror (in this case Contractor) on behalf of the County to which title will transfer to the County at some point during the period of the Contract, then the Offeror must have in force and provide proof of an **Installation Floater** policy covering the property at the full replacement cost of that property and shall protect the County's interest in said property by naming them as Loss Payee on policy.

D. Insurance for Information Technology Consulting and Professional Services

1) All contracts for Information Technology services should include the coverages listed in B. above, plus the following:

2) **Technology Professional Errors & Omissions** coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

3) **Cyber Liability and Computer Crime/Fraud** coverage which protects the County from the theft of valuable and sensitive data. This coverage should provide coverage for claims by the County against the Contractor and for claims by those individuals that had their data/information compromised. The coverage limits should be \$1,000,000 per occurrence / \$2,000,000 annual aggregate. Higher limits should be considered for contracts with access to the County's servers or facilities containing servers & other computer hardware.

E. Insurance for Services or Work on Waterfront, Marina, Beachfront or Port Area

- 1) Any Submission that involves work to be performed at, over or near any Marina, Beachfront, Port or water's edge should be referred to the Escambia County Risk Manager for review.
- 2) If the contract involves the use of a marine vessel by the Offeror, proof of Protection & Indemnity (Marine Liability) coverage with limits of at least \$1,000,000 per occurrence / \$2,000,000 policy aggregate.
- 3) **Excess Marine Liability** coverage may be used to provide satisfactory (or higher) limits if recommended by Escambia County Risk Manager.
- 4) Proof of Maritime Workers Compensation coverage for employees of Offerors engaged in this work should be provided with limits of at least \$500,000 per occurrence/\$1,000,000 policy aggregate. Depending on the location of the work to be performed, this coverage could include **US Longshore & Harborworkers and/or Jones Act coverage**.
- 5) If the contract involves work which could possibly lead to the release of pollutants or contaminants into any body of water, **Marine Pollution liability** with limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate is required.

F. Endorsements/Additional Insurance to Consider

The County may require the following endorsements or additional types of insurance:

- 1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.
- 2) **Fidelity/Dishonesty/Liability Coverage** – Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.
- 3) **Aviation Insurance** – specifically for contracts involving aviation operations for or on behalf of the County or any construction/repair/replacement of any aviation related property. Specific limits to be determined by Escambia County Risk Manager upon referral to that office.
- 4) **Property insurance** – for any tenants/lessees of County real estate or real property. Special Causes of Loss form required with policy to provide full replacement cost (as specified by Escambia County Risk Manager) and should waive any coinsurance provision. Any deductible in excess of \$1000 per occurrence must be approved by Risk Management.

5) Products Liability Insurance – As referenced in the General Liability section, contracts involving the County purchasing products must have General Liability policies that include Products/Completed Operations coverage. Limits may vary based on the amount and type of product involved. Minimum limits in the GL are \$1,000,000 per Occurrence with a separate Products/Completed Operations Aggregate of \$2,000,000, which is standard. Additional limit requirements can be satisfied with an Umbrella Liability policy consistent with Section B. (4) above. The same Additional Insured and Waiver of Subrogation requirements apply to this coverage.

G. Indemnification (to be included in all submission documents)

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Offeror agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

H. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County
Attention: Abdul Lucy, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

EXHIBIT E

FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT E
CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number _____ PD _____
Date: _____ Dated _____

To: _____

Project Name: _____

You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:

Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	\$ _____	_____
Sum of Previous Changes	\$ _____	_____
This Change Order	\$ _____	_____

Adjusted Agreement Amount	\$ _____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing

Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20__

By: _____
Contractor

By: _____
Architect

By: _____
Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

Exhibit J



Board of County Commissioners Escambia County, Florida

Jeff W. Bergosh
District One

Michael S. Kohler
District Two

Lumon J. May
District Three
Chairman

Robert D. Bender
District Four

Steven L. Barry
District Five
Vice-Chair

Invitation To Bid (ITB)

Hurricane Sally Repairs-Molino Community Center (FEMA) (Re-solicit)

SPECIFICATION NUMBER PD 22-23.069

<p><u>Bids will be received until:</u> April 11, 2023 at 2:00 PM CT</p>	<p><u>Pre-Solicitation Conference:</u> No Meeting</p>
<p>BIDS Must be delivered to Purchasing via Hand Delivered, Courier, USPS, FEDEX, or UPS</p> <p>Escambia County Board of County Commissioners Office of Purchasing 213 Palafox Place, 2nd Floor Pensacola, FL 32502</p> <p><u>THE COUNTY IS NOT RESPONSIBLE FOR LATE BID SUBMISSIONS</u></p> <p><u>LATE BID SUBMISSIONS WILL BE RETURNED UNOPENED</u></p> <p>Bid Opening Audio & Video: Click Here Bid Opening Audio Only: (863) 333-5817 Conference ID: 264 695 81#</p>	<p>No Meeting</p>

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Jeff Bergosh
Michael Kohler
Robert Bender

From:
Jeffrey Lovingood
Director of Purchasing

Assistance:

Kanisha Simmons
Purchasing Coordinator
Tel: 850-595-4982
Email: klsimmons@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Escambia County.

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee firm until such time as the contract is executed by the last party to the transaction.

BID SUBMISSION CHECKLIST

Project Name: **Hurricane Sally Repairs-Molino Community Center (FEMA) – (Re-solicit)**
Solicitation # **PD 22-23.069**

Date of Bid Opening **April 11, 2023** Time: **2:00 PM CT**

- ___ Bid Package with naming convention “PD 22-23.069 Firm Name”
- ___ Bid Submittal Checklist inserted as first page of Bid Package
- ___ Signed Bid Form
- ___ Schedule of Values, Unit Pricing
- ___ References form
- ___ Bid Bond
- ___ Deletion of records form
- ___ E-Verify Certification
- ___ Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes
- ___ Conflict of Interest Form
- ___ Drug-Free Workplace Form
- ___ Information Sheet for Transactions and Conveyances Corporate Identification.
- ___ Scrutinized Companies Certification
- ___ Certificate of Authority to do Business from the State of Florida. **(Sunbiz registration – The person signing the bid form must be listed on Sunbiz registration for FEIN provided)**
- ___ Occupational License (if applicable)
- ___ Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s). (if applicable)
- ___ Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- ___ Form K (FEMA) or other Federal document requirements.
- ___ Proof of registration with the Federal System of Award Management (SAM) (NOTE: leave this in for Federally Funded Bids)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. **FAILURE TO SUBMIT ALL REQUIRED FORMS MAY RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE. Attach this page as the first page of a submission with documents in the order they appear on this form. (All Required Docs Under Escambia County Documents and Forms Page)

Firm: _____
(Print)

By: _____

Title: _____

Signature: _____

Date: _____

SCOPE OF WORK

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This contract is to remove and replace the herein specified damaged components located at the Molino Head Start and Cafeteria, 6450 Highway 95A North, Molino, Florida 32577.

Coordinates:

Head Start - 30°42'58.9"N 87°20'12.7"W

Cafeteria - 30°42'58.9"N 87°20'11.6"W

FEMA DI: 419082

FEMA Project Number: 177921

FEMA PW: 379

GENERAL

1. It is the responsibility of the Contractor to fully investigate the existing conditions and scope recommendations associated with this project prior to submitting a bid.
2. All construction and construction actions shall comply with local, state, and federal safety codes/requirements.
3. Contractor shall supply, receive, off-load, and maintain all materials and equipment needed to support and achieve the work described above.
4. All equipment necessary to perform the work shall be provided by the Contractor. The use of Escambia County's equipment and personnel shall not be permitted.
5. The Contractor shall take necessary precautions to protect the building components and surrounding property from any damage directly or indirectly related to the construction activities. The contractor shall provide necessary construction barriers required to complete the work to protect the Contractors and Escambia County's property and personnel.
6. As this property is used as an education facility, all contractor personnel must pass a State of Florida Level 2 Background Check conducted through the Florida Department of Law Enforcement. The contractor shall be solely responsible for providing written documentation of all personnel on-site proving a successful, clear Level 2 Background Check.
7. The Contractors bid shall include, but not be limited to, mobilization, safety, overhead equipment, materials installation equipment, personnel, and profit fees to perform the work described.
8. The contractor shall verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.
9. Work shall be limited to normal business hours only, unless prior approval is requested, and granted.
10. Contractor shall be responsible for securing all materials staging areas and permits required to perform the work.
11. If manufacturing and delivery of construction materials is greater than 30 days, the Contractor shall provide written notification from the manufacturer and request a change order to the contract time.

12. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.
13. Work shall be completed within 60 calendar days.

Note - Contractor is encouraged to perform a bid walkthrough of the work area to field measure and verify all documented dimensions and component counts. Walkthrough date shall be listed in the bid documents. Square footages listed below are estimates only.

EXISTING CONDITIONS

The Molino Cafeteria and Head Start facility consists of two connected buildings: the Head Start Classroom (5,000 SF) and the Cafeteria (2,500 SF). The Head Start building consists of brick exterior with a flat 1/12 pitch roof. The Cafeteria consists also of a brick exterior, but has a 4/12 pitch, 3-tab shingle roof with gable ends. The structures are connected by an aluminum metal, lighted awning, and concrete sidewalk.

WORK DESCRIPTION

Work includes furnishing all materials, labor, and equipment necessary and required for the completion of the application of internal and external components as indicated on the construction drawings and specified herein. The scope of work includes, but is not necessarily limited to, the following items:

Exterior

1. Replace one-hundred and fifty (150) square feet of painted corrugated aluminum roof paneling where missing along the centrally located covered walkway canopy. Ensure new panel profile, material, and color matches the existing roofing panels as best possible. Mounting points will need to be assessed to determine continued use prior to installation of the new roofing panels.

Head Start

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.
2. Remove and replace five (5) 2' x 4' fine texture mineral fiber lay-in ceiling tiles. Ensure matching or similarly styled ceiling tiles are reinstalled.
3. Remove and replace forty (40) square feet of 10"-R30 unfaced batt insulation.

Cafeteria

1. Remove and replace approximately two-thousand eight hundred (2,800) square feet of wind damaged asphalt shingles and bituminous self-adhered underlayment on the Cafeteria Roof. Install one-hundred and twelve (112) linear feet of asphaltic starter course along the roof's perimeter. Ensure color, material, profile, and dimensions match existing roofing shingles as best possible.
2. Install fifty-eight (58) linear feet of step flashing along rake lines where needed.
3. Detach and reset approximately forty (40) linear feet of aluminum gutter and downspout. Prime and repaint approximately forty (40) linear feet of gutter and downspout. Ensure paint color matches existing color as best possible.
4. Detach and reset (2) through-roof exhaust caps.
5. Remove and replace approximately two-hundred and twenty-five (225) linear feet of drip edge and gutter apron.
6. Prime and paint approximately two-thousand five hundred (2,500) square feet of the ceiling (underside of steel deck) in the Cafeteria Eating Area with two (2) coats of paint. Ensure paint color matches existing color as best possible.
7. Repair two (2) areas of drywall around the door to the Chef's Office. Prime and paint approximately eighty (80) square feet of drywall with two (2) coats of paint. Ensure paint color matches existing color as best possible.

QUALITY CONTROL

The individual designated as the job foreman or superintendent must have a minimum of five (5) years' experience in the relevant trade with specific experience and certification from the manufacturer of the approved components. The designated person must be familiar with the Plans and Specifications, and other documents affecting the technical portion of the work. Copies of these documents must be on the job site and available for reference.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water or ultraviolet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted weekly to the Owner and Consultant. Each report should contain a minimum of:

1. Schedule changes and/or weather-related delays that may affect project completion date; start/end time for the day; number, craft and skill level of workers on site.
2. Compliance of material verification before installation.
3. Inspection of substrates and equipment before application work.
4. Physical condition inspection of all internal components before application work.
5. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, and change orders shall be marked and be immediately reported to the County Construction Manager and removed from the project.

QUALITY ASSURANCE

The contractor shall be responsible for providing the materials manufacturer representative to observe the roof at substantial completion.

END OF SECTION

This contract is to remove and replace the herein specified damaged components located at the Molino Community Center, 6450 Highway 95A North, Molino, Florida 32577.

Coordinates: 30.715895, -87.336764

FEMA DI: 419301

FEMA Project Number: 177960

FEMA PW: 505

GENERAL

1. It is the responsibility of the Contractor to fully investigate the existing conditions and scope recommendations associated with this project prior to submitting a bid.
2. All construction and construction actions shall comply with local, state, and federal safety codes/requirements.
3. Contractor shall supply, receive, off-load, and maintain all materials and equipment needed to support and achieve the work described above.
4. All equipment necessary to perform the work shall be provided by the Contractor. The use of Escambia County's equipment and personnel shall not be permitted.
5. The Contractor shall take necessary precautions to protect the building components and surrounding property from any damage directly or indirectly related to the construction activities. The contractor shall provide necessary construction barriers required to complete the work to protect the Contractors and Escambia County's property and personnel.
6. As this property is used as an education facility, all contractor personnel must pass a State of Florida Level 2 Background Check conducted through the Florida Department of Law Enforcement. The contractor shall be solely responsible for providing written documentation of all personnel on-site proving a successful, clear Level 2 Background Check.
7. The Contractors bid shall include, but not be limited to, mobilization, safety, overhead equipment, materials installation equipment, personnel, and profit fees to perform the work described.
8. The contractor shall verify all existing conditions referred to in the document and take steps necessary for compliance with the recommendations and specific drawing details.
9. Work shall be limited to normal business hours only, unless prior approval is requested, and granted.
10. Contractor shall be responsible for securing all materials staging areas and permits required to perform the work.
11. If manufacturing and delivery of construction materials is greater than 30 days, the Contractor shall provide written notification from the manufacturer and request a change order to the contract time.
12. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers'

recommendations that apply.

13. Work shall be completed within 150 calendar days.

Note - Contractor is encouraged to perform a bid walkthrough of the work area to field measure and verify all documented dimensions and component counts. Walkthrough date shall be listed in the bid documents. Square footages listed below are estimates only.

EXISTING CONDITIONS

The Molino Community Center building site encompasses an approximate 17,678 square foot footprint. Built in 1939, this twelve (12) foot tall one-story structure has a brick veneer cavity wall exterior façade. Lumber beams and columns provide the structural framing for the building, and the roof is an asphalt shingle roof system built on a gable and hip combination roof structure. There are covered concrete walkways between buildings – walkway canopy coverings were observed to be corrugated aluminum panels. Interior finishes are comprised of painted gypsum wallboard on the walls and various floor coverings that include asphalt tiling and lumber tongue and groove flooring.

WORK DESCRIPTION

Work includes furnishing all materials, labor, and equipment necessary and required for the completion of the application of internal and external components as indicated on the construction drawings and specified herein. The scope of work includes, but is not necessarily limited to, the following items:

Library/Auditorium

1. Re-align and reset concealed sprinkler covers.

Librarian Office

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 150 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Library Hall

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 690 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

115 Mechanical Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 90 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Staff Toilet

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 60 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

124 Meeting Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 650 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

South Women's Restroom

1. Remove, replace, and refinish approximately twenty (20) square feet of 5/8" thick gypsum wallboard with a level 4 finish at the drywall bulkhead ceiling area. Repaint all wall repairs with a small excess to ensure complete coverage and a consistent aesthetic. Ensure paint color matches existing wall color as best possible.
2. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 180 sq.ft. lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

South Men's Restroom

1. Remove, replace, and refinish approximately twenty (20) square feet of 5/8" thick gypsum wallboard with a level 4 finish at the drywall bulkhead ceiling area. Repaint all wall repairs with a small excess to ensure complete coverage and a consistent aesthetic. Ensure paint color matches existing wall color as best possible.
2. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 180 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

126 Mechanical Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 60 sq.ft. of lumber

tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Warming Kitchen

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 280 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Room 27

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 50 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Gift Shop

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 160 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Center Museum

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 680 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Reception

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 80 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

North Museum

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 320 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Tutoring Area

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 200 sq.ft. of lumber

tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

102 Storage Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 60 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

North Men's Restroom

1. Remove, replace, and refinish approximately twenty (20) square feet of ½" thick gypsum wallboard with a level 4 finish at the drywall bulkhead ceiling area. Repaint all wall repairs with a small excess to ensure complete coverage and a consistent aesthetic. Ensure paint color matches existing wall color as best possible.
2. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 180 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

106 Sprinkler Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 40 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

103 Office

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 80 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

110 Storage Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 60 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Adult Library

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 1,700 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as

best possible.

South Hall

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 1,700 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Auditorium

1. Walls – See Details Below.
 - a. Remove, replace, and refinish approximately one-hundred and fifty (150) square feet of 5/8" thick gypsum wallboard with a level 4 finish behind the stage on the first floor. Repaint all wall repairs with a small excess to ensure complete coverage and a consistent aesthetic. Ensure paint color matches existing wall color as best possible.
 - b. Apply a bonding agent to 150 SF of the existing stucco walls of the auditorium. Using a period accurate blend (to be determined via analysis) of Portland cement (conform to ASTM C150, Type II (white, non-staining)), sand (conform to ASTM C144), lime (conform to ASTM C207, Type S, Hydrated lime for masonry purposes), and fresh potable water.
 - c. Apply a thin/skim coat of stucco plaster (no lath) to 933 SF of the side and back walls being mindful to match the texture of the existing stucco.
 - d. Once dry, seal and repaint 945 SF of the stucco walls with a period correct paint that matches the existing type of paint used in previous coatings (lime wash or cement-based paint, latex paint, and oil-based paint are considered appropriate coatings). Use a paint that is also compatible with any coating already on the surface. Apply as many coats as needed for a consistent finish.
2. Flooring – See Details Below.
 - a. Remove approximately eighty-four (84) square feet of moisture damaged lumber tongue and groove flooring located behind the stage on the first floor. The lumber subfloor should then be assessed for any adverse moisture damage and removed and replaced if damage is observed. Contactor should include a unit price for lumber deck.
 - b. Install tongue and groove flooring with shiplap ends matching what is existing (installation manner should be identical to the remaining hard lumber flooring).
 - c. The entirety of the lumber stage floor, including the new flooring, should be abraded

(most likely mechanically) per manufacturer recommendations making sure to include overlap onto the existing floor for a smooth transition. Sand away existing finish to ready the surface for a new application of flooring finish.

- d. The flooring should be swept free of all dust particles – vacuuming is recommended to ensure a greater clean – and mop cleaned with an industry standard cleaner.
 - e. Once dry, apply coats of an oil-based polyurethane allowing for the necessary amount of time to pass before applying additional coats (number of coats depends on the sealant used by the contractor but must comply with manufacturer recommendations). Apply the finish across the entire lumber floor. Ensure color, clarity, and finish matches existing flooring as best possible.
 - f. Recommended sealants include the following: Rust-oleum Verathane Ultimate Polyurethane, Rust-oleum Verathane Floor Finish, Minwax Polyurethane, and FixAll Gym Seal.
3. Ceiling - Scrape more than the ceiling and prepare it for paint. Prime and repaint approximately 4600 SF of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

129 Classroom

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 660 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

131 Mechanical Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 60 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

South Museum

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 660 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

130 Storage Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 40 sq.ft. of lumber

tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Copy Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 80 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

North Entry

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 170 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

North Women's Restroom

1. Proper staging of materials. Materials shall arrive onsite in their manufacturers labeling and be kept in a watertight/temperature safe environment prior to installation as per all manufacturers' recommendations that apply.
2. Remove, replace, and refinish approximately twenty (20) square feet of ½" thick gypsum wallboard with a level 4 finish at the drywall bulkhead ceiling area. Repaint all wall repairs with a small excess to ensure complete coverage and a consistent aesthetic. Ensure paint color matches existing wall color as best possible.
3. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 180 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

125 Storage Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 40 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

123 Meeting Room

1. Scrape the ceiling and prepare it for paint. Prime and repaint approximately 480 sq.ft. of lumber tongue and groove ceiling with two (2) coats of paint. Ensure paint color matches existing color as best possible.

Roof

1. Remove and replace twenty (20) wind damaged asphalt shingles on the Library Roof. Ensure color, material, profile, and dimensions match existing roofing shingles as best possible.
2. Remove and replace five (5) linear feet of impact damaged surface mounted counter flashing from around the chimney as per manufacturer recommendations. New aluminum reglet flashing should be installed at the shingle roof to the brick masonry chimney abutment. The reglet should be cut into a mortar joint at a $\frac{3}{4}$ " depth. The reglet cut should then be sealed with an industry standard sealant per manufacturer recommendations. The bottom horizontal leg should be set atop the adjacent shingle. Additional shingles should then be blind nailed atop the bottom horizontal leg of the flashing component.

QUALITY CONTROL

The individual designated as the job foreman or superintendent must have a minimum of five (5) years' experience in the relevant trade with specific experience and certification from the manufacturer of the approved components. The designated person must be familiar with the Plans and Specifications, and other documents affecting the technical portion of the work. Copies of these documents must be on the job site and available for reference.

Proceed with work only when existing and forecasted weather conditions are favorable to permit a unit of work to be installed in accordance with manufacturers and warranty requirements. Do not expose vulnerable materials or building structure components subject to water or ultraviolet damage in quantities greater than what can be weatherproofed during the same day of exposure.

The Contractor shall establish and maintain an inspection procedure to assure compliance of the work with the plans and specifications.

The Quality Control individual shall provide the Owner and Consultant with daily reports in numerical sequence for all calendar days worked during the project.

The reports shall be transmitted weekly to the Owner and Consultant. Each report should contain a minimum of:

1. Schedule changes and/or weather-related delays that may affect project completion date; start/end time for the day; number, craft and skill level of workers on site.
2. Compliance of material verification before installation.
3. Inspection of substrates and equipment before application work.
4. Physical condition inspection of all internal components before application work.
5. Other comments or special occurrences.

Any work or material not in compliance with the plans, specifications, and change orders shall be marked and be immediately reported to the County Construction Manager and removed from the project.

QUALITY ASSURANCE

The contractor shall be responsible for providing the materials manufacturer representative to observe the roof at substantial completion.

END OF SECTION

SOLICITATION SUBMISSION INFORMATION

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Pre-bid activity

All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, email to: Kanisha Simmons at klsimmons@myescambia.com.

All questions or inquiries must be received no later than the last day for questions stated in the solicitation & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Escambia County website at [Escambia County Solicitations \(myescambia.com\)](http://myescambia.com)

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

Preparation of Bid

A bid form is included in these specifications. The bidder shall submit bids in accordance with bid documents. The individual who signs the bid form must be listed on the Division of Corporations website (Sunbiz) for the FEIN provided.

All blanks in the bid documents shall be completed by printing in ink or by computer with the amounts extended, totaled and the bid signed, any blanks in the bid form will be interpreted as a "No Bid" or "No Cost" item. No changes shall be made to the phraseology of the form or in the items mentioned therein Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

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

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

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

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

It is preferred that all physical signatures be in blue ink with the names type or printed below the signature.

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

If the bidder is an out-of-state corporation, the bid shall contain evidence of bidder's authority and qualification to do business as an out-of-state corporation in the State of Florida. As applicable, a state contractor license # for the State of Florida shall also be included on the bid

form. Bidder shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

Submittal of Bid

A bid shall be submitted no later than the date and time prescribed in the Invitation to Bid and shall be accompanied by the bid security and other required documents. Applicable bond documents may be uploaded, but any physical checks presented must be delivered to the Office of Purchasing prior to the Bid Opening. It is the bidder's responsibility to ensure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each bidder's submittal shall include all the items listed on the Bidder's Submission Checklist, in order, with the Checklist on the top of the submission.

Integrity of Documents

Bidders shall use the original bid documents provided by the Escambia County Office of Purchasing and enter information only in the spaces where a response is requested. Bidders may use an attachment to the bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a bidder wishes to propose must be clearly stated in the form of an addendum to the original bid documents.

Withdrawal of Submittals

A bidder may withdraw its bid, either personally or by written request, at any time prior to the scheduled time for Bid Opening.

Interpretation

No oral interpretation will be provided to any Bidder as to the meaning of the drawings or specifications. Every interpretation will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

Bids to Remain Subject to Acceptance

All bids will remain subject to acceptance or rejection by Escambia County for ninety (90) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

Conditional and Incomplete Bids

Escambia County specifically reserves the right to reject any conditional bid.

Addition/Deletion of Item(s)

The County reserves the right to add or delete any item(s) from this bid or resulting contract when deemed to be in the County's best interest.

Specification Exceptions

Specifications are based on the most current literature available. Bidders shall clearly list any change in the manufacturer's specifications that conflict with the bid specifications. Bidders must also explain any deviation from the bid specifications in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with the bid. Failure of the bidder to comply with these provisions will result in the bidder being held responsible for all costs required to bring the equipment in compliance with bid specifications.

Familiarity With Laws

All applicable Federal and State laws, County and municipal ordinances, orders, rules, regulations and General Terms and Conditions of all authorities having jurisdiction over the project shall apply to the solicitation throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

Compliance With Governing Laws and Regulations

The bidder will be required to fully comply with all applicable federal, state, and local regulations.

Solicitation Expenses

The County accepts no responsibility for any expenses incurred by the bidder in the solicitation preparation and submittal, as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the bidder.

Examination of Documents and Site

Before submitting a bid, the bidders shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidders shall also examine all drawings, specifications, addenda, and other relevant documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

Right to Reject Proposal

The County reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

Disqualification of Bidders

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of its bid:

- Submission of more than one bid for the same work from an individual, firm, or corporation under the same or different name. Evidence that the bidder has a financial

- interest in the firm of another bidder for the same work.
- Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant has been reinstated as a qualified bidder.
- Uncompleted work which in the judgment of the County might hinder or prevent the bidder's prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on contracts in effect at the time of issuing the invitation to bid or default under previous contract.
- Listing of the bidder by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

Review of Procurement Documents

Per Section 119.071 (1)(b)-2., Florida Statutes, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Investigation of Bidder

The County may make such investigations, as it deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest. The bidder shall furnish to the County any additional information and financial data for this purpose as the County may request.

Time of Completion

The entire project shall be completed in the time frame specified in the scope of work. The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the

Contract Documents so the County can occupy or utilize the work for the use which it was intended.

The date of substantial completion of the work or designated portion thereof is the date certified by the Engineer when construction is sufficiently complete and approved in accordance with the Contract Documents so the County can occupy or utilize the work for the use which it was intended.

Evaluation of Bids and Award of Contract

Escambia County will review all bids and will provide the recommendation to award to the County Administrator, and the Board of County Commissioners. The County will award the bid to the responsive and responsible firm(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Escambia County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Escambia County reserves its right to reject any or all bids, including without limitation nonconforming, nonresponsive, unbalanced, or conditional bids. The County further reserves the right to reject the bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Escambia County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Form of Agreement

The Contract shall be provided by the Office of Purchasing. The successful bidder shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Risk Manager before the successful bidder may proceed with the work.

Award

Award shall be made on an "all or individual lot" basis.

EXHIBITS

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Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

Except for worker's compensation and professional liability, the Offeror's insurance policies shall be endorsed to name Escambia County, Florida Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

The Offeror waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Offeror shall also purchase any other coverages required by law for the benefit of employees.

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Products Liability coverage must be included in the CGL form if the Offeror is manufacturing or providing any product as a distributor for a manufacturer to the County. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate must be in the policy and evidenced by Certificate. **(See Section F. item (5) for more information)**

3) **Business Auto Liability Coverage**

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) **Umbrella Liability Coverage** (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

C. Insurance for Construction Contracts

1) **ALL** construction contracts should include the coverages listed in B. above, plus the following:

2) Even if the contracted work is covered by a Performance bond, all Completed Operations coverage in the General Liability policy should remain in effect until the Florida statute of repose expires (the time for filing claims for faulty/incorrect work.) Limits for larger construction contracts should be at least \$2,000,000 per occurrence, \$4,000,000 annual aggregate.

3) If contract involves any Architectural and/or Design work, **Professional Liability** (including **Design Build Errors & Omissions**) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Contractor. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

4) If contract involves potential pollution risk to the environment from working in, on or beneath the surface of the land (or water) or involves a system such as HVAC or refrigeration that contains a potential pollutant, coverage for **Contractor's Pollution Liability** is required. Policy should cover the Offeror's completed operations and be required to remain in effect up to the statute of repose after project completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, natural gas, waste materials or other irritants, contaminants, or pollutants, including asbestos. If the coverage is written on a claims-made basis, the Offeror warrants that any retroactive date on the policy applicable to this project precedes the effective date of this contract. Limits for Contractor's Pollution Liability should be at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate but should be increased to reflect the scope and potential severity of the project. If the project involves extensive underground work or near utility lines it should be reflected with requirements for higher limits, for example \$3,000,000 or \$5,000,000.

5) If Drones (or any Unmanned Aircraft) are used on the project, the General Liability coverage **CANNOT** include a Drone/Unmanned Aircraft exclusion. The Offeror warrants that coverage for Drones is contained in the General Liability policy or in an **Aviation Liability** policy which must be provided to the

County. That **Aviation Liability** policy must have limits equal to or exceeding the limits required for the General Liability policy.

6) If contract involves the transportation and disposal of hazardous materials, including but not limited to Asbestos, proof of **Broadened Pollution** coverage on the Commercial Auto policy evidenced by endorsement CA9948 will be required.

7) Contracts for substantial construction projects (new buildings and/or substantial renovations) should include **Builders Risk** and **Owners Protective Liability** coverage. Builders Risk coverage should reflect the entire project cost including soft costs and potential delays. Owners Protective provides coverage for the County during the course of construction for bodily injury and property damage claims arising from the construction project. Limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate for the OPL would be minimums.

8) If the contract involves the lifting by any type of crane or Heli-lift, a **Moving & Rigging Floater** endorsement on the CGL should be evidenced with a copy of the actual endorsement.

9) If the contract involves the installation of property, equipment or materials purchased by the Offeror (in this case Contractor) on behalf of the County to which title will transfer to the County at some point during the period of the Contract, then the Offeror must have in force and provide proof of an **Installation Floater** policy covering the property at the full replacement cost of that property and shall protect the County's interest in said property by naming them as Loss Payee on policy.

D. Insurance for Information Technology Consulting and Professional Services

1) All contracts for Information Technology services should include the coverages listed in B. above, plus the following:

2) **Technology Professional Errors & Omissions** coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

3) **Cyber Liability and Computer Crime/Fraud** coverage which protects the County from the theft of valuable and sensitive data. This coverage should provide coverage for claims by the County against the Contractor and for claims by those individuals that had their data/information compromised. The coverage limits should be \$1,000,000 per occurrence / \$2,000,000 annual aggregate. Higher limits should be considered for contracts with access to the County's servers or facilities containing servers & other computer hardware.

E. Insurance for Services or Work on Waterfront, Marina, Beachfront or Port Area

- 1) Any Submission that involves work to be performed at, over or near any Marina, Beachfront, Port or water's edge should be referred to the Escambia County Risk Manager for review.
- 2) If the contract involves the use of a marine vessel by the Offeror, proof of Protection & Indemnity (Marine Liability) coverage with limits of at least \$1,000,000 per occurrence / \$2,000,000 policy aggregate.
- 3) **Excess Marine Liability** coverage may be used to provide satisfactory (or higher) limits if recommended by Escambia County Risk Manager.
- 4) Proof of Maritime Workers Compensation coverage for employees of Offerors engaged in this work should be provided with limits of at least \$500,000 per occurrence/\$1,000,000 policy aggregate. Depending on the location of the work to be performed, this coverage could include **US Longshore & Harborworkers and/or Jones Act coverage**.
- 5) If the contract involves work which could possibly lead to the release of pollutants or contaminants into any body of water, **Marine Pollution liability** with limits of \$1,000,000 per occurrence / \$2,000,000 policy aggregate is required.

F. Endorsements/Additional Insurance to Consider

The County may require the following endorsements or additional types of insurance:

- 1) **Termination/Adverse Change Endorsement** - All of Offeror's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Offeror's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.
- 2) **Fidelity/Dishonesty/Liability Coverage** – Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.
- 3) **Aviation Insurance** – specifically for contracts involving aviation operations for or on behalf of the County or any construction/repair/replacement of any aviation related property. Specific limits to be determined by Escambia County Risk Manager upon referral to that office.
- 4) **Property insurance** – for any tenants/lessees of County real estate or real property. Special Causes of Loss form required with policy to provide full replacement cost (as specified by Escambia County Risk Manager) and should waive any coinsurance provision. Any deductible in excess of \$1000 per occurrence must be approved by Risk Management.

5) Products Liability Insurance – As referenced in the General Liability section, contracts involving the County purchasing products must have General Liability policies that include Products/Completed Operations coverage. Limits may vary based on the amount and type of product involved. Minimum limits in the GL are \$1,000,000 per Occurrence with a separate Products/Completed Operations Aggregate of \$2,000,000, which is standard. Additional limit requirements can be satisfied with an Umbrella Liability policy consistent with Section B. (4) above. The same Additional Insured and Waiver of Subrogation requirements apply to this coverage.

G. Indemnification (to be included in all submission documents)

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Offeror agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

H. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County
Attention: Abdul Lucy, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

SUPPLEMENTAL PROVISIONS FOR CONSTRUCTION

FORM OF CONTRACT AND BONDS

The contract form as furnished by Escambia County shall be utilized. Performance and Payment Bond forms as approved by Escambia County shall be utilized.

BID SURETY

Each offer shall be accompanied by a bid bond, cashier's check, or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the check or bond is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by the contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the Purchase Order by signing the Solicitation, Offer, and Bid Form and returning to the County Purchasing department. Any unsuccessful Offeror(s) will have the amounts of their cashier's or certified check returned via County warrant promptly after award.

All Offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

PERFORMANCE AND PAYMENT BONDS

The County **Must** require the successful Offeror(s) to furnish separate **Performance and Payment** bond, under pledge of adequate surety and covering up to **100%** of the dollar value of the award / an amount specified (i.e. \$5,000.00) on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, the recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

FIDELITY BOND – used infrequently

The County may require the Contractor to furnish a Fidelity Bond to guarantee reimbursement to the County for losses resulting from proven acts of dishonesty by contract employees who handle cash or are exposed to opportunities for theft. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful Offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, the recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful Offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

BONDING/FINANCIAL CAPACITY

The County **Must** require the offeror to:

- A. Provide a letter from a surety company licensed to issue bonds in the State of Florida or that has an agent licensed to do business in the State of Florida indicating the offeror's bonding capacity and bonding rate.
- B. Attach current Dun & Bradstreet financial report inclusive of Dun & Bradstreet rating, or
- C. other evidence of financial stability.

MATERIALS

Whenever "or approved equal" is indicated, items proposed for use shall be submitted for Engineer's approval. Wherever an item or class of material is specified exclusively by trade name or by name of the maker or by catalog reference, only such items shall be used unless previously approved through addenda by the Engineer. Should the Contractor desire to substitute another material for one or more specified by name they shall state the credit or extra involved by the use of such material, in their bid. No such materials shall be used unless approved in writing by the Engineer.

PROGRESS CHART

Within ten (10) days after receipt of signed Contract the Contractor shall file with the Engineer a progress chart showing the order in which the Contractor proposes to accomplish the work, the dates on which he proposes to begin the various parts of the work and the dates he contemplates completing them.

TIME FOR COMPLETION

Time for completion of all work included in this contract shall not exceed **One Hundred Fifty 150 days** from date of written Notice to proceed. If Lots 1 and 2 are awarded as separate contracts to separate vendors, completion time for all work in Lot 1 shall be 150 days from the written Notice to Proceed and completion time for all work in Lot 2 shall be 60 days from the written Notice to Proceed. If both Lots are awarded to the same vendor under one contract, the completion time shall run concurrently for a maximum of 150 calendar days. The number of days allowed does not include an allowance for calendar days missed due to weather. Extension of time will be allowed for delays due to weather if properly documented and reported to the Engineer.

LIQUIDATED DAMAGES

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the times(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **One Thousand Forty-Five (\$1,045.00)** on each Lot for each calendar day, unless awarded as a single contract to a single vendor. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

PRECONSTRUCTION CONFERENCE

Within ten (10) days after the effective date of⁵ the agreement, but before Contractor starts the work at the Project site, a conference will be held for review and acceptance of the schedules referred to

in paragraph 4.0, to establish procedures for processing applications for payment, and to establish a working understanding among the parties as to the work.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including:
 - a. The potential for fire, explosion, corrosiveness, and reactivity;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - c. The primary route of entry and symptoms of over exposure.
3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'
4. The emergency procedure for spills, fire, disposal and first aid.
5. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
6. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

SAFETY REGULATIONS

Equipment shall meet all the state and federal safety regulations for grounding of electrical equipment.

CODES AND REGULATIONS

The awarded vendor shall strictly comply with all federal, state, and local building and safety codes.

RECORD KEEPING

The Contractor shall maintain all relevant project records for three years after the Owner has made final payment to the Contractor.

MEASUREMENTS

The linear footage noted are only estimates. Offerors will be responsible for their own measurements and shall submit a firm price accordingly.

There will be no adjustments, for increase or decrease, of footage required for the job, therefore, the total offer shall be based on accurate measurements by offerors during inspection. Failure to do so will be at offeror's risk. Any request for unit price on the **Bid** form is for information only.

Award shall be based solely on "total offer", with no adjustments made for increased/decreased quantities after award.

DEBRIS

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

PROTECTION OF PROPERTY/SECURITY

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

EMERGENCY SERVICES

The contractor resulting from this solicitation is for services that are required during EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these

situations and the vendor awarded this contract should be able to be contacted at any time, day, or night:

The Bid Form provides for the emergency information to be supplied. Please be sure to include all this information when returning your bid.

PERMITS

The County and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the County permitting agencies for this specific project and they are listed on the **Bid** form(s) to the best of our knowledge.

LICENSES, CERTIFICATIONS, REGISTRATIONS

The offeror shall at any time of **Bid** submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations, and any other requirements should be provided with the **Bid** submission; and the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

TRENCH SAFETY ACT (CONSTRUCTION)

Offerors shall comply with the “Florida Trench Safety Act”.

Exhibit K:

Required Federal Provisions for reimbursement of FEMA Public Assistance (PA) Funds under 2 C.F.R. § 200.326 Part 200, Appendix II

- **EQUAL EMPLOYMENT OPPORTUNITY**
- **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**
- **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
- **DISBARMENT AND SUSPENSION**
- **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**
- **ACCESS TO RECORDS**
- **DHS SEAL, LOGO, AND FLAGS**
- **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- **NO OBLIGATION BY FEDERAL GOVERNMENT**
- **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
- **COPYRIGHT AND DATA RIGHTS**

EQUAL EMPLOYMENT OPPORTUNITY

This provision applies to all construction contracts.

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex; or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor. or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

This contract provision applies to all construction contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

This provision applies to construction contracts amounts in excess of \$150,000.

Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Escambia County and understands and agrees that Escambia County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to Escambia County and understands and agrees that Escambia County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

DISBARMENT AND SUSPENSION

This provision applies to all contracts amounts in excess of \$25,000.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Escambia County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Escambia County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any

contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

This provision applies to all contracts amounts in excess of \$100,000.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient (FDEM) who in turn will forward the certification(s) to FEMA.

If applicable, contractors must sign and submit the following certification to Escambia County with each bid or offer exceeding \$100,000

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ACCESS TO RECORDS

This provision applies to all contracts.

(1) The Contractor agrees to provide Escambia County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Escambia County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

This provision applies to all contracts.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This provision applies to all contracts.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

This provision applies to all contracts.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

This provision applies to all contracts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

COPYRIGHT AND DATA RIGHTS

This provision applies to all contracts.

The Contractor grants to Escambia County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Escambia County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Escambia County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Escambia County.

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "Solicitations."

1. Sealed Solicitations
1. Execution of Solicitation
2. No Offer
3. Solicitation Opening
4. Prices, Terms and Payment
 - 5.01 Taxes
 - 5.01 Discounts
 - 5.02 Mistakes
 - 5.03 Condition and Packaging
 - 5.04 Safety Standards
 - 5.05 Invoicing and Payment
 - 5.06 Annual Appropriations
5. Additional Terms and Conditions
6. Manufacturer's Name and Approved Equivalents
7. Interpretations/Disputes
8. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
9. Awards
10. Non-Conformation to Contract Conditions
11. Inspection, Acceptance, and Title
12. Governmental Restrictions
13. Legal Requirements
14. Patents and Royalties
15. Price Adjustments
16. Cancellation
17. Abnormal Quantities
18. Advertising
19. Assignment
20. Liability
21. Facilities
22. Distribution of Certification of Contract

23. The Successful Bidder(s) Must Provide
24. Addition/Deletion of Items
25. Ordering Instructions
26. Public Records
27. Delivery
28. Samples
29. Additional Quantities
30. Service and Warranty
31. Default
32. Equal Employment Opportunity
33. Florida Preference
34. Contractor Personnel
35. Award
36. Uniform Commercial Code
37. Contractual Agreement
38. Payment Terms/Discounts
39. Improper Invoice; Resolution of Disputes
40. Public Entity Crimes
41. Suspended and Debarred Vendors
42. Drug-Free Workplace Form
43. Information Sheet for Transactions and Conveyances
44. Copies
45. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: [Florida Sunbiz Search](#)
46. Execution of Contract Purchase Order
47. No Contingent Fees Solicitation Expenses
48. On-Line Auction Services

ESCAMBIA COUNTY DOCUMENTS AND FORMS

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER, AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to: Kanisha Simmons Purchasing Coordinator Office of Purchasing, 2 nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4982 Email: klsimmons@myescambia.com	Invitation to Bid Hurricane Sally Repairs-Molino Community Center (FEMA) - (Re- solicit) Solicitation Number PD 22-23.069
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POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Delivery Date will be ____ days after receipt of purchase order Person to Contact Concerning this Bid: _____ Firm Name: _____ Address: _____ City, ST. & Zip: _____ Phone: (____) _____ Toll Free: (____) _____ Fax: (____) _____ I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.	Reason for No Offer _____ Bid Bond Attached: \$ _____ _____ <small>(Name and Title of Person Authorized to Sign Offer)</small> * _____ <small>Signature of Person Authorized to Sign Offer (Original Signature Required)</small> <i>* Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.</i>
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Total Bid \$ _____

Lot 1 (Molino Community Center) \$ _____

Lot 2 (Molino Head Start and Cafeteria) \$ _____

LOT 1 - Molino Community Center, PW 505, DI 401288, Proj. 177960				Contractor's Name	
Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Bid Price
1	Mobilization & Safety (Include all equipment rental/pricing)	1	LS	\$	-
2	Detach and reset (re-align) concealed sprinkler covers, library	1	LS	\$	-
3	Scrape ceiling, prep and paint T&G ceiling in librarian office, 2 coats - 150 SF	150	SF	\$	-
4	Scrape ceiling, prep and paint T&G ceiling in library hall, 2 coats - 690 SF	690	SF	\$	-
5	Scrape ceiling, prep and paint T&G ceiling in 115 mechanical room, 2 coats - 90 SF	90	SF	\$	-
6	Scrape ceiling, prep and paint T&G ceiling in staff toilet, 2 coats - 60 SF	60	SF	\$	-
7	Scrape ceiling, prep and paint T&G ceiling in 124 meeting room, 2 coats - 650 SF	650	SF	\$	-
8	Remove and replace gypsum in the south women's restroom, 5/8" - 20 SF	20	SF	\$	-
9	Prep and paint gypsum in the south women's restroom, 2 coats - 30 SF	30	SF	\$	-
10	Scrape ceiling, prep and paint T&G ceiling in south women's restroom, 2 coats - 180 SF	180	SF	\$	-
11	Remove and replace gypsum in the south men's restroom, 5/8" - 20 SF	20	SF	\$	-
12	Prep and paint gypsum in the south men's restroom, 2 coats - 30 SF	30	SF	\$	-
13	Scrape ceiling, prep and paint T&G ceiling in south men's restroom, 2 coats - 180 SF	180	SF	\$	-
14	Scrape ceiling, prep and paint T&G ceiling in 126 mechanical room, 2 coats - 60 SF	60	SF	\$	-
15	Scrape ceiling, prep and paint T&G ceiling in warming kitchen, 2 coats - 280 SF	280	SF	\$	-
16	Scrape ceiling, prep and paint T&G ceiling in room 27, 2 coats - 50 SF	50	SF	\$	-
17	Scrape ceiling, prep and paint T&G ceiling in the gift shop, 2 coats - 160 SF	160	SF	\$	-
18	Scrape ceiling, prep and paint T&G ceiling in the center museum, 2 coats - 680 SF	680	SF	\$	-
19	Scrape ceiling, prep and paint T&G ceiling in the reception area, 2 coats - 80 SF	80	SF	\$	-
20	Scrape ceiling, prep and paint T&G ceiling in the North museum, 2 coats - 320 SF	320	SF	\$	-
21	Scrape ceiling, prep and paint T&G ceiling in the tutoring area, 2 coats - 200 SF	200	SF	\$	-
22	Scrape ceiling, prep and paint T&G ceiling in 102 storage, 2 coats - 60 SF	60	SF	\$	-
23	Remove and replace gypsum in the north men's restroom, 5/8" - 20 SF	20	SF	\$	-
24	Prep and paint gypsum in the north men's restroom, 2 coats - 30 SF	30	SF	\$	-
25	Scrape ceiling, prep and paint T&G ceiling in the north men's restroom, 2 coats - 180 SF	180	SF	\$	-
26	Scrape ceiling, prep and paint T&G ceiling in 106 sprinkler room, 2 coats - 40 SF	40	SF	\$	-
27	Scrape ceiling, prep and paint T&G ceiling in 103 office, 2 coats - 80 SF	80	SF	\$	-
28	Scrape ceiling, prep and paint T&G ceiling in 110 storage, 2 coats - 60 SF	60	SF	\$	-
29	Scrape ceiling, prep and paint T&G ceiling in the adult library, 2 coats - 1,700 SF	1700	SF	\$	-
30	Scrape ceiling, prep and paint T&G ceiling in the south hall, 2 coats - 1,700 SF	1700	SF	\$	-
31	Remove and replace gypsum in the auditorium, 5/8" - 150 SF	150	SF	\$	-
32	Install thin coat plaster (no lath) on auditorium wall - 933 SF	933	SF	\$	-
33	Prep and paint wall in auditorium, 2 coats - 945 SF	945	SF	\$	-
34	Remove and replace T&G flooring in auditorium, vapor barrier if applicable - 84 SF	84	SF	\$	-
35	Install oil based polyurethane and applicable sealant to new T&G flooring - 84 SF	84	SF	\$	-
36	Scrape ceiling, prep and paint T&G ceiling in the auditorium, 2 coats - 4,600 SF	4600	SF	\$	-
37	Scrape ceiling, prep and paint T&G ceiling in 129 classroom, 2 coats - 660 SF	660	SF	\$	-
38	Scrape ceiling, prep and paint T&G ceiling in 131 mechanical room, 2 coats - 60 SF	60	SF	\$	-
39	Scrape ceiling, prep and paint T&G ceiling in the south museum, 2 coats - 660 SF	660	SF	\$	-
40	Scrape ceiling, prep and paint T&G ceiling in 130 storage room, 2 coats - 40 SF	40	SF	\$	-
41	Scrape ceiling, prep and paint T&G ceiling in the copy room, 2 coats - 80 SF	80	SF	\$	-
42	Scrape ceiling, prep and paint T&G ceiling in the north entry, 2 coats - 170 SF	170	SF	\$	-
43	Remove and replace gypsum in the north women's restroom, 1/2" - 20 SF	20	SF	\$	-
44	Scrape ceiling, prep and paint T&G ceiling in the north women's restroom, 2 coats - 180 SF	180	SF	\$	-
45	Scrape ceiling, prep and paint T&G ceiling in 125 storage, 2 coats - 40 SF	40	SF	\$	-
46	Scrape ceiling, prep and paint T&G ceiling in 123 meeting room, 2 coats - 480 SF	480	SF	\$	-
47	Remove and replace wind damaged asphaltic shingles, 3-tab - 20 EA	20	EA	\$	-
48	Remove and replace chimney flashing, aluminum reglet, 3/4" depth - 5 LF	5	LF	\$	-
				Lot 1 Total	\$ -

LOT 2 - Molino Head Start and Cafeteria, PW 379, DI 419082, Proj. 177921				Contractor's Name	
Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Bid Price
49	Remove and replace roof paneling along central walkway, aluminum - 150 SF	150	SF	\$	-
50	Remove and replace ceiling tiles, 2' x 4', R-30 batt insulation in daycare - 40 SF	40	SF	\$	-
51	Remove and replace asphaltic shingles on cafeteria roof, 3-tab - 2,800 SF	2800	SF	\$	-
52	Remove and replace underlayment on cafeteria roof, self-adhered bituminous - 2,800 SF	2800	SF	\$	-
53	Remove and replace step flashing on cafeteria roof, aluminum - 58 LF	58	SF	\$	-
54	Remove and replace edge metal on cafeteria roof - 226 LF	58	SF	\$	-
55	Detach and reset gutter & downspout system on cafeteria roof, repiant and finish - 40 LF	40	SF	\$	-
56	Detach and reset through roof exhaust caps - 2 EA	2	EA	\$	-
56	Prep and paint cafeteria ceiling, 2 coats - 2,491 SF	2491	SF	\$	-
57	Install gypsum patching in kitchen area - 2 EA	2	EA	\$	-
58	Prime and paint gypsum wall in kitchen area with repairs, 2 coats - 80 SF	80	SF	\$	-
59	Remove and replace ceiling tiles, 2' x 2', R-30 batt insulation in tag office - 40 SF	40	SF	\$	-
				Lot 2 Total	\$ -

Notes

- 1 - As required by FEMA, Contractor shall submit to the County a record of disposed materials. The record shall include site name, date of disposal, and GPS coordinates of the site. If the demolished materials are recycled, the Contractor shall submit a statement to the County certifying the materials have been recycled.
- 2 - All items shall be bid as Furnish and Install, to include all appurtenances necessary to complete the project.
- 3 - All material replacements shall be of like kind and quality, unless otherwise specified in the bid documents.
- 4 - Any work completed outside the approved Scope of Work shall not be reimbursed.
- 5 - All contracts over \$25,000.00 shall have a Performance and Payment Bond recorded in the amount of the Bid/Quote submitted prior to beginning work.
- 6 - As this property is used as an education facility, all contractor personnel must pass a State of Florida Level 2 Background Check conducted through the Florida Department of Law Enforcement. The contractor shall be solely responsible for providing written documentation of all personnel on-site proving a successful, clear Level 2 Background Check.
- 7 - Contractor shall provide a unit cost per square foot (SF) in the event roof decking is damaged and requires replacement.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please indicate by marking an "X" in the blank (**Sec. 46-110.-Local Preference in Bidding**).

CONTRACTOR REQUIREMENTS

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

Addendum # _____ Date _____ Addendum # _____ Date _____
Addendum # _____ Date _____ Addendum # _____ Date _____

SEAL IF BID IS BY CORPORATION
(PLEASE TYPE INFORMATION BELOW)

State of Florida Department of State Certificate of Authority Document Number: _____

Occupational License Number: _____

Florida DBPR Contractor's License, Certification, and/or Registration Number: _____

Type of Contractor's License, Certification, and/or Registration: _____

Expiration Date: _____

County Permits/Fees Required for this Project: _____

Person to Contact Concerning This Bid: **Person to Contact for Emergency Service:**

Name: _____ **Name:** _____

Phone: _____ **Phone:** _____

E-Mail: _____ **E-Mail:** _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **five percent (5%)** of bid.

The work shall be substantially completed within **One Hundred Fifty (120) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Fifty (150) consecutive calendar days** from the date of Notice to Proceed. **Liquidated damages of One Thousand Fourty Five dollars (\$1045) on each Lot for each calendar day, unless awarded as a single contract to a single vendor.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and Addresses of Proposed Subcontractors to be Utilized for Work on this Project:

- 1.
- 2.
- 3.
- 4.

REFERENCES FORM

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRM'S NAME _____

PROPOSAL POINT OF CONTACT _____

PHONE _____

EMAIL _____

REFERENCE I.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE II.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE III.

PROJECT NAME: _____
AGENCY: _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
TITLE: _____
EMAIL: _____
TELEPHONE: _____
PROJECT COST: _____
COMPLETION DATE: _____
SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE IV.

PROJECT NAME: _____
AGENCY: _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
CONTACT PERSON: _____
TITLE: _____
EMAIL: _____
TELEPHONE: _____
PROJECT COST: _____
COMPLETION DATE: _____
SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE V.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE OF PROJECT: (list tasks, attach samples of deliverables, outlines, or descriptions of items. You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



Board of County Commissioners Escambia County, Florida

Jeff W. Bergosh
District One

Michael S. Kohler
District Two

Lumon J. May
District Three
Chairman

Robert D. Bender
District Four

Steven L. Barry
District Five
Vice-Chair

Deleted and Destroyed Documents Letter

PD 22-23.069, Hurricane Sally Repairs-Molino Community Center (FEMA) – (Re-solicit)

To the Escambia County Office of Purchasing

Our firm recently received an **Invitation To Bid (ITB)** on the above-mentioned specification.

We hereby acknowledge and certify that our company has destroyed/deleted any digital downloaded copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all of the information, whether originals or duplicated, shall be destroyed/deleted.

Name of Firm: _____

By (printed name): _____

Signature: _____

Title: _____

Date: _____

Certification Regarding E-Verify

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

In the event performance of this Agreement is or will be funded using state or federal funds, the Contractor hereby further certifies compliance with the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of individuals to work in the United States and 48 C.F.R. 52.222-54 is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, (3) use E-Verify to verify the employment eligibility of all employees assigned to perform work pursuant to the Agreement, and (4) include these requirements in any related subcontracts. Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

CONTRACTOR:

Business Name

Signature

Name (Printed)

Title (Printed)

Date

Sworn statement under section 287.133 (3) (a)
Florida statute on public entity crimes

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 Bid, Proposal or Contract for:

1. This sworn statement is submitted by, _____, whose business _____ address _____ is,

_____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. My name is _____ and my relationship to the entity named above is _____ (title).

3. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "convicted" as defined in paragraph 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 records 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.

5. I understand that an "affiliate" as defined in Paragraph 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 of shares constituting a controlling income among _____ persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

6. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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.

7. 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, or any officers, directors, executive, partners,

shareholders, employees, member, or agents who are active in management of the entity, or affiliate of the entity have been charged with and 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 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 attach a copy of the final order)
- The person or affiliate was placed on the convicted firm list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted firm list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted firm list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Name

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

Drug-free workplace form

The undersigned firm, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 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 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 Paragraphs One (1) through Five (5).

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

Date

**Information sheet for transactions and conveyances corporate identification
(page 1 of 2)**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of Corporation is it: “For Profit” or “Not for Profit”

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

**Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)**

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

Verified By: _____ **Date:** _____

Certification Regarding Scrutinized Companies

Pursuant to §287.135, Florida Statutes, the undersigned Contractor hereby certifies the following: Contractor is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*, or has been engaged in a *boycott of Israel* then the County reserves the right to immediately terminate the parties' agreement.

If the contract amount is \$1 million dollars or more, Contractor further certifies the following: Contractor is not on the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to §215.473, Florida Statutes; and Contractor is not engaged in *business operations* in Syria as defined in §287.135(1)(c), Florida Statutes. Contractor acknowledges that if the Contractor is found to have submitted a false certification; has been placed on the *Scrutinized Companies with Activities in Sudan List* or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; or has been engaged in *business operations* in Syria then the County reserves the right to immediately terminate this Agreement.

CONTRACTOR:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____

Date: _____

* Effective July 1, 2018

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to firms of the local firm preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any firm claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a firm meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest

local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within seven percent (7%) of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within three percent (3%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within five percent (5%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within two percent (2%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within four percent (4%) of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to firms of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A firm who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

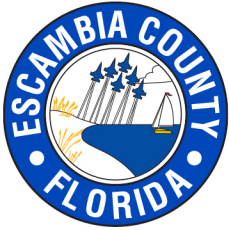
Any firm that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all, or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2021, for any “competitive solicitation for **construction services** paid with ANY state appropriated funds, the County may not use a local preference ordinance to prevent a contractor from participating in the bidding process based upon; a) maintaining a local office; b)

hiring employees or subcontractors within a particular jurisdiction; or c) prior payment of local taxes, assessments or duties. For any such solicitation, the County must disclose in the bid package that any applicable local ordinance or regulation does not include any such prohibited preference.” See §255.0991, Florida Statutes.



Board of County Commissioners

Escambia County, Florida

Jeff Bergosh
District One
Chairman

Douglas B. Underhill
District Two
Vice-Chair

Lumon J. May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

March 30, 2023

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 22-23.069 Hurricane Sally Repairs – Molino Community Center (FEMA) – (Re-solicit)

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides updated information for bid posting location, submission instructions and vendor registration.

Escambia County Purchasing is changing the platform in which we do business. All open solicitations can be found at [Project List \(opengov.com\)](https://projectlist.opengov.com) as of 12:00 p.m. on March 31, 2023. Bids will not be viewed or accessible as of Midnight April 1, 2023.

Submissions can be made directly in the OpenGov platform. All paper submissions submitted in the format listed in this solicitation will be accepted for solicitations in process.

To register as a Vendor in OpenGov, please visit <https://procurement.opengov.com/signup>. If you need assistance or have questions, the Purchasing staff is here to help.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Kanisha Simmons

Kanisha Simmons
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

KLS



Board of County Commissioners

Escambia County, Florida

Jeff W. Bergosh
District One

Michael S. Kohler
District Two

Lumon J. May
District Three
Chairman

Robert D. Bender
District Four

Steven L. Barry
District Five
Vice-Chair

April 4, 2023

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 22-23.069 Hurricane Sally Repairs-Molino Community Center (FEMA) - (Re-solicit)

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 will address the following questions:

1. Does any paperwork need to be submitted when we place our bid?

Yes, please follow the checklist on page 4.

2. Do the forms contained in the packet have to be turned in at the time of the bid? **Yes**

Is there anything we need to fill out prior to submitting our bid? **No**

3. Removing 3 tab shingle and installing 3 tab shingle?

The scope says, "Ensure color, material, profile, and dimensions match existing roof shingles as best possible." If the type of existing shingles are no longer available, replacement must be to current code, while still trying to match existing as best possible.

4. When do we do the level 2 background check? **After the project has been awarded.**

Where is this done? **Any local sheriff can do level 2.**

5. When does the background check and other forms need to be received by?

Prior to issuance of a Notice to Proceed.

6. What kind of underlayment for the shingles?

Either peel and stick or rolled asphalt roofing, whichever is applicable.

7. Are we doing the flat part of the cafeteria kitchen roof the 1/12 or are we only doing the roof that has shingles on it? We are not touching any of the TPO roof?

Correct

8. Could we get clarification of the following section: "any work or material not in compliance with plans, specifications, and change orders shall be marked and be immediately reported to the county construction manager and removed from the project."

If you place materials that don't meet current code, they will have to be removed and replaced.

9. In the event of a change order, how fast can the construction manager come out? **Within an hour**

10. In reference to the 20 shingles, will there be someone to identify the 20 shingles that are desired to be replaced?

This is on the main building roof, in the area around the chimney.

11. Due to the age of the roof and the brittleness of the existing shingles, when replacing the 20 shingles our concern is disturbing the surrounding shingles that touch them. Can you confirm that these are 20 individual scattered shingles or a section that consists of 20 shingles.

Because there isn't enough damage to warrant additional replacement, only those damaged can be replaced.

12. Are you only requesting bids to replace 5 linear feet around the fireplace or all of it?

If replacement can be done within 5', yes. If not, you'll need to notify the County of the difference prior to replacement.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Kanisha Simmons

Kanisha Simmons
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

KLS

Exhibit K

Exhibit K:

Required Federal Provisions for reimbursement of FEMA Public Assistance (PA) Funds under 2 C.F.R. § 200.326 Part 200, Appendix II

- **EQUAL EMPLOYMENT OPPORTUNITY**
- **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**
- **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**
- **DISBARMENT AND SUSPENSION**
- **BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**
- **ACCESS TO RECORDS**
- **DHS SEAL, LOGO, AND FLAGS**
- **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**
- **NO OBLIGATION BY FEDERAL GOVERNMENT**
- **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
- **COPYRIGHT AND DATA RIGHTS**

EQUAL EMPLOYMENT OPPORTUNITY

This provision applies to all construction contracts.

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex; or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor. or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

This contract provision applies to all construction contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

This provision applies to construction contracts amounts in excess of \$150,000.

Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to Escambia County and understands and agrees that Escambia County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to Escambia County and understands and agrees that Escambia County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA

DISBARMENT AND SUSPENSION

This provision applies to all contracts amounts in excess of \$25,000.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Escambia County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Escambia County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any

contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

This provision applies to all contracts amounts in excess of \$100,000.

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient (FDEM) who in turn will forward the certification(s) to FEMA.

If applicable, contractors must sign and submit the following certification to Escambia County with each bid or offer exceeding \$100,000

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ACCESS TO RECORDS

This provision applies to all contracts.

(1) The Contractor agrees to provide Escambia County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, Escambia County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

DHS SEAL, LOGO, AND FLAGS

This provision applies to all contracts.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This provision applies to all contracts.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

This provision applies to all contracts.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

This provision applies to all contracts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

COPYRIGHT AND DATA RIGHTS

This provision applies to all contracts.

The Contractor grants to Escambia County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to Escambia County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to Escambia County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by Escambia County.