ADDENDUM NO. 1

TO THE CONTRACT DOCUMENTS

2024 RESURFACING PROJECT

For

THE CITY OF EAGLE LAKE

PENNONI JOB NO. ELAKX23004

You are advised to pay special attention to the directions and information presented herein and govern yourself accordingly.

Bidders on this Project are hereby notified that this Addendum shall be attached to and made a part of the abovenamed Contract Documents.

This Addendum shall be noted on the Bid Form and Bids submitted shall conform to the additions and revisions described herein.

This Addendum includes all changes and requests for information (RFIs) received SINCE THE ISSUANCE OF THE BID DOCUMENTS

SENT TO ALL KNOWN PLANHOLDERS VIA E-MAIL ALSO AVAILABLE ONLINE AT PENNONI FTP SITE

1.0) RFI Question No. 1: I performed a takeoff and compared with the quantities on the bid form. The tonnage quantities are way off. I figured tonnage as follows: 110 lbs. per vertical inch per Sq. Yd.

Response to RFI Question No. 1: See the attached revised Division 5 showing updated quantities on the bid form in bold text.

DIVISION 5: FORMS

SECTION 5.1: FORMS TO SUBMIT WITH BID

The following forms must be completed and included in the Bidder's response to this Solicitation. This list represents the forms only and does not include all information and items necessary to be responsive to the Bid Solicitation.

- 5.1.1 Bid Form
- 5.1.2 Bid Security
- 5.1.3 Bidder's Qualifications
- 5.1.4 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
- 5.1.5 Drug-Free Workplace Certificate
- 5.1.6 Florida Trench Safety Act Acknowledgement
- 5.1.7 Non-Collusion Affidavit
- 5.1.8 Public Entity Crimes Statement
- 5.1.9 Tabulation of Subcontractors and Suppliers

SECTION 5.2: FORMS FOR CONVENIENCE

The following forms are included for convenience in the Bid Documents. The Owner may require additional forms during the performance of the Work:

- 5.2.1 Certificate of Final Completion Form
- 5.2.2 Certification of Substantial Completion Form
- 5.2.3 Change Order Form
- 5.2.4 Contractor's Application for Payment Form
- 5.2.5 Field Order Form
- 5.2.6 Notice of Award Form
- 5.2.7 Notice to Proceed Form
- 5.2.8 Payment Bond Form
- 5.2.9 Performance Bond Form
- 5.2.10 Work Change Directive Form

5.1.1 Bid Form

BIDDER'S COMPANY NAME:

PROJECT: City of Eagle Lake 2021 Resurfacing Project

A. Bid Recipient

- This Bid is submitted to: City of Eagle Lake Attn: City Manager 75 7th Street N Eagle Lake, FL 33839
- 2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bid Documents to perform all Work as specified or indicated in the Bid Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bid Documents.

B. Bidder's Acknowledgements

 The Bidder accepts all of the terms and conditions of DIVISION 1: INSTRUCTIONS TO BIDDERS, including without limitation those dealing with the disposition of the Bid Security. The Bid will remain subject to acceptance for 120 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

C. Bidder's Representations

- 1. In submitting this Bid, the Bidder represents that:
 - a. The Bidder has received from the Issuing Office a complete set of Bid Documents and other related data identified in the Bid Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>	

- b. The Bidder has examined and carefully studied the Bid Documents, Addenda, and the other related data identified in the Bidding Documents and provided the information to Subcontractors and Suppliers who have provided quotations to the Bidder for the Work.
- c. The Bidder has visited the Site and become familiar with and is satisfied as to the

general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- d. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- e. The Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in DIVISION 1: INSTRUCTIONS TO BIDDERS.
- f. The Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplemental examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences of construction expressly required by the Bid Documents to be employee by the Bidder, and safety precautions and programs incident thereto.
- g. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bid Documents
- h. The Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
- i. The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bid Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bid Documents.
- j. The Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder has discovered in the Bid Documents, and the written resolution thereof by the Engineer is acceptable to the Bidder.
- k. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Bidder certifies Bidder's authority and qualification to do business in the state where the Project is located, that the Bidder is a state-certified Contractor in good

standing and holds current registration with the Florida Construction Industry Licensing Board of the Florida Department of Professional Regulation, that the type of license is in a class that authorizes the Bidder to perform the general nature of the construction to be performed on this project, and that the Bidder's State Contractor's license number for the state of the project is shown on the Bid Form.

D. Bidder's Certification

- 1. Bidder certifies that:
 - a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
 - b. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
 - c. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
 - d. The Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made

 (a) to influence the bidding process to the detriment of the Owner, (b) to
 establish Bid Prices at artificial non-competitive levels, or (c) to deprive the
 Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid Prices at artificial, non-competitive levels; and
 - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. Basis of Bid

- 1. The Bidder has reviewed DIVISION 6: TECHNICAL SPECIFICATIONS; and will complete the Work in accordance with the Contract Documents for the following price(s):
 - a. BASE BID

	BID FORM CITY OF EAGLE LAKE 2024 RESURFACING PROJECT						
ltem No.	FDOT Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
1	0101 1	Mobilization/Demobilization	LS	1			
2	0102 1	Maintenance of Traffic	LS	1			
3	0327 70 1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	10992			
4	0334 1 11	Superpave Asphalt Conc. Traffic A (2.25" SP 12.5)	TN	1369			
5	0334 1 11	Superpave Asphalt Conc. Traffic A (0.5" SP 9.5)	TN	308			
6	0711 11125	Thermoplastic Standard, White, 24"	LF	300			
7	0711 11125	Thermoplastic Standard, White, 16"	LF	110			
8	0711 001	Railroad Crossing	EA	2			
9	0711 15201	Thermoplastic Standard, Yellow, 6″	LF	200			
10		Contingency (10% of Total)	LS	1			
BASE BID TOTAL							
	ADD ALTERNATE 1						
11	0102 1	Maintenance of Traffic	LS	1			
12	0327 70 1	Milling Existing Asphalt Pavement (1" Avg. Depth)	SY	3049			

13	0334 1 11	Superpave Asphalt Conc. Traffic A (2.25" SP 12.5)	TN	378		
14	0334 1 11	Superpave Asphalt Conc. Traffic A (0.5" SP 9.5)	TN	84		
15	0711 11125	Thermoplastic Standard, White, 24"	LF	15		
			Α	DD ALTERNA	TE 1 TOTAL	

TOTAL BID WITH ADD ALTERNATE:

	(\$)
(words)	(numerals)

The Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

F. Time of Completion

- The Bidder agrees that the Work will be substantially complete within 60 calendar days after the issuance of the Notice to Proceed and completed and ready for final payment in accordance with the Contract Documents within 90 calendar days after the date when the Contract Time commences to run. The Contract Time will be extended 30 calendar days for each Additive Alternative accepted by the Owner.
- 2. The Bidder accepts the provisions of the Agreement as to liquidated damages.

G. Attachments to This Bid

- 1. The following documents are submitted with and made a part of this Bid:
 - a. DIVISION 5: FORMS Bid Form
 - d. DIVISION 5: FORMS Bid Security
 - c. DIVISION 5: FORMS Bidder's Qualifications
 - d. DIVISION 5: FORMS Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion, Last Three (3) Years
 - e. DIVISION 5: FORMS Drug-Free Workplace Certificate

- f. DIVISION 5: FORMS Florida Trench Safety ActAcknowledgement
- g. DIVISION 5: FORMS Non-Collusion Affidavit
- h. DIVISION 5: FORMS Public Entity Crimes Statement
- i. DIVISION 5: FORMS Tabulation of Subcontractors and Suppliers
- j. Evidence of authority to do business in the State of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

Contractor's License No.:_____.

H. Defined Terms

1. The terms used in this Bid with initial capital letters have the meanings stated in DIVISION 1: INSTRUCTIONS TO BIDDERS and DIVISION 4: SUPPLEMENTAL CONDITIONS.

I. Bid Submittal

1. This Bid is submitted by: If Bidder is:	
An Individual	
Name (typed or printed):	(SEAL)
By: (Individual's signature)	_(JLAL)
Doing business as:	
<u>A Partnership</u>	
Partnership Name:	
Ву:	_(SEAL)
(Signature of general partner – attach evidence of authority to sign)	
Name (typed or printed):	
State Contract License No	
<u>A Corporation</u>	
Corporation Name:	
	(SEAL)
State of Incorporation:	
Type (General Business, Professional, Service, Limited Liability):	
By:	
(Signature – attach evidence of authority to sign)	
Name (typed or printed):	
Title:	
(Corporate Seal)	
Attest	
(Signature of Corporate Secretary)	
Date of Qualification to do business in Florida is/	

State Contractor License No	
<u>A Joint Venture</u>	
Name of Joint Venture:	
First Joint Venturer Name:	(SEAL)
By:	
	mer – attach evidence of authority to sign)
Name (typed or printed):	
Second Joint Venturer Name:	(SEAL)
By:	
(Signature of first joint ventu sign)	re partner – attach evidence of authority to
Name (typed or printed):	
Title:	
(Each joint venturer must sign. The man	ner of signing for each individual, partnership, nt venture should be in the manner indicated
Bidder's Business Address	
Phone No	
E-mail	
SUBMITTED on,	
State Contractor License No.	

5.1.2 Bid Security Form

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date: Project (Brief Description Including Location):

BOND

Bond Number: Date (Not later than Bid due date): Penal sum _____

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER		SURETY	
	(Seal)		(Seal)
Bidder's Name and Corporate Seal		Surety's Name and Corporate Seal	
Ву:	_	Ву:	
Signature and Title		Signature and Title	
		(Attach Power of Attorney)	
Attest:	_	Attest:	
Signature and Title		Signature and Title	

Note: Above addresses are to be used for giving required notice.

- A. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of the Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
- B. Default of Bidder shall occur upon the failure of the Bidder to deliver within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents.
- C. This obligation shall be null and void if:
 - i. The Owner accepts the Bidder's Bid and the Bidder delivers within the time required by the Bid Documents (or any extension thereof agreed to in writing by the Owner) the executed Agreement required by the Bid Documents and any performance and payment bonds required by the Bid Documents, or
 - ii. All Bids are rejected by the Owner, or
 - iii. The Owner fails to issue a Notice of Award to the Bidder within the time specified in the Bid Documents (or any extension thereof agreed to in writing by the Bidder and, if applicable, consented to by Surety when required by Paragraph Ehereof).
- D. Payment under this Bond will be due and payable upon default by the Bidder and within 30 calendar days after receipt by the Bidder and the Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- E. The Surety waives notice of any and all defenses based on or arising out of any time extension to issue the Notice of Award agreed to in writing by the Owner and the Bidder, provided that the total time for issuing the Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid Due Date without the Surety's written consent.
- F. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph D above is received by the Bidder and the Surety and in no case later than one year after the Bid Due Date.
- G. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- H. Notices required hereunder shall be in writing and sent to the Bidder and the Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the partyconcerned.
- I. The Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Suretythereby.

- J. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- K. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

5.1.3 Bidder's Qualifications

The Bidder warrants the truth and accuracy of all statements and answers herein contained. (Include additional sheets if necessary.)

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

- A. LICENSE # and COMPANY'S NAME:
- B. CO. PHYSICAL ADDRESS:
- C. TELEPHONE NUMBER: (_____)
 D. FAX: (_____)

 E. Bidding as an; individual: _____; a partnership: ____; a corporation: ___; a joint venture: ____.
- F. If a partnership: list names and addresses of partners; if a corporation: list names of officers, directors, shareholders, and state of incorporation; if joint venture: list names and addresses of venturers and the same if any venturer is a corporation for each such corporation, partnership, or joint venture:
- G. Your organization has been in business (under this firm's name) as a ______
 for how many years? ______
- H. Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size, and nature as the one proposed (for a public entity). Include contact name and phone number:
- Have you ever been awarded additional time to complete work awarded to you during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.
- J. Have you ever been assessed liquidated damages under a contract during the past five (5) years? If so, state when, where (contact name, address, and phone number) and why.

- K. Have you ever failed to complete work awarded to you? If so, state when, where (contact name, address, phone number) and why?
- L. Have you ever been debarred or prohibited from bidding on a governmental entity's construction project? If yes, name the entity and describe the circumstances:
- M. Name three individuals, governmental entities, or corporations for which you have performed similar work and to which you refer. Include contact name and phone number:
- N. What specific steps have you taken to examine the physical conditions at or contiguous to the site, including but not limited to, the location of existing undergroundfacilities?
- O. What specific physical conditions, including but not limited to, the location of existing underground facilities have you found which will, in any manner, affect cost, progress, performance, or finishing of the work?
- P. Will you subcontract any part of this Work? If so, describe which major portion(s):
- Q. If any, list (with contract amount) MBE/WBE's to be utilized:
- R. What equipment do you own to accomplish this Work?

S. What equipment will you purchase/rent for the Work? (specify which)

Name, address and phone number of Surety's resident agent for service of process in Florida:

Phone: (____)

ELAKX23004 FORMS

5.1.4 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years

Project	Name and Address of Owner or Engineer	Name and Phone Number of Owner or Engineer Representative	Date of Contract	Amount	Status

5.1.5 Drug-Free Workplace Certificate

I, the undersigned, in accordance with Florida Statutes 287.087, hereby certify that

(Print or Type Name of Firm)

- □ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- □ Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug- free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- □ Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chamber 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- □ Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- □ Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature		Date Signed
State of:		
County of:		20
Sworn to and subscribed before me this	day of	, 20
Personally knownor Produced Ide	ntification	
		Specify Type of Identification
Signature of Notary		
Signature of Notary		
My Commission Expires:		

5.1.6 Certificate of Compliance with the Florida Trench Safety Act

The Bidder acknowledges sole responsibility for complying with the Florida Trench Safety Act (Act) and Occupational Safety and Health Administration's excavation safety standard 29 CFR 1926.650 (Subpart P as amended). The Bidder further acknowledges that included in the various items of the Proposal and in the Total Base Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The Bidder further identifies the costs to be summarized below:

	Trench Safety Method (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Extended Cost	Unit Extended Cost
A.					
В.					
C.					
D.					

Total:

Failure to complete the above may result in the Bid being declared non-responsive. The costs indicated above are provided to comply with the Act and shall not constitute grounds for any additional compensation to that listed for the separate line items of the Proposal Form.

	By:	
	Bidder:	
	Date:	
	Authorized Signature:	
State of:	_	
County of:	_	
Sworn to and subscribed before me this	day of	, 20
Personally knownor Proc	luced Identification	
		Specify Type of Identification

Signature of Notary My Commission Expires: _____

5.1.7 Non-Collusion Affidavit of Prime Bidder

	ite of unty of		
		, being first duly sworn, deposes and says that:	
	Name		
1.	He/She is	of	_, the
	Title	Company	
	Bidder that has submitted the attached bid;		

- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bidder not any of his/her officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or if any other Bidder; not has fixed any overhead, profit or cost element of the Bid Price, or the Bid Price of any other Bidder; not has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Eagle Lake, Florida or any person interested in the proposed Contract; and
- 5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)			
		Name	
		Title	
Subscribed and sworn to before me this	day of		, 20
Signature			
Title			
My commission expires			

5.1.8 Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statues, on Public Entity Crimes

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the City of Eagle Lake, Florida by

	(print individual's name and title)
for	
(pri	nt name of entity submitting sworn statement)
whose business address is	
And (if applicable) its Fede	al Employer Identification Number (FEIN) is
(If the entity has no FEIN, in	clude the Social Security of the individual signing this swornstatement:
)	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), <u>Florida Statues</u> means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or stated trial court of record relating to charges brought by indictment or information after July 1. 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime: or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies).
 - _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

	(Signature)
Sworn to and subscribed before me this	day of, 20
Personally known	
OR Produced Indentification	_ Notary Public-State of
	My commission expires
(Type of Indentification)	

(Printed, Typed or Stamped Commissioned Name of Notary Public)

5.1.9 Tabulation of Subcontractors and Suppliers

The Undersigned states that the following is a full and complete list of the proposed Subcontractors and Suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

	SUBCONTRACTOR OR SUPPLIER AND ADDRESS	MBE/WBE STATUS	CLASS OF WORK OR MATERIAL
1			
2.			
3.			
4.			
 5.			
6.			
 7			_
Name:		-	
Title:		<u>-</u>	
Date:			

5.2.1 Certificate of Final Completion

Project:	Owner: City of Eagle Lake	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This Certificate of Final Completion applies to:

□ All Work under the Contract Documents:

The following specified portions:

Date of Final Completion

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, the Contractor and the Engineer, and found to be complete and final. The Date of Final Completion of the Project or portion thereof designated above is hereby declared.

Executed by Engineer

Accepted by Contractor

Date

Date

Accepted by Owner

Date

5.2.2 Certificate of Substantial Completion

Project:	Owner: City of Eagle Lake	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

□ All Work under the Contract Documents: 2 The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be allinclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

? Not

□ Amended Responsibilities

Amended Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	
Accepted by Contractor	

Accepted by Owner

Date

Date

Date

5.2.3 Change Order Form

			No
Date of Issuance: Project:	Owner:	Effective Dat	e: Owner's Contract No.:
Project.	City of Eagle Lak	(e	Owner's contract No
Contract:	city of Edgie Edi		Date of Contract:
Contractor:			Engineer's Project No.:
The Contract Documents are modifie	d as follows upon exe	ecution of this Change	Order: Description:
Attachments: (List documents suppor	rting change):		
CHANGE IN CONTRACT PRICE	:		IN CONTRACT TIMES:
Original Contract Price:			Times: I Working days I Calendar days mpletion (days ordate):
\$			l payment (days or date):
		,	· · · · · · · <u> </u>
[Increase] [Decrease] from previously			ase] from previously approved Change Orders
Orders Noto No			to No
\$			mpletion (days): l payment (days):
Ŷ		Ready for fina	
Contract Price prior to this Change Ord	der:	Contract Times pr	ior to this Change Order:
		Substantial co	mpletion (days ordate):
\$		Ready for fina	l payment (days or date):
[Increase] [Decrease] of this Change (and an	Increase] [Decree	cal of this Change Order:
[Increase] [Decrease] of this Change C	inder:		se] of this Change Order: mpletion (days ordate):
\$			l payment (days or date):
o			
Contract Price incorporating this Chan	ge Order:		ith all approved ChangeOrders: mpletion (days ordate):
\$			I payment (days or date):
RECOMMENDED:	ACCEPTED:		ACCEPTED:
Ву:	Ву:		Ву:
Engineer (Authorized Signature)	Owner (Author	ized Signature)	Contractor (Authorized Signature)
Date:			
Approved by Funding Agency (if applic	aule)		Date:

ELAKX23004 FORMS

E 2 / Contractor's Application for Payment

5.2.4 Contractor's Application for Payment		Application for Payment No:
	Application Period:	Application Date:
To (Owner): City of Eagle Lake	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		

NET	CHANGE BY
CONTRACTO	R'S CERTIFICATION
CHA	NGETORDERS

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Ву:	Date:

1. ORIGINAL CONT	I RACI PRICE.	\$	
2. Net change by	Change Orde	ers\$	
		(Line 1 ± 2)\$	
4. TOTAL COMPL	LETED AND S	TORED TO DATE	
(Column F on F	Progress Estir	nate)\$	
5. RETAINAGE:	U		
a. %x\$	\$	Work Completed\$	
b. %x §	\$	Stored Material\$	
		+ Line 5b)\$	
		E (Line 4 - Line 5c)\$\$	
		(Line 6 from prior Application)\$	
		TION\$	
9. BALANCE TO F	FINISH, PLUS		
9. BALANCE TO F	FINISH, PLUS	RETAINAGE	
9. BALANCE TO F	FINISH, PLUSF Progress Est	RETAINAGE imate + Line 5 above)\$	
9. BALANCE TO F (Column G on	FINISH, PLUSF Progress Est	RETAINAGE imate + Line 5 above)\$\$	
 BALANCE TO F (Column G on Payment of: 	FINISH, PLUSF Progress Est \$	RETAINAGE imate + Line 5 above)\$	
 BALANCE TO F (Column G on Payment of: 	FINISH, PLUSF Progress Est \$	RETAINAGE imate + Line 5 above)\$ (Line 8 or other - attach explanation of other amount)	
 BALANCE TO F (Column G on Payment of: is recommended b 	FINISH, PLUSF Progress Est \$	RETAINAGE imate + Line 5 above)\$ (Line 8 or other - attach explanation of other amount) (Engineer)	
 BALANCE TO F (Column G on Payment of: is recommended b 	FINISH, PLUSH Progress Est \$ by:	RETAINAGE imate + Line 5 above)\$ (Line 8 or other - attach explanation of other amount) (Engineer)	
 9. BALANCE TO F (Column G on Payment of: is recommended F Payment of: 	FINISH, PLUSH Progress Est \$ by:	RETAINAGE imate + Line 5 above)\$ (Line 8 or other - attach explanation of other amount) (Engineer)	
 BALANCE TO F (Column G on Payment of: 	FINISH, PLUSH Progress Est \$ by:	RETAINAGE imate + Line 5 above)\$ (Line 8 or other - attach explanation of other amount) (Engineer)	
 9. BALANCE TO F (Column G on Payment of: is recommended F Payment of: 	FINISH, PLUSH Progress Est \$ by:	RETAINAGE imate + Line 5 above)\$(Line 8 or other - attach explanation of other amount) (Engineer) (Line 8 or other - attach explanation of other amount)	(Date)

ELAKX23004 FORMS

Progress Estimate						Contract	or's Ap	plication
For (contract):				Application Number:				
Application Peri	od:			Application Date:				
	А	В	Work Complet	ted	E	F		G
ltem			С	D		Total Completed	%	Balance
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	and Stored to Date (C + D + E)	(F) B	to Finish (B - F)
	Tatala							
	Totals							

ELAKX23004 FORMS

Progress Estimate						Contract	or's Ap	plication
For (contract):				Application Number:				
Application Peri	od:			Application Date:				
	А	В	Work Complet	ted	E	F		G
ltem			С	D		Total Completed	%	Balance
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	and Stored to Date (C + D + E)	(F) B	to Finish (B - F)
	Tatala							
	Totals							

ELAKX23004 FORMS

ogress Estimate						Contractor's	Арриса	ation
For (contract):				Application	Number:			
Application Period:				Application	Date:			
			Work Comple	npleted E		F		G
Item Specification	Description	Scheduled	C From Previous	D This	Materials Presently	Total Completed and Stored to	% (F)	Balance to Finisl
Section No.	Description	Value	Application (C + D)	Period	Stored (not in C or D)	Date (C + D + E)	В	(B - F)
	Totals							
	Totals							

5.2.5 Field Order Form

		No			
Date of Issuance:	Effe	ective Date:			
Project:	Owner: City of Eagle Lake	Owner's Contract No.:			
Contract:		Date of Contract:			
Contractor:		Engineer's Project No.:			
	ider that a change in Contract Price or C	nanges in the Work without changes in Contract Price or contract Times is required, please notify the Engineer			
Reference:(Sp	ecification Section(s))	(Drawing(s) / Detail(s))			
Description:					
Attachments:					
Facineen		Deter			
Engineer:		Date:			
Receipt Acknowledged by (C	Contractor):	Date:			
		bute.			

Copy to Owner

5.2.6	Notice of Award		
			Dated
Project:		Owner: City of Eagle Lake	Owner's Contract No.:
Contract:			Date of Contract:
Contractor:			Engineer's Project No.:
Bidder:			
Bidder's Ad	dress: (send Certified Mail,	Return Receipt Requested)	
			has been considered. You are the Successful Bidder
and are awar	rded a Contract for		
	(Indica	te total Work, alternates or secti	ons or Work awarded)
The Contract		te total work, alternates of sections	
CO	pies of each of the propose	d Contract Documents (except D	rawings) accompany this Notice of Award.
set	ts of the Drawings will be de	livered separately or otherwise i	nade available to you immediately.
You must cor			days of the date you receive this Notice of Award.
1.		vexecuted counterparts of the C	
2.		Contract Documents the Contra	ct Security [Bonds].
3.	Other conditions precede	nt:	
Failure to co	mply with these conditions	within the time specified will ont	itle Owner to consider you in default, annul this Notice
	d declare your Bid security f		and Gwiler to consider you in default, annur this Notice
	ays after you comply with th		return to you one fully executed counterpart of the
			City of Eagle Lake

Owner By:_____

Authorized Signature

Title

Copy to Engineer

E 2 7 Notico

		Dated
Project:	Owner: City of Eagle Lake	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:
Contractor:		
Contractor's Addross Ison		
Contractor's Address: (ser	d Certified Mail, Return Receipt Requested)	
·	ntract Times under the above contract will cor	nmence to run on
You are notified that the Co On or before that date, you	ntract Times under the above contract will cor are to start performing your obligations unde	nmence to run on r the Contract Documents. The date of Substantial of readiness for final payment is
You are notified that the Co On or before that date, you completion is	ntract Times under the above contract will cor are to start performing your obligations unde and the date o	r the Contract Documents. The date of Substantial

Before you may start any Work at the Site, you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

Contractor	Owner
Received by:	Given By: Authorized Signature
Title	Title
Date	Date
Copy to Engineer	

5.2.8 Payment Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Nam	e and Address of Principal Place of Business):
OWNER (Name and Address):		
CONTRACT		
Date:		
Amount:		
Description (Name and Location):		
BOND		
Bond Number:		
Date (Not earlier than Contract Date):		
Amount:		
Modifications to this Bond Form:		
Surety and Contractor, intending to be legally bound he Payment Bond to be duly executed on its behalf by its a		ne terms printed on the reverse side hereof, do each cause this agent, or representative.
CONTRACTOR AS PRINCIPAL		SURETY
Company:		
Signature:	(Seal)	(Seal)
Name and Title:		Surety's Name and Corporate Seal
		Ву:
		Signature and Title
		(Attach Power of Attorney)
(Space is provided below for signatures of additional parties, if required.)		
		Attest:
		Signature and Title
CONTRACTOR AS PRINCIPAL SURETY		
Company:		
Signature:	(Seal)	(Seal)
Name and Title:		Surety's Name and Corporate Seal
		Ву:
		Signature and Title
		(Attach Power of Attorney)

Attest: _____ Signature and Title: 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

- 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging nonpayment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

- 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 - Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of

furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

8. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

from Contractor, or not received within 30 days of 10. No suit or action shall be commenced by a Claimant

under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

13. Upon request of any person or entity appearing to be a

FOR INFORMATION ONLY (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or Other Party*):

ELAKX23004 FORMS

potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

- 14.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of Work of Contractor and Contractor's the Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 14.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 14.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

5.2.9 Performance Bond

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): *Business*):

SURETY (Name, and Address of Principal Place of

OWNER (*Name and Address*):

CONTRACT Effective Date of Agreement: Amount: Description (*Name and Location*):

BOND

Bond Number: Date (*Not earlier than Effective Date of Agreement*): Amount: Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL		SURETY
Seal	(Seal)	(Seal) Contractor's Name and Corporate Surety's Name and Corporate Seal
By: Signature		By:
Print Name		Print Name

	Title		Title
Attest:		Attest:	
	Signature		Signature
	Title		Title
Note: P	rovide execution by additional parties, such as jo	oint ventu	ırers, if
necessa	ıry.		

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

- 1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
- 2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract; or
 - 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
- 3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2. Deny liability in whole or in part and notify Owner citing reasonstherefor.
- 4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to

be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

- 5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
- 6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
- 7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
- 8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
- 10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 11. Definitions.
 - 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or Other Party*):

5.2.10 Work Change Directive Form

Date of Issuance:		No Effective Date: _
Project:	Owner: City of Eagle Lake	Owner's Contract No.:
Contract:	·	Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

 $\hfill\square$ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- □ Nonagreement on pricing of proposed change.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time

Estimated change in Contract Price and Contract Times:

Contract Price \$	(increase/decrease)
	(increase/decrease)

Contract Time

days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date:
Authorized for Owner by:	Date:
Accepted for Contractor by:	Date:
Approved by Funding Agency (if applicable):	Date: