

# **CITY POLICE DEPARTMENT AND BUILDING C ROOF REPLACEMENT**

**Bid Number: 23-01**



**City of St. Augustine Beach**

**BIDDING AND CONTRACT DOCUMENTS**

**MARCH 2023**

**PREPARED BY:**

**City of St. Augustine Beach  
Public Works Department  
2200 SR A1A  
St. Augustine, Florida 32080  
(904) 471-1119**

**NOTICE TO BIDDERS – CONSTRUCTION**

Notice is hereby given that sealed bids will be received **until 2:00 pm** on **Thursday March 23, 2023**, by the City Manager, City of St. Augustine Beach, located at City Hall, 2200 A1A South, St. Augustine Beach, Florida 32080, for the **City Police Department and Building C Roof Replacement**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received at City of St. Augustine Beach City Hall after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

**SCOPE OF WORK:**

Roof replacement for the City Police Department building (horizontal area under roof 7160+/- s.f.) and Building C (horizontal area under roof 771+/- s.f.) located 2300 S.R. A1A, St. Augustine Beach, Florida, including:

- Strip existing roof shingles, drip edge and underlayment; remove and replace any damaged roof sheathing; replace any damaged wood in wall dormers located on the east and west sides of the Police Department building; cap and waterproof wall dormers; associated stucco repair; re-nail all roof decking to current code, replace flashing as necessary; replace vents, install peel and stick roof membrane; install new roof surface, and other associated work required to reroof the buildings to current code.
- Wind mitigation report and associated photographs and documentation for each building

Bidders must conduct a **mandatory** pre-bid inspection of the buildings in order to qualify to submit a bid. During their inspection, prospective bidders will be provided access to the site to conduct their inspection and measure the proposed roofs as necessary to prepare their bid. Inspections will be scheduled through the Project Coordinator Russell Adams (email: [radams@cityofsab.org](mailto:radams@cityofsab.org)); or by phone: (904) 471-1119. The City will not answer any verbal bidder questions during pre-bid inspections nor during the bid process. All bidder questions must be presented in writing or by email to the Project Coordinator as specified in the Instructions to Bidders. Emailed or written questions will be answered by addendum.

Copies of Bidding Documents for Bid No. 23-01 are available via direct digital download from Demandstar or from the City's website at [www.staugbch.com](http://www.staugbch.com). Paper copies of Bidding Documents for Bid No. 23-01 are also available from the City of St. Augustine Beach Public Works Department, 2200 A1A South, St. Augustine Beach, Florida for the sum of **\$10 per set**, which is non-refundable. If requesting a paper copy of the Bidding Documents, make checks payable to City of St. Augustine Beach.

The City of St. Augustine Beach reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of The City of St. Augustine Beach.

CITY OF ST AUGUSTINE BEACH  
ST AUGUSTINE BEACH, FLORIDA  
Max Royle, City Manager

**SECTION 00100**

**INSTRUCTION TO BIDDERS**

**OWNER:** City of St. Augustine Beach  
2200 SR A1A  
St. Augustine, Florida 32080

**PROJECT:** **BID NO.: 23-01**  
**City Police Department and Building C Roof Replacement**

**DEFINITIONS**

**Bidding Documents** include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and any Addenda issued prior to receipt of Bids.

**Mandatory Pre-Bid Inspection:** Bidders must conduct a mandatory pre-bid inspection of the buildings in order to qualify to submit a bid. During their inspection, prospective bidders will be provided access to the site to conduct their inspection and measure the proposed roofs as necessary to prepare their bid. Inspections will be scheduled through the Project Coordinator Russell Adams (email: [radams@cityofsab.org](mailto:radams@cityofsab.org)); or by phone: (904) 471-1119. The City will not answer any verbal bidder questions during pre-bid inspections. All bidder questions must be presented in writing or by email to the Project Coordinator as specified herein.

**All definitions** set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

**Addenda** are written or graphic instruments issued by the Project Director prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

**Owner** is the City of St. Augustine Beach or designee, responsible for the execution of the contract and directing and approving all contractor work. Shop drawing review and field inspections for the project shall be performed by the City of St. Augustine Beach.

**Base Bid** is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

**Alternate Bid** items if shown in the Bid Document must be bid as separate construction that could be awarded or may be omitted from the contract. Contractor must bid all items of construction.

**A Unit Price** is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

**A Bidder** is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

## **BIDDER'S REPRESENTATION**

Each Bidder, by marking their Bid, represents that:

The Bidder has read and understands the Bidding and Contract Documents and their Bid is made in accordance herewith:

- A. The Bidder has visited the Site and become familiar with the local conditions under which the Work is to be performed.
- B. The Bidder's Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.
- C. The Bidder has properly allocated the dollar value of each part of the work to the appropriate lump sum bid price.

## **SALES AND USE TAXES**

All state sales and use taxes on materials and equipment to be incorporated in the Work shall be included in the Bid. However, the Owner is exempt from sales and use taxes on materials and equipment and therefore, at the Owners option, the Contractor shall be required to provide the Owner with the details of his Purchase Order(s), including vendor name, address, vendor quotation and the quantity and type of materials and/or equipment being ordered. The Owner may choose to order the major materials and/or equipment direct. Should the Owner choose to do this, any payment that is made direct by the Owner (plus an amount equal to the sales tax that would have been paid by the Contractor) for the materials shall be a direct deduct from the Contractors contract as if the payment were made direct to the Contractor. The whole purpose of this provision is to save the amount of sales taxes that would be otherwise assessed to the Contractor for the major material purchases. The contractor will still remain responsible for all other contractual requirements including but not limited to all handling, offloading, submittals, installation, operation and maintenance manuals, startup and warranty work.

## **BIDDING DOCUMENTS**

**Copies:** Bidders may obtain, via direct digital download from Demandstar or from the City of St. Augustine Beach, complete sets of the Bidding Documents in the number and for the purchase sum, to General Contractors, stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. The City of St. Augustine Beach shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

## **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request received by the Owner at least seven (7) calendar days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative **three (3)** business days prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Owner's approval or disapproval of a proposed substitution shall be final.

If the Owner approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

### **ADDENDA**

Addenda will be distributed to all who are known by the Owner to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Addenda and Addendum may be used interchangeably in these documents.

Each Bidder shall ascertain prior to submitting his bid that they have received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on forms, provided in this manual. All blanks on the Bid Form shall be filled in by computer (pdf) or manually in **BLUE** ink.

### **FORM AND STYLE OF BIDS**

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to Max Royle, City Manager, City Hall, 2200 A1A South, St. Augustine Beach, FL 32080, with return address in top left hand corner and recite: **BID NO.: 23-01 – SEALED BID FOR CITY POLICE DEPARTMENT AND BUILDING C ROOF REPLACEMENT, CITY OF ST AUGUSTINE BEACH FLORIDA.**

***See Following Example:***

ABC Company, Inc.  
123 Aviles Street  
St. Augustine, FL 32084

City of St. Augustine Beach  
Attention: Max Royle, City Manager  
City Managers Office  
2200 SR A1A  
St. Augustine Beach, FL 32080

**BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Contractor shall complete the Unit Price List fully, even if some items are not in the Contract Documents.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

**BID SECURITY**

The Total Lump Sum Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of the Total Bid, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check in the amount of 5 percent of the Total Bid amount, being the sum of the lump sum price for the drainage improvements, made payable to City of St. Augustine Beach City Commissioners.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a

certified and current copy of his Power of Attorney. Acceptable surety companies are defined in “A Instruction to Bidders”. The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **BID BOND INSTRUCTIONS**

Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above. Type or print Bidder’s and Surety’s names in the same language as in the Advertisement, or Invitation to Bid. The Corporate seal must be affixed. Type or print the name of the Surety on the line provided and affix its corporate seal.

Attach a copy of Surety agent’s Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety’s corporate seal must be affixed.

### **SUBMISSION OF BIDS**

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the “Instruction to Bidders”, and shall be identified with the Bid Number, Project Name, the Bidder’s Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Total Bid as modified or resubmitted.

### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Total bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the City of St. Augustine Beach bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the City of St. Augustine Beach, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the City of St. Augustine Beach. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The Owner's reserve the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The Owner's shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of this bid to award a contract to the single lowest responsible Bidder for the Roof Replacement project, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, balanced and does not exceed the funds budgeted for the Project. The City of St. Augustine Beach reserves the right to accept or reject any bid that is not considered in its best interest. Additionally, the City of St. Augustine Beach reserves the right to award a contract to the lowest responsible Bidder for the applicable portion of the bid to be awarded either the Base Bid or the Base bid plus the Additive Alternate bid. If the bid is awarded, it will be the contractor's responsibility to coordinate all work and associated scheduling to ensure timely and technically compliant project.

The successful bidder shall be required to contract with the City of St. Augustine Beach for the Roof Replacement project as specified.

If Contract is awarded, the contract will be awarded within sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

### **QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Prime Bidders must be fully licensed to do business in the State of Florida and must have successfully constructed, as a prime contractor or subcontractor at least three (3) projects



in the past 12 months of the type, size, and dollar value of the construction proposed for this project (as provided for in Attachment B). The Prime Bidder must have been in business for at least two (2) years and retained a licensed contractor for at least five (5) years. Bidder's must complete Attachment "E" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Evidence of contractors experience shall be provided by completing all requested information and submitting Project List showing previous experience of successful construction of projects comparable in size and dollar value to that being proposed.

Evidence of all required qualifications must be submitted with the bid proposal by submitting a License/Certification List listing all licenses, certifications, pre-certifications, etc. and attaching copies of each item listed for **BOTH** prime and all subcontractors.

- A. Each bid must contain either evidence of the Bidder's qualifications to do business in the area where the projects are located or covenant to obtain such qualifications prior to award of Contract.
- B. To demonstrate his qualifications to perform the Work, each Bidder shall submit with his Bid written evidence as to experience in similar work including references, description, and evidence of possession of, or covenant to obtain prior to award of Contract, valid state, county, and local licenses and Certificates of Competency covering all operations and all areas of political jurisdiction involved in the Work of this project and such other data as may be requested by the OWNER. No bidder/company will be issued a contract for the work, who in the past seven (7) years has filed for bankruptcy personally or has been an owner/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Bidder/company shall submit a written certification enclosed as Attachment G.

**LIST OF SUBCONTRACTORS - (Required 7 days after bid date, and only by the apparent low bidder)**

Submit to Owner a list of Subcontractors and major materials suppliers to be used if awarded the contract. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the Owner, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the Owner, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the Owner then may, at his option, disqualify the Bidder, at no cost to the Owner.

The Owner reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner. Successful bidder shall not subcontract more than 25 percent (25%) of amount bid without prior approval.

### **PUBLIC CONSTRUCTION BOND**

**City of St. Augustine Beach Required Bonds:** The Bidder shall furnish the required bond, in the form provided herein, covering the faithful performance of the Contract and the payment of all obligations arising thereunder in full amount of the Contract, with such acceptable sureties, secured through the Bidder's usual sources as may be agreeable to all parties.

### **SURETY BOND**

**Acceptable Surety Companies:** To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

Surety must be licensed to do business in Florida.

Surety must have been in business and have a record of successful continuous operations for at least three years.

Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders.

Surety must have fulfilled all of its obligations on all other bonds given to the Owner.

Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, net resources for unusual stock and sound investment.

**Time of Delivery and Form of Bonds:** The Public Construction Bond form will be forwarded to the successful Bidder with his copy of the fully executed contract. **The Public Construction Bond must be recorded after the contract is signed by all parties.** The bidder will have 3 days from receipt of fully executed contract to have the Public Construction Bond recorded. The bidder shall have the Public Construction Bond recorded at the St. Johns County Clerk of Courts office, in St. Augustine, Florida.

After the book and page number have been assigned to the bond by the recording person, the Bidder is to obtain from the recording person a certified copy of the recorded bond and deliver the certified copy to the Owner's Contract Administrator. No work can commence until the required bond and Insurance Certificates have been delivered to the Owner. Upon receipt of the certified copy of the recorded bond, the Owner may issue a Notice to Proceed.

Unless specified in the Bidding Documents, the bonds shall be written in the form of those bound in this Project Manual.

The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Form to be Used:** Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the Standard Fixed Price Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum.

**CONTRACT TIME - LIQUIDATED DAMAGES**

The following will be made a part of the Contract:

The Contractor shall have ten (10) days to return Contract originals from the time the Contractor receives a "Notice of Award". The Owner will return a "fully executed" Contract to the Contractor no later than seven (7) days after the return of the executed Contract originals (but no later than seventeen (17) days from the Notice of Award).

The Contractor will furnish a recorded original of the Public Construction Bond three (3) business days after receipt of the fully executed Contract (the Public Construction Bond must be recorded after the Contract is fully executed by all parties including the County Clerk). Upon receipt of the recorded Public Construction Bond, the City will issue a Notice to Proceed. If the Contractor fails to meet any of the dates and timeframes set forth in this section, or fails to execute the Contract, or to provide a Public Construction Bond, the City may elect at its option to consider the Contractor non-responsive and Contract with the next responsive responsible Bidder.

"The work to be performed per under this Agreement shall be commenced within **ten (10)** days of the Notice to Proceed date. Construction of the project:

Time of Substantial Completion to be **60** consecutive calendar days total from Notice to Proceed date from Owner.

Time of Final Completion to be **30** consecutive calendar days total after Substantial Completion.

**Conditions under which Liquidated Damages are Imposed:**

Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule:

<b><u>Original Contract Amount</u></b>	<b><u>Daily Charge Per Calendar Day</u></b>
\$50,000 and under . . . . .	\$ 313.00
Over \$50,000 but less than \$250,000 . . . . .	\$ 580.00
\$250,000 or more but less than \$500,000 . . . . .	\$ 715.00
\$500,000 or more but less than \$2,500,000 . . . . .	\$1,423.00

All additional fees and costs incurred by the Owner resulting from the Contractor's failure to complete the work will be charged to the Contractor.

**INSURANCE**

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period (See Article XIII in Standard Fixed Price Agreement Between Owner & Contractor). An original insurance certificate, naming the City of St. Augustine Beach City Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

**TAXES**

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

**END OF SECTION**

**ATTACHMENT A  
ST AUGUSTINE BEACH CITY COMMISSIONERS  
AFFIDAVIT**

**TO: ST AUGUSTINE BEACH CITY COMMISSIONERS  
CITY OF ST AUGUSTINE BEACH, FLORIDA**

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the Undersigned authority, personally appeared \_\_\_\_\_  
(Print Name)  
who being duly sworn, deposes and says they are \_\_\_\_\_  
(Title)  
of \_\_\_\_\_  
(Firm)

the Bidder submitting the attached proposal for the work covered by the Documents in **Bid No. 23-01, City Police Station and Building C Roof Replacement** in the City of St. Augustine Beach, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, their firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That they, their firm, association or corporation has neither directly, nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

\_\_\_\_\_  
(Bidder Name)

Sworn and Subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
(Signature)

Notary Public

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

My commission Expires: \_\_\_\_\_

NOTE: This form must be completed and attached to the Bidder's Bid Proposal

**ONLY REQUIRED BY SUCCESSFUL BIDDER 7 DAYS AFTER NOTICE OF AWARD**

## ATTACHMENT B

**LIST OF PROPOSED SUBCONTRACTORS**  
**City Police Department and Building C Roof Replacement**

## PREVIOUS WORK EXPERIENCE TOGETHER

[illegible]

ATTACHMENT C

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know their signature, and the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

**(Contractor to complete upper portion)**

\_\_\_\_\_

**(Surety to complete lower portion)**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-In-Fact, for the \_\_\_\_\_ and that they have been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the surety named therein in favor of the City of St. Augustine Beach, Florida.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida-at-large  
My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

**ATTACHMENT D**

**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

**NOT REQUIRED**



**ATTACHMENT “E”**

***License/Certification List***

In the space below, the Bidder shall list all **current** licenses and certifications held.

***The bidder shall attach a copy of each current license or certification listed below to this form.***

License Name	License #	Issuing Agency	Expiration Date

**END OF SECTION**



# BANKRUPTCY CERTIFICATION

At the time the proposal is submitted, the Bidder shall attach to their Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says they are \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the Bidder submitting the attached proposal for the work covered by the Documents in Bid No. 23-01, **City Police Department and Building C Roof Replacement** in the City of St. Augustine Beach, Florida.

The affiant states that the company nor owner/officer or principal of the firm either corporately or individually have filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
(Bidder)

Sworn and Subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Signature

Notary Public

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

My commission Expires: \_\_\_\_\_

NOTE: This form must be completed and attached to the Bidder's Bid Proposal

# 00500 STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR

## 2022 EDITION

These Contract Documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made on this [REDACTED] day of [REDACTED], 20[REDACTED] by and between **the St. Augustine Beach City Commissioners 2200 SR A1A, St. Augustine Beach, Florida 32080** (hereinafter referred to as the Owner) and [REDACTED] (hereinafter referred to as the Contractor) under seal for construction of **City Police Department and Building C Roof Replacement** (hereinafter referred to as the Project), the Owner and the Contractor hereby agreeing as follows:

### ARTICLE 1 - THE CONTRACT AND THE CONTRACT DOCUMENTS

#### 1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

#### 1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

#### 1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations, and negotiations, if any, between the Owner and Contractor.

#### 1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

#### 1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct, and timely execution of the work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

- 1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
- 1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
- 1.5.4 The words include, includes or including, as used in this Contract, shall be deemed to be followed by the phrase without limitation.
- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of this Contract.
- 1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, error, or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner of the Contract Documents or Product Data shall not be evidence of the Contractors compliance with this Contract.

- 1.5.7 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.

## **1.6 Ownership of Contract Documents**

- 1.6.1 The Contract Documents shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

## **ARTICLE 2 - THE WORK**

- 2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from, this Contract.
- 2.2 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Construction of City Police Department and Building C Roof Replacement.

**ARTICLE 3 - CONTRACT TIME**

**3.1 Time and Liquidated Damages**

- 3.1.1 The Contractor shall commence the Work within ten (10) calendar days from the date of the Notice to Proceed and shall Substantially Complete all Work within **Thirty (30)** consecutive calendar days from the date of the Notice to Proceed. Final Completion shall be **Fifteen (15)** consecutive calendar days after Substantial Completion. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the Contract Time. The Contract time has considered normal rainfall conditions and storm events as well as equipment, production, and delivery times.
- 3.1.2 The Contractor shall pay the Owner the sum of \$\_\_\_\_\_ (as per Instructions to Bidders section) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

**3.2 Substantial Completion**

- 3.2.1 Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can fully utilize the Work for its intended purpose.

**ARTICLE 4 - CONTRACT PRICE**

**4.1 The Contract Price**

- 4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein the fixed total sum of \$\_\_\_\_\_. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

**ARTICLE 5 - PAYMENT OF THE CONTRACT PRICE**

**5.1 Schedule of Values**

- 5.1.1 Within **ten (10)** calendar days of the effective date hereof, the Contractor shall submit to the Owner a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Owner may require substantiating its accuracy. The Contractor shall not imbalance its

Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Owner. The Owner may terminate this Contract without liability of any kind if the Schedule of Values is not agreed upon within **fifteen (15)** calendar days of the effective date hereof.

## 5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Payments – Based upon the Contractor's Applications for Payment submitted to the Owner, the Owner shall make payments to the Contractor on account of the Contract Price.

5.2.3 Upon completion of work required by the Contract, , the Contractor shall submit an Application for Payment to the Owner in such form and manner, and with such supporting data and content, as the Owner may require..

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has been completed for which payment is requested and that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Owner shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Owner shall make payment of the Contract Price within thirty (30) days following the Owner's acceptance of the work. The amount of each partial payment shall be the amount requested less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract.

5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue the checks in payment to the Contractor of amount otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

### **5.3 Withheld Payment**

- 5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:
- a) Defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor.
  - b) Claims of third parties against the Owner or the Owner's property.
  - c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion.
  - d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price.
  - e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion.
  - f) Persistent failure to carry out the Work in accordance with the Contract.
  - g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

### **5.4 Unexcused Failure to Pay**

- 5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days written notice to the Owner and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

### **5.5 Substantial Completion**

- 5.5.1 When the Contractor believes the Work is Substantially Complete, including testing, verification data evidencing substantial, operational, completion. The Contractor shall submit to the Owner a list of items to be completed or corrected and shall include any required submittal information and documentation to close out the project. When the Owner, on the basis of an inspection, determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. Unless those instruments and equipment of guaranties remain of the "To Be Completed" list. Accordingly, the guarantees shall coincide with final completion date. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

### **5.6 Final Completion and Final Payment**



- 5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner thereof in writing. Thereupon, the Owner shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Owner shall promptly issue a Certificate for Payment.
  - 5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefor by the Owner in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of \$\_\_\_\_\_ (as per instructions to bidders) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- 5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Owner its affidavit that all payrolls, invoices for materials and equipment, warranty, Bill of Sale, Record Drawings, test performance data and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.
- 5.6.3 The Owner shall make Final Payment of all sums due the Contractor within thirty (30) days of the Owners execution of a Final Certificate for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

## **ARTICLE 6 - THE OWNER**

### **6.1 Information, Services and Things Required from Owner**

- 6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.
- 6.1.2 The Owner shall furnish the Contractor, free of charge, electronic copies of the Contract Documents for execution of the Work. The Contractor shall be charged a fee by the Owner of \$50.00 per additional printed set of Contract Documents if they require any.

## 6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

## 6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner. ARTICLE 7 - THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort, and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

## 7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Contract. This warranty shall survive termination of this Contract and shall not be affected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective. The warranty period will be for **three (3) years** from the final completion certified date or such other agreed upon completion date.

7.5 Contractor shall obtain and pay for all permits, fees, and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining

to the Work.

## 7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Owner for his information, the Contractor's schedule for completing the Work. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Owner one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner the approved Product Data, Samples, and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

## 7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

## 7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. With the small size of the construction area and being in a residential area, it will be expected that the Contractor keep all materials, equipment and any other items cleaned up **NIGHTLY**, so as to not pose any danger to the residents. Upon Substantial Completion of the Work, the Contractor shall clean the site and the

Project and remove all waste, together with all of the Contractor's property therefrom.

**7.11 Access to Work**

7.11.1 The Owner and any designee of the Owner, shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

**7.12 Indemnity**

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers compensation acts, disability benefits acts or other employee benefit acts.

**7.13 Safety**

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating, and maintaining such programs in connection with the performance of the Contract and for adequate site maintenance and function for the intended purpose. **The safety of residents, their families and property during the project should be a daily inspection task for all workers present on the site.**

7.13.2 The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless otherwise in writing by the Contractor to the Owner, this person shall be the Contractor's Superintendent.

**ARTICLE 8 - CONTRACT ADMINISTRATION**

**8.1 Claims by the Contractor**

8.1.1 All Contractor claims shall be initiated by written notice and claim to the Owner. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently

proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order initiated by the Owner and the Contractor.

8.1.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Owner written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.1.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner, for such reasonable time as the Owner may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.1.5.1 Delays and Extensions of Time – An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30-day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years and caused delay. In requesting extensions of time for weather conditions, Contractor shall present complete records and averages referred to above, and such requests shall document how weather conditions delays progress of the Work. Hurricane and Tropical Storm weather conditions may warrant extension based upon the level of damage and the disruption of the contractor's work.

## **8.2 Field Orders**

8.2.1 The Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

## **ARTICLE 9 - SUBCONTRACTORS**

### **9.1 Definition**

9.1.1 A Subcontractor is an entity that has a direct Contract with the Contractor to perform a portion of the Work.

### **9.2 Award of Subcontracts**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.1 Changes Permitted**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

## **10.2 Change Order Defined**

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by the Change Order.

## **10.3 Changes in the Contract Price**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner based on the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 Unit Prices for adjustments are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

## **10.4 Minor Changes**

10.4.1 The Owner shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

## **10.5 Effect of Executed Change Order**

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive

evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out or resulting from the Work included within or affected by the executed Change Order.

#### **10.6 Notice to Surety; Consent**

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent, or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

### **ARTICLE 11 - UNCOVERING AND CORRECTING WORK**

#### **11.1 Uncovering Work**

11.1.1 If any of the Work is covered contrary to the Owner's request or is subject of additional work as part of a change order or to any provision of this Contract, it shall, if required by the Owner, be uncovered for the Owner's inspection and concurrence of the work acceptability and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the Owner, be uncovered for the Owner's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

#### **11.2 Correcting Work**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Owner as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections.

11.2.2 If within three (3) years after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this three (3) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the three (3) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.



### **11.3 Owner May Accept Defective or Nonconforming Work**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of

(a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE 12 - CONTRACT TERMINATION**

### **12.1 Termination by the Contractor**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Contract and recover from the Owner's payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

### **12.2 Termination by the Owner**

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information, and Contract rights as the Contractor has.

- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts.
- (d) Contract prices for labor, materials, equipment and other services accepted under this Contract.
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any.
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

## 12.2.2 For Cause

- 12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, 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 Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2. If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, , the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE 13 - INSURANCE**

### **13.1 Contractor's Insurance:**

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents, representatives, Contractors, Subcontractors, or employees. Prior to commencement of services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

- a. Worker's Compensation/Employer's Liability Insurance as required by the Worker's Compensation Laws of the State of Florida.
- b. General Liability Insurance on the Comprehensive form for all operations of the successful Bidder under the Contract, including coverage for, but not limited to Personal Injury Broad Form Property Damage and Project Liability for a minimum limit of \$1,000,000 per occurrence.
- c. Automobile/Truck Injury and Property Damage Liability Insurance covering all vehicles, whether owned, non-owned, leased or hired, with not less than \$100,000 per person/\$300,000 per occurrence combined single limits.

Insurance companies providing the required insurance coverages for the successful Bidder must be rated into the current issue of "Bests" Insurance Key Rating Guide at "A" for the policyholder's category and XIII for the financial category to be specifically approved by the Owner.

### **13.2 Insurance Certificate**

13.2.1 A Certificate of Insurance, naming St. Augustine Beach City Commissioners as additional insured, shall be required at the signing of the Contract by the successful Bidder. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the required coverages and guarantee the City of St. Augustine Beach Commissioners. Certified copies of all policies must accompany the Certificate of Insurance when requested by the City.

## **ARTICLE 14 - MISCELLANEOUS**

### **14.1 GOVERNING LAW**

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

## **14.2 Successors and Assigns**

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

## **14.3 Surety Bonds**

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

## **14.4. Safety of Persons and Property (not used)**

## **14.5. Contract Work Hours and Safety Standards Act**

### 14.5.1 Compliance with the Contract Work Hours and Safety Standards Act.

- (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 work week.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in [paragraph 14.5.1\(1\)](#) 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 14.5.1\(1\)](#), in the sum of \$29 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 14.5.1\(1\)](#) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Owner 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 14.5.1\(2\)](#).

- (4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in [paragraph 14.5.1\(1\)](#) through (4) 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 14.5.1\(1\)](#) through (4).

#### **14.6. Clean Air Act and Federal Water Pollution Control Act**

14.6.1 Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency

#### **14.7. Debarment and Suspension**

##### **14.7.1 Suspension and Debarment**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Owner. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

#### **14.8. Byrd Anti-Lobbying Amendment**

##### **14.8.1 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.

#### **14.9 Copland Anti-Kickback Act**

14.9.1 The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

14.9.2 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection 14.9.1 above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

14.9.3 Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

### **ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY**

#### **15.1 Contractor's Employment Opportunity**

15.1.1 During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, 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 comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (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 15.1.1 and the provisions of paragraphs 15.1.1 through 15.1.8 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.

#### **ARTICLE 16 - ELECTRONIC DOCUMENT SUBMISSIONS**

- 16.1 All final documents/work products must be delivered in Adobe "pdf" format in one "pdf" file. The purpose of this file format is for electronic transmittal and publishing of final work products. Any plans, specifications, reports, or other documents regulated by Chapters 471 and 472, Florida Statutes, or by any other Federal or State law rule or regulation are exempted from this requirement.
- 16.2 For Documents regulated by Chapters 471 and 472, Florida Statutes, the Contractor/Consultant shall provide a flash drive with the digital files of any plans, specifications, reports or other deliverable documents for informational purposes only or archive a digital copy of such files which shall be retained by the Contractor Consultant for a period of ten (10) years following the acceptance of the final work product, and which shall be made available to the City upon request from an authorized City official/employee, and payment by the City of the cost of reproduction. For documents regulated by any other Federal or State law, rule, or regulation, the Contractor/Consultant shall abide by, and comply with, the provisions contained in the applicable Federal/State law/rule/regulation.



Contract No. 23-01 City Police Department and Building C Roof Replacement

Owner: City of St. Augustine Beach

Contractor:

\_\_\_\_\_  
Max Royle Seal

\_\_\_\_\_  
Seal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

City Manager  
\_\_\_\_\_  
Print or Type Title

\_\_\_\_\_  
Print or Type Title

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Date of Execution

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Date of Execution

By: \_\_\_\_\_  
Dariana Fitzgerald, City Clerk

\_\_\_\_\_  
Date of Execution

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