

**INVITATION TO BID  
MOWING OF SELECT HENDRY-LABELLE PARKS  
IN HENDRY COUNTY, FLORIDA**

**BID No. 2025-001**

**OPENING DATE AND TIME: OCTOBER 24, 2025 AT 2:00 P.M**



**Prepared by:** Hendry LaBelle Recreation Board

**Dated:** October 23, 2025

**HENDRY COUNTY RECREATION BOARD**

**LABELLE, FL 33935**

**BID No. 2025-001**

**EMORY “ROWDY” HOWARD, CHAIRMAN**

**PAUL SAMERDYKE**

**BOBBIE SPRATT**

**JACKIE RATICA**

**MITCHELL WILLS**

**STEVEN LYNN, DIRECTOR**

**INVITATION TO BID  
MOWING OF SELECT HENDRY-LABELLE PARKS  
IN HENDRY COUNTY, FLORIDA**

**BID No. 2025-001**

**OPENING DATE AND TIME:**

Sealed Bids will be received by the Hendry LaBelle Recreation Board for “Mowing of Select Hendry-LaBelle Parks, Hendry County, Florida”. In order to be considered, bids must be received by the Hendry LaBelle Recreation Board, c/o the Director, Attn: Steven Lynn, Hendry LaBelle Recreation, at 310 W Cowboy Way, LaBelle, Florida by **November 20, 2025 at 2:00P.M.**, at which time all responses to this request will be recorded in the presence of one or more witnesses.

A copy of the Instructions and Bid Documents can be obtained online at [www.hendryfla.net](http://www.hendryfla.net) under the Public Information tab or by calling (863) 675-5347.

Firms are encouraged to attend the Pre-Bid Conference on **November 6, 2025, at 9:00 A.M.** at the Hendry LaBelle Recreation Building, located at 310 W Cowboy Way, LaBelle, Florida 33935.

The solicitation does not commit Hendry LaBelle Recreation to award any contracts, to pay any costs incurred in the preparation of a response to this solicitation, or to contract for any services. The Board retains the right to cancel this solicitation or reject any or all responses for any reason set forth in Hendry County Code Section 1-2-185(c)(3)a and may choose to re-procure at the discretion of the Board of County Commissioners.

Hendry County is an Equal Opportunity Provider and Employer.

Si necesita la asistencia de un interprete que hable espanol para participar un esta reunion, por favor pongase en contacto con Steven Lynn al (863) 675-5347.

## **SECTION I**

### **GENERAL INFORMATION**

All responses which comply with the requirements of this procurement will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response.

One (1) clearly identified original and two (2) copies (three (3) total) of your submittal are required. At least one (1) submittal must have an original signature. If only one original signature is submitted, please mark on the outside of the submittal which one is the original.

Submittals will be received by Hendry LaBelle Recreation until **2:00 P.M. on November 20, 2025**

Submittals are to be mailed to:

Director Steven Lynn, Hendry LaBelle Recreation, PO Box 1760 LaBelle, Florida 33975

Or hand-delivered and/or Express Mailed to:

Hendry LaBelle Recreation Attn: Steven Lynn, 310 W Cowboy Way LaBelle, Florida 33935

The submitting respondent is required to have printed on the outer sealed envelope or wrapping containing its submission, the procurement number, title, opening date and time, and its company name and address. Facsimile submissions will not be accepted.

Submittals received after the date and time specified above shall be returned to the sender unopened and will not be considered.

All Submittals shall remain in effect for a period of ninety (90) days after submittal deadline.

Respondents shall be fully acquainted with the conditions relating to the execution of work required in this procurement. Failure of the respondent to become acquainted with existing conditions and the scope of services will in no way relieve the respondent of any obligation with respect to its submittal. This contract shall allow for "piggybacking" from other local government agencies, per Florida Statute 189.053.



## SECTION II

### SCOPE OF WORK

The intent of the Contract is to provide for the construction and completion in every detail of the work including the furnishing of all labor, materials, equipment, tools, transportation, and supplies required to complete same in accordance with the Procurement Documents.

#### 2.1

##### A. DESCRIPTION

1. The work in this section consists of the routine mowing of grassed or vegetated areas, with conventional high production style mowing equipment and the periodic mowing of difficult areas that may require the use of specialized equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth, or all succulent weed growth within the area to be mowed.
2. The contractor will be required to replace, repair or pay for any damages caused to ditches, structures, irrigation, or fencing within the mowing limits.
3. Supervisor and personnel shall be competent for the particular type work. The Contractor shall be fully responsible for the performance of their organization and completion of all work under this contract as set forth in these special provisions and as directed by the Director or his designated representative.
4. The Contractor shall furnish with the Bid, a complete proposal of their plan for accomplishing the required work, including a list of the equipment and personnel that the Contractor plans to utilize. The Contractor must have sufficient machinery and personnel to properly maintain the entire service area. Any **Subcontractor** being considered must be **PRE-APPROVED** by the **Director or his designated representative**.
5. The schedules established by the Director or his designated representative under these special provisions shall be used for determining delinquency in progress.
6. Bid selection committee is made up of five (5) board members: Two (2) county commissioner, two (2) City commissioners, and one (1) School Board Member.

## B. TYPES OF MOWING AREAS

1. Roadside mowing encompasses the routinely mowed areas of shoulder, front and back slopes of less than 3:1 slope, roadside ditch bottoms, various width utility strips and similar areas conducive to the use of high production equipment.
2. Mowing shall conform to previously established mowing limits. See Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D" for location maps.
3. The Director or his designated representative may require mowing of additional areas, in which case he shall designate the scope of work and allow payment for the additional areas under the appropriate item.
4. The Board reserves the right to add additional acreage to the mowing contract for other Board owned lands, road right of ways or easements that may be added in the future. The additional acreage will be billed at the unit price of the contract bid.
5. The contractor will not go into Zachary Reyna Playground area.

## C. QUANTITY AND FREQUENCY OF MOWING

1. The mowing acres specified in this Bid represent the type of mowing to be accomplished. The area and limits of mowing have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the Contractor to verify the type of mowing to be accomplished under this Bid. Any discrepancies or disagreements concerning quantities shall be mutually resolved, prior to beginning work in the area in question.
2. The Contractor shall mow each park once a week from May 1, 2026 through November 1, 2026 or as designated by the Director or his designated representative.
3. The Contractor shall complete such cutting cycle for roadside areas or combination roadside and slope areas, within 21 calendar days of beginning the cycle, weather permitting, as determined by the Board Director. The contractor is to notify the Board Director or his designee as to when Contractor starts and/or completes each cycle.
4. The Contractor will be compensated at the **UNIT PRICE PER ACRE, TIMES THE ACTUAL NUMBER OF ACRES COMPLETED.**
5. The work will be performed from **May 1, 2026**, through **November 1, 2026**, with a renewal option of an additional one year periods at the sole discretion of the Hendry LaBelle Recreation Board or their designated representative. This contract **may be terminated by the Board for any reason upon 30 days written notice.** Contractor will be paid for all service satisfactorily performed through date of termination.

## D. EQUIPMENT

1. All equipment shall be approved by the Director or his designated representative before it is placed in service. Safety devices are to be in place and properly maintained at all times during equipment usage. Safety devices to prevent flying debris shall be installed and maintained.
2. If the Director or his designated representative determines that the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director or his designated representative.
3. Inspection and approval of the Contractor's equipment by the Director or his designated representative shall not relieve the Contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
4. All of the mowing equipment regularly employed on the job site shall have a safety triangle mounted on mower.
5. The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of the cut can be adjusted to a minimum of 2-½ - 3 inches.
6. The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time frame specified herein. If, in the opinion of the Director or his designated representative, the Contractor has insufficient equipment on the job site to satisfactorily complete the work within the required time frame, the Contractor shall provide additional equipment as directed by the Director or his designated representative.

#### E. METHOD OF OPERATING

1. The Contractor shall not begin any cutting cycle until authorized, **IN WRITING**, by the Director or his designated representative.
2. On the initial cutting cycle, mowing shall commence at either or both extremities of the area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director or his designated representative specifically authorizes, **IN WRITING**, the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle.
3. At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed.
4. When work by Board forces, other Contractors, or weather conditions of a temporary nature, that prevents the Contractor from cutting any areas and such conditions are eliminated during the period designated for that mowing cycle, the Director or his designated representative may require the Contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point where, in the opinion of the Director or his designated representative, equipment may not be

used without excessive damage to the turf, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director or his designated representative. No deduction will be made from the pay for any one area, unless it exceeds one (1) acre in extent.

5. The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by the mowing equipment. It shall also be the Contractor's responsibility to remove any item such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or further subdivided by the mower, that will result in an objectionable appearance or create a safety hazard of any type at no cost to the Board. The Contractor shall exercise the necessary care to preclude any source of litter by their operation. All trash picked up can be put into the dumpsters that are on the property. A key will be given for the locked dumpster.

6. During periods of mowing operations, the Contractor shall consult with the Director or his designated representative for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow, without additional compensation, those areas so that the total cutting cycle may be completed in a satisfactory manner, within the specified time frame.

#### F. LIMITATIONS OF OPERATION

1. When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specified work site is protected by flagmen and warning signs, in accordance with The Manual of Uniform Traffic Control Devices.

3. When necessary for mowing machines to cross the travel way, a location shall be selected that provides an unobstructed sight distance of 500 feet. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing.

4. All equipment left on the right-of-way overnight is the sole responsibility of the Contractor and shall be parked as close to the right-of-way boundary as possible. Furthermore, the Contractor shall be responsible for any incident occurring from the equipment being left in the right-of-way overnight. No equipment shall be parked in the median, regardless of the width of the median.

5. All service and supply operations shall be conducted between the travel way and the right-of-way boundary, at least 30 feet from the travel way, right-of-way permitting. No supply vehicle shall enter the median for any purpose. No service shall enter the median except when necessary to repair and remove inoperable equipment.

6. Work on all parks can be done up till noon on Saturday. **NO WORK ON SUNDAY'S**

7. Must follow City of LaBelle's work hour guidelines.

#### G. HAZARDOUS OR TOXIC WASTE POLLUTANTS

When the Contractor's operation encounters or exposes any abnormal condition, which may indicate the presence of a hazardous or toxic waste, or pollutants, such operations shall be

discontinued in the vicinity of the abnormal condition and the Board shall be notified **immediately** (863-675-5347). Every effort shall be made by the Contractor to minimize the spread of any hazardous or toxic waste or pollutant into uncontaminated areas.

#### H. QUALITY

1. All grass and vegetation shall be cut to a height of 2 ½ - 3 inches with a maximum tolerance of ½ inch, plus or minus, unless otherwise directed by the Director or his designated representative. No bigger than 61" mowing deck.
2. Mowing areas of different widths shall be connected with smooth flowing transitions. All cuttings shall be performed in such a manner to result in the mowed grass or vegetation being cut uniformly at nominal 2 ½ inches height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.
3. In the event the Contractor damages the turns, curbs, or pavement, the Contractor will be responsible for the repair and/or replacement thereof. This also includes signs structures, mailboxes, appurtenances, etc.

#### I. DEFAULT OF CONTRACT

1. If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient workmen, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work anew, fails to comply with Contract requirements, or if the Contractors' performance, under the Contract, becomes unsatisfactory in the opinion of the Board, the Board will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing time certain to correct the failure.
2. If the Contractor, within the period of time described in the notice, shall not proceed to correct the conditions of which complaint is made, the Board will have full power and authority, without violating the Contract to take back authority of the work, out of the hands of the Contractor, and to declare the contractor default.
- 2.2 The Contractor is to mow the designated parks as shown on Exhibit "A", Exhibit "B" Exhibit "C" and Exhibit "D".
- 2.3 The Contractor **must weed-eat** or spray around signs, culverts, guardrails, sidewalks and other park structures. The cost shall be included in the unit price shown on the proposal from. \*If spraying contractor must have necessary license.
- 2.4 The Contractor must remove all debris from the right-of-way prior to mowing.
- 2.5 The Contractor must provide their own equipment and resources necessary for the operation. The Contractor must take precautions to protect private property, structures, equipment, and adjacent facilities from damage that might be caused during construction. Any damage caused by the Contractor in the performance of his work shall be repaired by the Contractor at no cost to the Board.

2.6 The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Director at the Contractor's Expense.

2.7 The Contractor is responsible for any damage to park signage, ditches, or structures, in the parks that occur due to the use of Contractor's equipment or personnel. Any damage caused by the Contractor in the performance of his work shall be corrected and paid at the Contractor's Expense. If the Contractor damages roadway signage, the Contractor will correct/repair the damaged signage and the Board will invoice the Contractor for said repairs.

2.8 The Contractor must notify the Hendry Labelle Recreation Office at (863) 675-5347, or the Director's designee, of any equipment failure or other delays that prohibit performance in a timely manner.

2.9 The Contractor must notify the Director's Office after each cut for review and approval.

2.10 Clean Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, temporary structures, surplus materials, discarded materials, garbage, rubbish, and rubble. The Contractor shall cut all grass and brush within the limits indicated and shall leave the site in neat and presentable condition. Material cleared/removed from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily unless the Contractor has obtained the written permission of such adjacent property Owner which includes an agreement or satisfactory disposal.

2.11 The Contractor must submit invoices, no less than 5 days after completion.

2.12 The Contractor, as a part of this Contract, shall include in his bid the furnishing and installation of all labor, materials, and work as necessary to complete the scope of work and all items shown on the maps.

2.13 Local Vendor Preference will be given under this Invitation to Bid

2.14 Veterans Preference will be given under this Invitation to Bid.

2.15 Contractor or help must show proof of background check to work on public parks.

2.16 Contractor must follow Osha rules, regarding safety equipment.

## SECTION III

### SUBMITTALS

#### **3-1. PREPARATION OF SUBMITTALS**

Submittals will be prepared in accordance with the following:

A. The attached Bid Form must be used.

B. All information required by the Bid Form shall be furnished. The respondent shall print or type their names and manually sign the schedule and each continuation sheet on which an entry is made.

C. Unit price shall be shown, and where there is an error in extension of price, the unit price shall prevail.

D. Alternate bids will not be considered, unless authorized by the specifications.

E. Respondents will not charge Federal Taxes, nor State of Florida Sales, Excise and Use Taxes in bid prices, as the Board is exempt from payment of such taxes.

F. Respondents shall thoroughly examine the drawings, specifications, schedule, instructions and all other Bid documents, and shall investigate the conditions to be encountered at the site of the proposed work as to the character, quality, and quantities of work to be performed and materials to be furnished. The Board does not guarantee the details pertaining to borings, tests or analysis shown on the plans or provided in the Procurement Documents to be more than a general indication of the conditions likely to be found at approximately the locations indicated. Respondent shall make his own interpretation of said data, if any, and shall base his bid on his own opinion of the conditions likely to be encountered. Respondent's submission of a proposal (bid) is prima facie evidence that it is based on his thorough examination and investigation as described in this section.

G. Respondents shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, as required by the Bid documents. No pleas of ignorance by the respondent of conditions that may hereafter exist as a result of failure or omission on the part of the respondent to make prudent examinations and investigations will be accepted as a basis for varying the requirements of the Contract or compensation to the respondent.

H. Respondents must submit one (1) complete original bid and two (2) complete copies of the original bid.

I. Respondents are strongly encouraged to attend the **Pre-Bid Conference scheduled for November 6, 2025 at 9:00 A.M.**, at the Hendry LaBelle Recreation Building, located at 310 W Cowboy Way, LaBelle, Florida 33935.

J. As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the Board for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the Board. Respondents must certify that the respondent is not participating in a boycott of Israel. NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

K. In addition to the Bid Form provided in Section V, the following Forms, attached at back of this bid packet, are to be completed, as appropriate, and submitted as part of Bidder's bid package:

Attachment 1 – Contractor's Affidavit;

Attachment 2 – Completed Projects;

Attachment 3 – Current Projects;

Attachment A – No Lobbying Acknowledgement;

Attachment B – Anti-Collusion & No Gifts Affidavit;

Attachment C – Public Entity Crime Affidavit;

Attachment D – Conflict of Interest Disclosure Affidavit;

Attachment E – Immigration Law Affidavit;

Attachment F – Drug-Free Workplace Affidavit

Attachment G – Exceptions to Solicitation (if needed)

Attachment H – Affidavit Concerning Boycotts of Israel

Attachment I – Local Vendor Preference Affidavit of Eligibility

Attachment J – Equipment List

Attachment K – Subcontractor List

L. Bidders shall not take advantage of any apparent error or omission discovered in the Procurement Documents, but shall immediately notify the Director of such discovery. The Director will then make such corrections and interpretations as necessary to reflect the actual spirit and intent of the Bid Documents.

M. Any questions are to be directed to Mr. Steven Lynn at 863-673-3167 or [steven.lynn@hendryfla.net](mailto:steven.lynn@hendryfla.net), Hendry LaBelle Recreation Director, 310 West Cowboy Way, LaBelle, Florida 33935. The last day to submit questions via e-mail for review and answer is **November 17, 2025 at 12:00 P.M.**

### **3-2. EXCEPTIONS**



Any exceptions, substitutions, deletions, or deviations from these specifications shall be explained in detail on the Exceptions to Solicitation Form (“**Attachment G**”). Bidders must show proof that any exceptions are equal or superior to those specified.

### **3-3. REJECTION OF BIDS**

The Director or the Hendry LaBelle Recreation Board may cancel this solicitation or reject any or all of the responses, as set forth in Hendry County Code Section 1-2-185(c)(3)a.

### **3-4. CORRECTION OR WITHDRAWAL OF RESPONSES; MATERIAL MISTAKES; CANCELLATION OF AWARDS.**

A. Responses containing mistakes discovered before the competitive procurement opening may be modified or withdrawn by written notice by the respondent received in the office designated in the procurement notice prior to the time set for opening.

B. After the competitive procurement opening, corrections of mistakes shall be permitted only to the extent that the vendor can show by clear and convincing evidence that a material mistake of a factual or mathematical nature was made, the nature of the mistake, and the price actually intended. The assigned unit price, when applicable, will be the determining factor when an extension price is in error. In place of correction, a low bidder establishing a material mistake of a factual or mathematical nature may be permitted to withdraw its bid if:

1. The response was submitted in good faith;
2. The magnitude of the error made would make enforcement a severe hardship;
3. The miscalculation was not the result of gross negligence;
4. The error was reported immediately to the Board; and
5. It is not later than twenty-four (24) hours after the competitive procurement opening, except that if the following day is not a business day for the Board. In such case, a withdrawal may be made until 12:00 noon the next Board business day. All decisions to permit the correction or withdrawal of responses, or to cancel awards or contracts based on material mistakes, shall be supported by a written determination by the Director.

### **3-6. COMPETITIVE PROCUREMENT DISPUTE RESOLUTION PROCEDURE.**

A. Any competitive procurement award decision may be challenged on the grounds of material irregularities in the procurement procedure or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must file a notice of intent to challenge the procurement in writing with the Office of Management and Budget within three (3) business days of e-mailing of the notice of intent to award in accordance with the Board’s Procurement Policy. A formal written procurement challenge shall be filed in the Hendry LaBelle Recreation Office within ten (10) calendar days of the notice of intent to award. Failure to file a timely notice of intent to

challenge or failure to file a timely formal written procurement challenge shall constitute a waiver of procurement challenge proceedings.

B. The notice of intent to challenge shall contain at a minimum: the name of the vendor, the vendor's address, e-mail address, fax number and phone number, the name of the vendor's representative to whom notices may be sent, the name and procurement number of the competitive procurement, and a brief factual summary of the basis of the intended challenge.

C. The formal written procurement challenge shall contain at a minimum: the vendor and the competitive procurement involved, a clear statement of the grounds on which the challenge is based, reference to the statutes, laws, ordinances or other legal authorities which the vendor deems applicable to such grounds, and the specific relief to which the vendor deems itself entitled by application of such authorities to such grounds. The vendor shall mail a copy of the notice of intent to challenge and the formal written procurement challenge to the selected vendor. The Director shall, within ten (10) calendar days of receipt of the formal written procurement challenge, investigate the challenge claim. If the challenge is found to be lacking in legitimate legal grounds, or if the challenge is incorrect factually, the Director shall inform the vendor of such finding. If the challenge is found to be meritorious, the Director shall inform all vendors who submitted responses of such finding. In the event the challenge is not resolved to all affected parties' satisfaction, the Board shall, within a reasonable time, be presented with the written challenge and the Director's findings. The procurement which is the subject of the protest shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect the substantial interests of the Board. The Board's decision on the challenge shall be final.

D. Nothing herein relinquishes the Board's rights to waive irregularities and formalities in accordance with the procurement package and instructions. Further, nothing herein shall create any rights in the unsuccessful vendor.

### **3-7. GENERAL NOTES**

B. All equipment necessary for the completion of the project shall be on the job in **first class working condition BEFORE COMMENCING WORK.**

C. The Contractor shall advise the Director 24 hours prior to commencing with each phase of the project.

D. The Contractor shall provide all quality control testing at its expense inherit to pay items on the Bid Schedule included in this solicitation. **This includes being responsible for any subcontractor activities, quality control testing, and Contractor quality assurance testing of same per listed project specifications.** The Director will perform the verification testing on the project. The contractor will ensure that all testing required by the specifications is performed. All commercially produced products that are used on the project will be accompanied by numerical test results or a certification from the manufacturer that the material meets the applicable standards. At the

Director's discretion, verification (acceptance) testing may be conducted. Passing acceptance tests shall be paid for by the Board, the Contractor shall pay for all failures.

E. The Contractor shall obtain all locations (locates) of underground utilities located within the project work area.

F. Unless noted otherwise, the Contractor shall obtain all permits for this project from any necessary entity, such as South Florida Water Management, Florida Department of Transportation, and/or Hendry County Building & Zoning/ Planning Departments.

G. See Technical Specifications Package for additional General Notes and Specifications.

#### H. E-VERIFY

The Contractor shall utilize the U. S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

(A) all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and

(B) all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Board.

### **3-8. ADDITIONAL CONDITIONS**

A. The Contractor shall maintain a competent qualified superintendent on the job at all times that will be responsible for assuring that the finished work complies with the procurement documents.

B. The Contractor shall furnish all material, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, water and sanitary facilities and all other facilities and incidentals necessary for the execution, and completion of the work.

C. The contract price constitutes the total compensation payable to Contractor for performing the work.

D. The contract price may ONLY be changed by a WRITTEN CHANGE ORDER. E. The Contractor shall maintain the proper safety procedures, at all times, to include the control of traffic in accordance with Contractor's Maintenance of Traffic Plan as approved by the Board.

### **3-9. PAYMENTS**

A. Payments will be made by the Board from invoices submitted to the Hendry LaBelle Recreation Board, Post Office Box 1760, LaBelle, Florida 33975.

C. Contractor shall ensure prompt payment of all materialmen and subcontractors utilized by the Contractor on the Project. Prior to being entitled to a progress payment from the Board the Contractor shall (a) provide the Board with written consent of surety to each partial payment or (b) an affidavit identifying all materialmen and subcontractors utilized on the Project, and affidavits from each materialman and subcontractor confirming payment in full for materials supplied or work performed through the date of the last progress payment request, together with a release of all lien rights or other claims from each through said date. Upon final completion of the Project and submission of required documentation including written consent of surety to final payment and a final invoice adjusted, if necessary, to include final project quantities, the Board will process the final invoice for payment.

D. All payments must be approved by the Hendry LaBelle Recreation Board. Invoices shall be submitted for verification a minimum of five (5) working days prior to the following Hendry LaBelle Recreation Boards meeting, which meetings are regularly scheduled on the Third Thursday of each month.

E. Any invoice not received in the necessary timeframe for verification will be carried over to the next Hendry LaBelle Recreation Board.

F. All invoices and receiving tickets must have a valid purchase order number before submitted to the Hendry LaBelle Recreation Board's office for verification

G. Invoices must be turned in one (1) week prior to board meeting.

#### **SECTION IV**

##### **REVIEW OF SUBMITTALS**

Submittals will be reviewed in accordance with the Board's procurement ordinance, Hendry County Code Section 1-2-185(c).

#### **SECTION V**

**BID FORM**

**BID No. 2025-001**

TO: Hendry LaBelle Recreation Board

Steven Lynn, Director

Hendry LaBelle Recreation

310 W Cowboy Way

LaBelle, Florida 33935

RE: Mowing in Select Hendry LaBelle Parks in Hendry County, Florida

FROM: \_\_\_\_\_

Bidder's Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip Code

\_\_\_\_\_

Date

\_\_\_\_\_

Phone Number

\_\_\_\_\_

Email Address

A. The undersigned, as bidder, does hereby declare that he has familiarized himself with the area affected by the work, local conditions affecting the cost of the work, Construction Documents including the Invitation to Bid, Project Plans, Technical Specifications, and Exhibits thereto and any addenda to such Construction Documents, and hereby proposes to furnish all materials and perform all work required in strict accordance with the provisions of such documents for the consideration of prices quoted in the Bid Schedule, which prices include any and all costs and profit associated with completing the scope of in accordance with the Procurement Documents.

B. The undersigned understands that the quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating bids and are subject to either increase or decrease. All quantities of work, whether increased or decreased are to be performed at the unit price stated in the Bid Schedule. The Owner reserves the right to modify or delete items listed in the Bid Schedule in order to make use of all available funding. Such modifications shall be made solely at the Owner's discretion.

C. The undersigned affirms that in making this bid, neither he nor any company that he may represent, nor anyone on behalf of him or his company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any compact to prevent any other bidder or bidders from bidding on said contract or work and further affirms that such bid is made without regard or reference to any other bidder and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with any other person or persons with reference to such bidding in any way or manner whatsoever.

D. The undersigned, when notified of the acceptance of this bid, does hereby agree to enter into a construction contract with the Owner, within fifteen (15) days from the date on the notice of acceptance unless such term is extended by the Board, and he shall provide all required certificates of insurance.

E. The undersigned further agrees that if awarded the contract he will commence the work on the date provided in the Notice to Proceed or, if no date is provided, within fifteen (15) calendar days after the date of the Notice to Proceed, and that he will complete the work in accordance with the schedules and timeframe set forth in the Contract or such amended time as may be granted. If the undersigned fails to complete any phase of the work within the given timeframe or if he fails to complete all of the work on or before the expiration of the allowed calendar days, then and in that event, he further expressly agrees that, for each day that any phase of the work under this Contract remains uncompleted thereafter, the Owner may deduct from the Contract price herein specified the stipulated sum of liquidated damages as scheduled in the Contract and retain for failure of the undersigned to complete the Contract on or before the expiration of the scheduled critical timeframe(s). The undersigned agrees that the Owner's damages caused by delay are capable of being established but would be difficult to measure accurately or completely and that the sums herein specified as liquidated damages are not a penalty, but represent the parties' estimate of the actual damages which the Owner would suffer per day if the work is not completed as scheduled.

F. In submitting this bid it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities, to reject all bids and to negotiate with the apparent qualified low bidder if necessary. It is agreed that THIS BID MAY NOT BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS after the opening thereof.

G. The undersigned affirms that he has completed, as applicable, signed and included in his bid the forms, security, statements, documents, and memoranda required by the procurement documents.

A bid shall be considered unresponsive and shall be rejected if it fails to include these fully executed statements or if the bidder fails to furnish required data. When a determination has been made to award a contract to a specific contractor, such contractor shall, prior to award, furnish such other pertinent information and assurances regarding his own employment policies and practices as well as those of his proposed subcontractors, as the Owner or State Office of Contract Compliance may require. The bidder shall furnish similar statements executed by each of his first

tier and second tier subcontractors whose contracts equal ten thousand (\$10,000.00) dollars or more. No subcontract shall be awarded to any non-complying subcontractor.

H. The undersigned affirms that he has completed all of the blank spaces in the Bid Schedule and has verified that quantities shown on the Bid Schedule are reasonably accurate. In the case of a tie bid price, the Owner may negotiate a price with each low tie bidder.

I. The undersigned affirms that wages not less than the minimum rates or wages, as predetermined for this project by the U. S. Secretary of Labor and Hendry LaBelle Recreation were used in the preparation of this bid.

J. The undersigned affirms that Bidder's Equal Employment Opportunity Policy is designed to further the provision of equal employment opportunity to all persons seeking employment and to assure that all employees are treated during employment without regard to their age, race, religion, color, national origin, sex, or disability. Such Policy applies to Bidder's employment practices including: 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, pre-apprenticeship and/or on-the-job training.

K. Bidder certifies that the bid prices contained in this bid include compensation for providing Owner indemnification as provided in Section 6.24 of the General Conditions

L. The undersigned acknowledges receipt of the addenda described in Contractor's Certification submitted herewith.

M. It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one (1) year from the Date of Final Acceptance, unless otherwise specified within the Procurement Documents.

N. The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Owner based on the attached Bid Schedule and qualifying documents.

O. The legal status of the undersigned is (the bidder shall complete the appropriate following subsection (1), (2), or (3) and strike out the other two):

(1) A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom bearing official title of \_\_\_\_\_, whose signature is affixed to this bid, is duly authorized to execute contracts.

If a Foreign Corporation or non-State of Florida Corporation, provide date qualified in State declared above: \_\_\_\_\_(date).

Name and address of agent: \_\_\_\_\_

for service of process: \_\_\_\_\_

(Out of state contractor must also provide name and address of Florida process agent.)

(2) A partnership, all of the members of which, with addresses (designate general partners): If all partners are non-residents of Florida, designate name and address of agent required for service of process located in Florida.

(3) Mr./Ms. \_\_\_\_\_ is the individual whose signature is affixed to this bid

### **BID SCHEDULE**

MOWING OF SELECT HENDRY LABELLE PARK IN HENDRY COUNTY, BID NO.2025-001

PARK	LOCATION	ACRES
Civic Park	800 Jaycees Lions Drive, LaBelle Fl 33935	15
Davis Pratt Park	1287 Lillian Street, LaBelle Fl 33935	14
Forrey Sports Park	785 Forrey Drive, LaBelle Fl 33935	25.33



The award of this contract will be made to the lowest responsive, responsible and qualified bidder at the discretion of the Board based on the attached Bid Schedule and qualifying documents.

**Firm Name:** \_\_\_\_\_

**By (Printed):** \_\_\_\_\_

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

**Title: Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**SECTION VI**  
**GENERAL CONDITIONS (IF APPLICABLE)**

- 6.1 Definitions
- 6.2 Introductory Provisions
- 6.3 Schedules, Reports and Records
- 6.4 Drawings and Specifications
- 6.5 Shop Drawings
- 6.6 Materials, Services and Facilities
- 6.7 Inspection and Testing
- 6.8 Substitutions
- 6.9 Patents
- 6.10 Surveys, Permits and Regulations
- 6.11 Protection of Work, Property and Persons
- 6.12 Supervision and Provision of the Work by Contractor
- 6.13 Changes in the Work
- 6.14 Contract Price and Changes Thereto
- 6.15 Commencement, Time for Completion and Liquidated Damages
- 6.16 Rejection and Correction of Work
- 6.17 Unforeseen Physical and Subsurface Conditions
- 6.18 Suspension of Work, Termination and Delay
- 6.19 Payments to Contractor
- 6.20 Acceptance of Final Payments as Release
- 6.21 Insurance
- 6.22 Contract Security
- 6.23 Assignments
- 6.24 Indemnification
- 6.25 Separate Contracts
- 6.26 Subcontracting
- 6.27 Director's Authority
- 6.28 Land and Rights-of-Way

6.29 Guaranty

6.30 Claims for Adjustments and Disputes

6.31 Miscellaneous Provisions

## **6.1 DEFINITIONS**

6.1.1 Wherever used in the Procurement Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and the plural thereof:

6.1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Procurement Documents, drawings and specifications, by additions, deletions, clarifications or corrections.

6.1.3 AGREEMENT: The written agreement between the Board and Contractor covering the work to be performed (a/k/a Contract); other Procurement Documents are attached to the Agreement.

6.1.4 BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6.1.5 BIDDER: Any person or entity submitting a Bid for the Work.

6.1.6 BOARD: Hendry LaBelle Recreation Board, a governmental body under the authority of the Hendry County Board of County Commissioners and City of LaBelle, for which the Work is to be performed.

6.1.7 CHANGE ORDER: A written order to the Contractor signed by the Board authorizing an addition, deletion or revision in the Work within the general scope of the Procurement Documents, or authorizing an adjustment in the Contract Price or Contract Time issued after execution of the Agreement.

6.1.8 CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Procurement Documents.

6.1.9 CONTRACT TIME: The number of calendar days stated in the Procurement Documents for the completion of the Work.

6.1.10 CONTRACTOR: The person, firm, corporation or entity with whom the Board has executed the Contract.

6.1.11 County: Hendry County, Florida, a governmental body under the authority of the Hendry County Board of County Commissioners, for which the Work is to be performed.

6.1.12 DAY: A calendar day of twenty-four hours measured from midnight to the next midnight

6.1.13 DRAWINGS: The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Director and are referred to in the Procurement Documents.

6.1.14 DEFECTIVE WORK: Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Procurement Documents or does not meet the requirements of any inspection, test or approval or has been damaged prior to approval of final payment. Defective Work shall also include neglected work resulting from Contractor's failure to prosecute the Work in accordance with the Procurement Documents, including any requirements of the progress schedule.

6.1.15 DIRECTOR: The person, firm, corporation, or entity named as such in the PROCUREMENT DOCUMENTS.

6.1.16 FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Director to the Contractor during construction.

6.1.17 MODIFICATION: (a) A written amendment of the Procurement Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by Board, or (d) a written order for a minor change or alteration in the Work. A modification may only be issued after execution of the Agreement.

6.1.18 NOTICE OF AWARD: The written notice by Board to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, Board will enter into an Agreement with him.

6.1.19 NOTICE TO PROCEED: Written communication issued by the BOARD to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

6.1.20 OWNER: See Board.

6.1.21 PROCUREMENT DOCUMENTS: The Contract, Addenda (whether issued prior to the opening of Bids or the execution of the Agreement), Invitation to Bid, Bid Form with Bid Schedule and required qualifying Forms, Scope of Work and Exhibits (including drawings, specifications, and diagrams, as applicable), Submittal instructions, Insurance, General Conditions, Miscellaneous and Special provisions, if any, Specifications and Supplementary Specifications, if any, Technical Specifications, if applicable, Notice of Award, Notice to Proceed, and Change Orders signed after execution of the Agreement.

6.1.22 PROJECT: The undertaking to be performed as provided in the Procurement Documents.

6.1.23 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Board who is assigned to the Project site or any part thereof.

6.1.24 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the WORK shall be fabricated or installed, or which illustrate the equipment, material or some portion of the Work.

6.1.25 SPECIFICATIONS: A part of the Procurement Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship as applied to the Work.

6.1.26 SUBCONTRACTOR: An individual, firm, corporation or other entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

6.1.27 SUBSTANTIAL COMPLETION: That date as certified by the Director when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Procurement Documents, so that the Project or specified part can be utilized for the purposes for which it is intended; or if there be no such certification, the date when final payment is due.

6.1.28 SUPPLEMENTAL AGREEMENT: A WRITTEN AGREEMENT BETWEEN THE Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded Contract; or (2) work that is not within the scope of the originally awarded Contract.

6.1.29 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to General Conditions.

6.1.30 SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

6.1.31 WORK: Any and all obligations, duties and responsibilities necessary for the successful completion of the Project assigned to or undertaken by Contractor under the Procurement Documents, including all labor, its administration and Project superintendence, material, equipment and tools, and all services, incidentals and responsibilities prescribed or implied and the furnishing thereof.

6.1.32 WRITTEN NOTICE: Any notice to any party to the Agreement relative to any part of the Procurement Documents communicated in writing and considered delivered, and the service thereof completed when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative.

## **6.2 INTRODUCTORY PROVISIONS**

6.2.1 CONTRACTOR represents that CONTRACTOR has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Procurement Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and requirements of the Procurement Documents. CONTRACTOR also represents that CONTRACTOR has studied all surveys and investigation reports of subsurface and latent physical conditions and made such additional surveys and investigations as CONTRACTOR deems necessary for the

performance of the Work at the Contract Price in accordance with the requirements of the Procurement Documents and that he has correlated the results of all such data with the requirements of the Procurement Documents.

6.2.2 BOARD and CONTRACTOR shall each receive at least one executed counterpart of the Procurement Documents. BOARD shall furnish CONTRACTOR up to three copies (unless otherwise provided in the Specifications) of the Procurement Documents as are reasonably necessary for the execution of the Work.

6.2.3 Before starting the Work at the site, a pre-construction conference will be held for BOARD and CONTRACTOR to review the Project and discuss procedure. Present at the conference will be DIRECTOR Resident Project Representatives, CONTRACTOR and his Project Supervisor or Superintendent.

6.2.4 The Director shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, as to the manner of performance and rate of progress of the work. The Director shall decide all questions which may arise as to the interpretation of the Specifications of Plans relating to the work. The Director shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

6.2.5 All work and materials furnished shall be in reasonably close conformity with the requirements that are specified in the Contract, Plans, and Specifications. If the Director finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the Plans and Specifications but that the portion of the work affected, will, in his/her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, he will advise the Owner of his/her determination that the affected work be accepted and remain in place. In this event, the Director will document his/her determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Contract price for the affected portion of the work. The Director's determination and recommended Contract price adjustments will be based on good judgment and such tests or retests of the affected work as are in his/her opinion, needed. Changes in the Contract price shall be covered by Contract modifications (change order or supplemental agreement) as applicable. If the Director finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the Plans and Specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Director's written orders. For the purpose of this subsection, the term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the Contract, Plans, and Specifications. The term shall not be construed as waiving the Director's right to assist on strict compliance with the requirements of the Contract, Plans, and Specifications during the Contractor's prosecution of the work, when, in the Director's opinion, such compliance is essential to provide an acceptable finished portion of the work. For the

purpose of this subsection, the term “reasonably close conformity” is also intended to provide the Director with the authority to use good judgment in his/her determinations as to acceptance or work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract, Plans and Specifications. The Director should advise FDEP of the Director’s determinations as to acceptance of work that is not in reasonable close conformity to the Contract, Plans, and Specifications. Change orders or supplemental agreements must bear the written approval of FDEP.

6.2.6 BOARD will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Procurement Documents. BOARD will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

### **6.3 SCHEDULES, REPORTS AND RECORDS**

6.3.1 The CONTRACTOR shall submit to the BOARD such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the Procurement Documents for the Work to be performed.

6.3.2 Within five (5) days after delivery of the executed Agreement by BOARD to CONTRACTOR, CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the Work, including dates at which he will start the various parts of the Work, estimated date of completion of each part and, as applicable:

6.3.2.1 The dates at which special detail drawings will be required; and

6.3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and installation of materials, supplies and equipment.

6.3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the Work.

6.3.4 BOARD reserves the right to conduct an audit of all records pertaining to the project including those of the prime contractor, the subcontractor, or both. Records include, but are not limited to, all books of account, supporting documents, and papers pertaining to the cost of performance of the project work. CONTRACTOR and its subcontractors shall retain all records pertaining to the Contract for a period of not less than three (3) years from the date of the Director’s final acceptance of the project unless a longer period is otherwise specified.

### **6.4 DRAWINGS AND SPECIFICATIONS**

6.4.1 The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the Work in accordance with the Procurement Documents and all incidental Work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the Board.

6.4.2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the DIRECTOR, as necessary to carry out the Work required by the Procurement Documents.

6.4.2.2 The additional drawings and instruction thus supplied will become a part of the Procurement Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.

6.4.3 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

6.4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the DIRECTOR, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

6.4.5 During the entire construction operation, CONTRACTOR shall keep one record of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to BOARD and shall be delivered to the BOARD upon completion of the Project. Record information shall include but not be limited to record dimensions, finished pavement grades, finished elevations or structures, record inverts, etc. The Contractor shall, without additional cost, furnish to the Owner three (3) complete sets of all maintenance manuals, parts lists, and operating instructions covering materials, equipment and installations having moving parts. It is mandatory that all of the aforesaid be delivered at the same time and with the materials, equipment, and installations, so that proper installations and operation can be promptly made.

6.4.6 The CONTRACTOR shall employ a Florida Registered Professional Land Surveyor, Director, architect, and or other appropriate professional as necessary, for the completion of record drawings. Final payment will not be made to the CONTRACTOR until signed and sealed record drawings have been submitted to and approved by BOARD.

## 6.5 SHOP DRAWINGS

6.5.1 The CONTRACTOR shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Procurement Documents. The DIRECTOR shall promptly review all Shop Drawings. The DIRECTOR'S approval of any Shop Drawing shall not release the CONTRACTOR from responsibility for deviations from the Shop Drawings. The approval of any Shop Drawing, which substantially deviates from the requirement of the Procurement Documents shall be evidenced by a Change Order.

6.5.2 When submitted for the DIRECTOR'S review, Shop Drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Procurement Documents.



6.5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the DIRECTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the Director.

## **6.6 MATERIALS, SERVICES AND FACILITIES**

6.6.1 It is understood that, except as otherwise specifically stated in the Procurement Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision and temporary construction of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.

6.6.2 Materials and equipment shall be so stored as to ensure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the DIRECTOR.

6.6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **6.7 INSPECTION AND TESTING**

6.7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Procurement Documents

6.7.2 The BOARD shall provide all inspection and testing services not required by the Procurement Documents.

6.7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the Procurement Documents.

6.7.4 If the Procurement Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the DIRECTOR timely notice of readiness. The CONTRACTOR will then furnish the DIRECTOR the required certificates of inspection, testing or approval.

6.7.5 Inspections, tests or approvals by the DIRECTOR or others shall not relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Procurement Documents.

6.7.6 The DIRECTOR and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

6.7.7 If any Work is covered contrary to the written instructions of the DIRECTOR it must, if requested by the DIRECTOR, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

6.7.8 If the DIRECTOR considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the DIRECTOR'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of the Work in question, furnishing all necessary labor, materials tools and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

6.7.9 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give BOARD prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to BOARD, CONTRACTOR shall bear all costs arising therefrom.

## **6.8 SUBSTITUTIONS**

6.8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Procurement Documents by reference to brand name or catalogue number, and if, in the opinion of the DIRECTOR, such material, article or piece of equipment is of equal substance and function to that specified, the DIRECTOR may approve its substitution in writing and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Procurement Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the Contract Price or Contract Time.

## **6.9 PATENTS**

6.9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the BOARD harmless from loss on account thereof, except that the BOARD shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the DIRECTOR.

## **6.10 SURVEYS, PERMITS, REGULATIONS**

6.10.1 The BOARD shall furnish a survey and establish all base lines and reference points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Procurement Documents. From the information provided by the BOARD, unless otherwise specified in the Procurement Documents, the CONTRACTOR shall develop and make all detail surveys needed for layout and construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

6.10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

6.10.3 Permits and licenses, governmental charges and inspection fees, of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the CONTRACTOR unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the BOARD unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the CONTRACTOR observes that the Procurement Documents are at variance therewith, he shall promptly notify the DIRECTOR in writing, and any necessary changes shall be adjusted.

## **6.11 PROTECTION OF WORK, PROPERTY AND PERSONS**

6.11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify BOARD of adjacent utilities when prosecution of the Work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the Procurement Documents or to the acts or omissions of the BOARD or the DIRECTOR or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

6.11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DIRECTOR or BOARD, shall act to prevent threatened damage, injury or loss. He will give the DIRECTOR prompt Written Notice of any significant changes in the Work or deviations from the Procurement Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

6.11.4 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to BOARD.

## **6.12 SUPERVISION AND PROVISION OF THE WORK BY CONTRACTOR**

6.12.1 The CONTRACTOR will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction, and shall be responsible to see that the finished Work complies accurately with the Procurement Documents. The CONTRACTOR will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

6.12.2 CONTRACTOR shall provide adequate, competent, suitable, qualified personnel to perform the Work. CONTRACTOR shall at all times maintain good discipline and order at the sites, and conduct the Work in a manner which shall protect the health and safety of personnel, the public, the Work, and property.

6.12.3 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinance, permits, or the requirements of the Procurement Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.12.4 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, or subject any part of the Work to stresses or pressures that will endanger same.

6.12.5 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.12.6 All materials and equipment shall be new, except as otherwise provided in the Procurement Documents. If required by BOARD, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Procurement Documents.

6.12.7 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by BOARD. CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Procurement Documents.

### **6.13 CHANGES IN THE WORK**

6.13.1 The BOARD may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Procurement Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

6.13.2 The director reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alteration shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work or cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work.

If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Director may determine to be fair and equitable. If the alternations or changes in quantities do not significantly change the character of the work performed under the contract, the altered work will be paid for as provided elsewhere in the

contract. The term “significant change” shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind of nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of the original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

6.13.3 The DIRECTOR also, may at any time, by issuing a Field Order, make changes in the details of the Work. The CONTRACTOR shall proceed with the performance of any changes in the Work so ordered by the DIRECTOR unless the CONTRACTOR believes that such Field Order entitles him to a change in Contract Price or Contract Time, or both, in which event he shall give the DIRECTOR Written Notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in the Contract Price or Contract Time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed Change Order or further instruction from the BOARD.

6.13.4 During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed. Upon written notification, the Director will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The director will notify the contractor of the determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

6.13.5 If the performance of all or any portion of the work is suspended or delayed by the Director in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Director in writing a request for an adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Director will evaluate the contractor's request. If the director agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault

of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Director will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Director determination whether or not an adjustment of the contract is warranted. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

#### **6.14 CONTRACT PRICE AND CHANGES THERETO**

6.14.1 The Contract price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expenses without change in the Contract Price.

6.14.2 The Contract Price may be changed only by a written Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

6.14.2.1 Unit prices previously approved;

6.14.2.2 An agreed lump sum; and

6.14.2.3 The actual cost for labor, directed overhead, materials, supplies, equipment and other services necessary to complete the Work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

#### **6.15 COMMENCEMENT, TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

6.15.1 All time limits stated in the Procurement Documents are of the essence of the Agreement.

6.15.2 The Contract Time will commence to run on the thirtieth (30) day after the day on which the executed Agreement is delivered by BOARD to CONTRACTOR; or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed or if not specified therein within fifteen (15) consecutive calendar days after issuance of the Notice to Proceed.

6.15.3 The Contract Time may only be changed by Change Order.

6.15.4 The date of beginning and the time for completion of the Work are essential conditions of the Procurement Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

6.15.5 The CONTRACTOR will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the CONTRACTOR and the BOARD, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic

conditions and other factors prevailing in the locality of the Work. Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount....Daily Charge per Calendar Day

\$50,000 and under \$1,015

Over \$50,000 but less than \$250,000 .....\$1,045

\$250,000 but less than \$500,000 .....\$1,170

\$500,000 but less than \$2,500,000..... \$1,690

\$2,500,000 but less than \$5,000,000..... \$2,579

\$5,000,000 but less than \$10,000,000 .....\$3,756

\$10,000,000 but less than \$15,000,000 .....\$4,344

\$15,000,000 but less than \$20,000,000..... \$5,574

\$20,000,000 & over \$10,203 plus 0.00005 of any amount over \$20 million (Round to the nearest whole dollar)

For all contracts, regardless of whether the contract time is stipulated in calendar days, the Director will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work with the time stipulated in the contract, or within such extra time that the Owner may have granted the Contract or, in case of his default, the surety shall pay to the Owner, not as penalty, but as liquidated damages, the amount so due according to the above schedule for each calendar day in which the work is not completed. The Owner has the right to apply, as payment on such liquidated damages, any money the Owner owes the Contractor. The Owner does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions. In the case of a default of the Contract and the completion of the work by the Owner, the Contractor and his surety are liable for the liquidated damages for any delay in the final completion of the Owner's performance of the work due to any unreasonable action or delay on the part of the Owner.

6.15.6 If the CONTRACTOR shall fail to complete the Work within the Contract Time, or extension of time granted by the BOARD, then the CONTRACTOR will pay to the BOARD the amount for liquidated damages as specified in the Agreement for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Procurement Documents.

6.15.7 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the CONTRACTOR has promptly given Written Notice of such delay to the BOARD or DIRECTOR:

6.15.7.1. To any preference, priority or allocation order duly issued by the BOARD;



6.15.7.2.To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of a public enemy, acts of the BOARD, acts of another CONTRACTOR in the performance of a contract with the BOARD, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; or

6.15.7.3To any delays of Subcontractors occasioned by any of the causes specified in Sections 6.15.7.1 and 6.15.7.2.

6.15.7.4To any increased work due to overruns in the original Contract items, new work items or unforeseen work.

## **6.16 REJECTION AND CORRECTION OF WORK**

6.16.1 BOARD has authority to disapprove or reject Defective Work.

6.16.2 The CONTRACTOR shall promptly remove from the premises all Work rejected by the DIRECTOR for failure to comply with the Procurement Documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the Work in accordance with the Procurement Documents and without expense to the BOARD and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

6.16.3 All removal and replacement Work shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the BOARD may remove such Work and store the materials at the expense of the CONTRACTOR.

6.16.4 If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors for labor, materials or equipment, BOARD may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of BOARD to stop the Work shall not give rise to any duty on the part of the BOARD to exercise this right for the benefit of CONTRACTOR or any other party.

6.16.5 If CONTRACTOR does not correct defective Work or remove and replace such rejected Work within a reasonable time, all as specified in a written notice from BOARD, BOARD may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and shall also bear the expenses of making good all Work of others destroyed or damaged by such correction, removal or replacement of the defective Work.

6.16.6 If, instead of requiring correction or removal and replacement of defective Work, BOARD may elect to accept the Work, as is. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Procurement Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs

after approval of the final payment, an appropriate amount shall be paid by CONTRACTOR to BOARD.

#### **6.17 UNFORESEEN PHYSICAL and SUBSURFACE CONDITIONS**

6.17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the BOARD by Written Notice of the following:

6.17.1.1 Subsurface or latent physical conditions on the site differing materially from those indicated in the Procurement Documents; and

6.17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Procurement Documents.

6.17.1.3 The BOARD shall promptly investigate the conditions, and if it finds that such conditions do so materially differ and cause an increase or decrease in the scope of, cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Procurement Documents shall be modified by a Change Order. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given written notice to the Board of the condition in a timely manner; provided that the BOARD may, if it determines the facts so justify, consider and adjust any such assertion before the date of final payment

#### **6.18 SUSPENSION OF WORK, TERMINATION AND DELAY**

6.18.1 The BOARD may, at any time without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days, or such further time as agreed upon by the CONTRACTOR, by Written Notice to the CONTRACTOR which shall fix the date on which Work shall be resumed. The CONTRACTOR will resume that Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

6.18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the DIRECTOR, or if he otherwise violates any provision of the Procurement Documents, then the BOARD may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project, and of all materials, equipment, tools, construction equipment and machinery, thereon owned by the CONTRACTOR, and finish the Work by whatever method he may deem expedient. In such case the

CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the BOARD. Such costs incurred by the BOARD will be determined by the DIRECTOR and incorporated in a Change Order.

6.18.3 Where the CONTRACTOR'S services have been so terminated by the BOARD, said termination shall not affect any right of the BOARD against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the BOARD due the CONTRACTOR will not release the CONTRACTOR from compliance with the Procurement Documents.

6.18.4 After ten (10) days from delivery of a Written Notice to the CONTRACTOR, the BOARD may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable profit.

6.18.5 If through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the BOARD or under an order of court or other public authority, or the DIRECTOR fails to act on any request for payment within thirty (30) days after it is submitted or the BOARD fails to pay the CONTRACTOR substantially the sum approved by the DIRECTOR, then the CONTRACTOR may, after ten (10) days from delivery of a Written Notice to the BOARD and the DIRECTOR, terminate the CONTRACT and recover from the BOARD payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the DIRECTOR has failed to act on a request for payment or if the BOARD has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days Written Notice to the BOARD and the DIRECTOR stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.

6.18.6 If the performance of all or any portion of the Work is suspended, delayed or interrupted as a result of a failure of the BOARD or DIRECTOR to act within the time specified in the Procurement Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the BOARD or DIRECTOR.

## **6.19 PAYMENTS TO CONTRACTOR**

6.19.1 At least ten (10) days before each progress payment falls due (but not more than once a month), the CONTRACTOR will submit to the DIRECTOR a partial payment estimate (payment request) filled out and signed by the CONTRACTOR covering the Work performed during the period

covered by the partial payment estimate and supported by such data as the DIRECTOR may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the BOARD, as will establish BOARD'S title to the material and equipment and protect its interest therein, including applicable insurance. The DIRECTOR will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his verification of work progression and approval of payment, and process same pursuant to Section 4.18; or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. Upon Director's approval, the payment estimate shall be processed for Hendry LaBelle recreation Boards approval according to the terms and timelines expressed in Section 4.18. The BOARD will, within ten (10) days of Hendry LaBelle Recreation approval, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The BOARD shall retain five (5) percent of the amount of each payment until final completion and acceptance of all Work covered by the Procurement Documents. On completion and acceptance of a part of the Work on which the price is stated separately in the Procurement Documents, payment may be made in full, including retained percentages, less authorized deductions.

6.19.2 After the Board's first payment, each subsequent payment estimate (payment request) shall include Contractor's Affidavit stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR'S obligations with respect to the work, materials and equipment represented in prior payment requests. Prior to payment for any period in which a "Notice to Owner" on file has not been fully released, Contractor shall submit (a) a consent of surety to such payment, or (2) a partial release of lien from the party or parties giving said Notice, satisfactory to Board, certifying that all payrolls, material bills, and other indebtedness incurred by Contractor and Subcontractor(s), if any, in connection with the construction of the project have been paid in full through the date of the last payment request. No releases of lien shall be required if Contractor provides written consent of surety for the subject payment.

6.19.3 The request for payment may include an allowance for the cost of major materials and equipment which are suitably stored at or near the site.

6.19.4 Board's approval of any payment request will constitute a representation that the work has progressed to the point indicated; that, to the best of DIRECTOR'S knowledge, information and belief, the quality of the work is in accordance with the Procurement Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Procurement Documents and any qualifications stated in his approval); and that CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment BOARD will not thereby be deemed to have represented that BOARD made exhaustive or continuous on-site inspections to check the quality or the quantity of the work, or that BOARD has reviewed the means, methods, techniques, sequences and procedures of construction, or that BOARD has made any examination to ascertain how or for what purpose

CONTRACTOR has used the monies paid or to be paid to him on account of the Contract Price, or that title to any work, materials or equipment has passed to BOARD free and clear of any liens.

6.19.5 BOARD may refuse to approve the whole or any part of any payment if, in its opinion, it would be incorrect. BOARD may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in its opinion to protect BOARD from loss because:

6.19.5.1 The work is defective, or completed work has been damaged requiring correction or replacement;

6.19.5.2 Claims or liens have been filed or there is reasonable cause to believe such may be filed;

6.19.5.3 The Contract Price has been reduced because of modifications;

6.19.5.4 BOARD has been required to correct defective or incomplete work; or

6.19.5.5 CONTRACTOR'S unsatisfactory performance of the work, including failure to furnish acceptable document submittal or to clean up.

6.19.6 Upon written notice from CONTRACTOR that the Project is complete, Director will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

6.19.7 On or before the date specified for Substantial Completion in the Agreement, CONTRACTOR shall, in writing to BOARD, certify that the entire Project is substantially completed and request that BOARD issue a Certificate of Substantial Completion. Within a reasonable time thereafter, DIRECTOR and CONTRACTOR shall make an inspection of the Project to determine the status of completion. If DIRECTOR does not consider the Project substantially complete, DIRECTOR will notify CONTRACTOR in writing giving his reasons therefore. If BOARD considers the Project substantially complete, BOARD will prepare a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion and the responsibilities between BOARD and CONTRACTOR for maintenance. There shall be attached to the Certificate, a tentative list of items to be completed or corrected before final payment, and the Certificate shall fix the time within which such items shall be completed or corrected, said time to be within the Contract Time.

6.19.8 If no date is specified for Substantial Completion in the Agreement and there is no requirement therefor, CONTRACTOR may nevertheless request a Certificate of Substantial Completion, within a reasonable time before the end of the Contract Term, according to the terms of the preceding paragraph, or CONTRACTOR may make application for final payment provided that CONTRACTOR has completed all requirements of the Procurement Documents.

6.19.8.1 CONTRACTOR'S application for final payment shall contain verification that all maintenance and operating instructions, schedules, guarantees, certificates of inspection, record drawings and other items required by the Procurement Documents have been delivered to BOARD.

6.19.8.2 CONTRACTOR'S application for final payment shall attach written consent of surety to the final payment and a complete and legally sufficient Final Release and Waiver of all Liens (satisfactory to DIRECTOR) arising out of the Procurement Documents and the labor and services performed by the CONTRACTOR, and the material and equipment furnished thereunder by CONTRACTOR. CONTRACTOR shall attach an affidavit verifying that all labor, services, materials and equipment for which a lien could be filed, and that all payrolls, materials and equipment bills, and other indebtedness connected with the Work for which BOARD or its property might in any way be responsible have been paid or otherwise satisfied.

6.19.9 DIRECTOR shall approve CONTRACTOR'S application for final payment, if, on the basis of his observation and review of the work during construction, his final inspection and his review of the application for final payment all as required by the Procurement Documents DIRECTOR is satisfied that the work has been completed and CONTRACTOR has fulfilled all of his obligations under the Procurement Documents. Otherwise, DIRECTOR will return the application to CONTRACTOR indicating in writing his reasons for refusing to approve final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application.

6.19.10 DIRECTOR shall indicate his approval for final payment and acceptance of the work in a certificate attached to CONTRACTOR'S final payment request, and forward same to the Hendry LaBelle Recreation Board for approval and acceptance of the work. The entire balance found to be due the CONTRACTOR, including the retained percentages, except such sums as may be lawfully retained by the BOARD, shall be paid to the CONTRACTOR within thirty (30) days of Director's approval of CONTRACTOR'S application for final payment. CONTRACTOR shall furnish BOARD a Contractor's Affidavit to Owner prior to BOARD'S release of final payment.

6.19.11 If after Substantial Completion of the work, final completion is materially delayed through no fault of CONTRACTOR, BOARD shall, without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed is less than the retainage stipulated in the Agreement, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the BOARD prior to approval of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

6.19.12 CONTRACTOR'S obligation to perform the work and complete the Project in accordance with the Procurement Documents shall be absolute. Neither approval of any progress or final payment by BOARD, nor the issuance of a certificate of Substantial Completion, nor any payment by BOARD to CONTRACTOR under the Procurement Documents, nor any use or occupancy of the Project or any part thereof by BOARD, nor any act or acceptance by BOARD nor any failure to do so,

nor any correction of defective work by BOARD shall constitute an acceptance of work not in accordance with the Procurement Documents.

6.19.13 The BOARD shall have the right to enter the premises for the purpose of doing Work not covered by the Procurement Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the BOARD.

6.19.14 Prior to Substantial Completion of the Project, BOARD may request CONTRACTOR in writing to permit it to use a specified part of the Project which is complete or substantially complete and which BOARD believes may be used without significant interference with construction of the other parts of the Project. If CONTRACTOR agrees, CONTRACTOR will certify to BOARD that said part of the Project is substantially complete and request BOARD to issue a certification of Substantial Completion for that part of the Project. Within a reasonable time thereafter BOARD and CONTRACTOR shall make an inspection of that part of the Project to determine its status of completion. If BOARD does not consider that it is substantially complete, BOARD will notify CONTRACTOR in writing giving the reasons therefore. If BOARD considers that part of the Project to be substantially complete, BOARD will execute to a certificate to that effect fixing the date of Substantial Completion as to that part of the Project, attaching thereto a tentative list of items to be completed or corrected before final payment and a statement fixing the responsibility between BOARD and CONTRACTOR for maintenance and utilities as to that part of the Project. BOARD shall have the right to exclude CONTRACTOR from any part of the Project which is so certified to be substantially complete, but shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.19.15 BOARD shall have the right to exclude CONTRACTOR from the Project after the date of Substantial Completion, but BOARD shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.19.16 The CONTRACTOR will indemnify and save the BOARD or the BOARD'S agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. Prior to being entitled to a progress payment from the Board the CONTRACTOR shall (a) provide the Board with written consent of surety to such payment, or (b) furnish satisfactory evidence from subcontractors and materialmen providing Notice to Owner as specified herein that all obligations of the nature designated above have been paid, discharged or waived. If the CONTRACTOR fails to do so, the BOARD may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the Procurement Documents, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the BOARD to the CONTRACTOR, his surety, or any third

party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the BOARD shall be considered as a payment made under the Procurement Documents by the BOARD to the CONTRACTOR and the BOARD shall not be liable to the CONTRACTOR for any such payments made in good faith.

6.19.17 The CONTRACTOR shall indemnify, defend, save and hold harmless the BOARD and, if applicable, the FLORIDA DEPARTMENT OF TRANSPORTATION and all of their officers, agents, or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONTRACTOR, its officers, agents, or employees.

## **6.20 ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

6.20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the BOARD of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for things done or furnished in connection with this Work and for every act and neglect of the BOARD and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Procurement Documents, guarantee.

## **6.21. INSURANCE**

A. Commercial General Liability: CONTRACTOR shall have and maintain throughout the duration of the Contract Commercial General Liability (CGL) Insurance with limits of at least \$500,000 each person/each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of at least \$1,000,000. Products and completed operations aggregate shall be no less than \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

B. Business Automobile Liability: CONTRACTOR shall have and maintain throughout the duration of the Contract Business Automobile Liability Insurance with limits of at least \$1,000,000 each person/each accident for bodily injury and property damage liability arising out of any auto (including owned, hired and non-owned autos). Contractual liability coverage shall be provided.

C. Workers Compensation: CONTRACTOR shall have and maintain throughout the duration of the Contract Worker's Compensation Insurance in accordance with State law and Employer's Liability coverage with a limit of at least \$1,000,000 each accident, \$500,000 each employee, and \$500,000 policy limit for disease. In case any work is subcontracted, CONTRACTOR shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR.



D. Certificates of Insurance: Hendry County must be named as an additional insured on all policies except Workers' Compensation. The city of LaBelle must be named as an additional insured on all policies except Workers' Compensation. Hendry LaBelle Recreation must be named as an additional insured on all policies except Workers' Compensation. CONTRACTOR must provide valid certificates of insurance to the Board for all policies. CONTRACTOR will be required to provide the Board, as an additional insured, with thirty (30) days' written notice prior to the cancellation, modification or non-renewal of the policies.

## **6.22 CONTRACT SECURITY**

6.22.1 The surety company shall indemnify and provide defense for the BOARD when called upon to do so for all claims or suits against the BOARD by third parties pertaining to CONTRACTOR payment or performance issues arising out of the Contract where the CONTRACTOR has failed to timely do so. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements or change orders.

## **6.23 ASSIGNMENTS**

6.23.1 Neither the CONTRACTOR nor the BOARD shall sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof or of his right, title or interest therein, or its obligations thereunder, without written consent of the other party.

## **6.24 INDEMNIFICATION**

6.24.1 The CONTRACTOR will indemnify and hold harmless the BOARD and the DIRECTOR and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

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

6.24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the DIRECTOR, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or specifications.

## **6.25 SEPARATE CONTRACTS**

6.25.1 The BOARD reserves the right to let other contracts in connection with this Project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the CONTRACTOR'S Work depends upon the Work of any other contractor, the CONTRACTOR shall inspect and promptly report to the DIRECTOR any defects in such Work that render it unsuitable for such proper execution and results.

6.25.2 The BOARD may perform additional Work related to the Project by itself, or it may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other contractors who are parties to such contracts (or the BOARD, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

6.25.3 If the performance of additional Work by other contractors or the BOARD is not noted in the Procurement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work. If the CONTRACTOR believes that the performance of such additional Work by the BOARD or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in the Procurement Documents.

## **6.26 SUBCONTRACTING**

6.26.1 The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the Work which under normal contracting practices, are performed by specialty Subcontractors.

6.26.2 The CONTRACTOR shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the BOARD.

6.26.3 The CONTRACTOR shall be fully responsible to the BOARD for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, to the extent he is liable for the acts and omissions of persons directly employed by him.

6.26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of the Procurement Documents insofar as applicable to the Work of Subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the BOARD may exercise over the CONTRACTOR under any provision of the Procurement Documents.

6.26.5 Nothing contained in the Procurement Documents shall create a contractual relationship between BOARD and Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of BOARD to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. BOARD may furnish to any Subcontractor or other person or

organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done in accordance with the Procurement Documents.

6.26.6 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

#### **6.27 DIRECTOR'S AUTHORITY**

6.27.1 The DIRECTOR shall act as the BOARD'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Procurement Documents in a fair and unbiased manner. The DIRECTOR will make visits to the site and determine if the Work is proceeding in accordance with the Procurement Documents.

6.27.2 The CONTRACTOR will be held strictly to the intent of the Procurement Documents in regard to the quality of materials, workmanship and execution of the Work. Director may make inspections at the factory or fabrication plant of the source of material supply.

6.27.3 The DIRECTOR will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

6.27.4 The DIRECTOR shall promptly make decisions relative to interpretation of the Procurement Documents.

#### **6.28 LAND AND RIGHTS-OF-WAY**

6.28.1 Prior to issuance of Notice to Proceed, the BOARD shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Procurement Documents, unless otherwise mutually agreed.

6.28.2 The BOARD shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

6.28.3 The CONTRACTOR shall provide at his own expense and without liability to the BOARD any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

#### **6.29 GUARANTY**

6.29.1 The CONTRACTOR warrants and guarantees to BOARD all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The BOARD will give notice of observed defects with

reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other Work that may be made necessary by such defects, the BOARD may do so and charge the CONTRACTOR the cost thereby incurred.

6.29.2 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to BOARD at the time of payment free and clear of all liens, claims, security interests and encumbrances.

**6.30 CLAIMS FOR ADJUSTMENTS AND DISPUTES.** If for any reason the Contractor deems that additional compensation is due him for work or materials not provided for in the Contract, Plans, or specifications or previously authorized as extra work, he shall notify the director in writing of his/her intention to claim such additional compensation before he begins the work on which he bases the claim. If such notification is not given or the Director is not afforded proper opportunity by the Contractor for keeping strict account of actual accost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Director has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit his/her written claim to the Director who will present it to the Owner for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

### **6.31 MISCELLANEOUS PROVISIONS**

6.31.1 Whenever any provision of the Procurement Documents requires the giving of Written Notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the entity for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

6.31.2 When any period of time is referred to in the Procurement Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday, or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

6.31.3 All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

6.31.4 All specifications, drawings and copies thereof furnished by BOARD shall remain its property. Same shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the BOARD on request upon completion of the Project.

6.31.5 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR and the rights and remedies available to BOARD hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Procurement Documents. Should BOARD or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

6.31.6 When operating in or adjacent to a railroad right-of-way CONTRACTOR shall notify the railroad company as directed on the Plans, and the BOARD at least 72 hours before beginning such operation, including any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing and any other work that may affect railroad operations or property.

## SECTION VII

### MISCELLANEOUS

**A. No Lobbying:** All respondents are hereby placed on notice that any communication, whether written or oral, with Hendry County elected officials or any Board staff or outside individuals working with the Board in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bids, proposals, qualifications and/or any other solicitation released by the Board. To do so is grounds for immediate disqualification from the selection process. All respondents must submit the attached No Lobbying Acknowledgement with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Acknowledgement will be automatically disqualified from further consideration.

NOTE: For respondents' convenience, this certification form is attached and made a part of the procurement package.

**B. Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any Commissioner, Board employee or Board representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

**C. Modifications:** The Board reserves the right to modify, alter or change the scope or other aspects of this solicitation.

**D. Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.

**E. Public Entity Crime Affidavit:** As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any Public Entity, and may not transact business with any Public Entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Board within 30 days after a conviction of a Public Entity Crime applicable to that person or to an affiliate of that person.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

**F. Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Hendry County Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any Board officer, employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries. NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

**G. Immigration Laws:** Respondents must comply with all applicable immigration laws in their employment practices.

NOTE: For respondents' convenience, this affidavit is attached and made a part of the procurement package.

**H. Tie Proposals:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and cost of service are received by the Board for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors has a drug-free workplace program.

NOTE: For respondents' convenience, this affidavit is enclosed and made a part of the procurement package.

## SECTION VIII

### **GENERAL NOTES AND SPECIFICATIONS**

**A. Pre-construction meeting:** A Pre Construction Conference shall be held at the Hendry LaBelle Recreation Board, 310 West Cowboy Way, LaBelle, Florida, 33935 prior to issuance of a NOTICE TO PROCEED.

**B. Reference documents:**

1. Any work category not included in this document shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, January 2021 Edition, hereinafter referred to as the Standard Specification.

2. Method of Measurement and Basis of Payment shall be based on the bid tabulation attached.

**C. Examination of Site:** It shall be the responsibility of the prospective bidder to visit the project site and make such examinations and explorations as may be necessary. Any unusual conditions which may give rise to later contingencies should be brought to the attention of the Board and its Director prior to the time of the submission of the Proposal.

**D. Final payment:** will be based on actual units of measure as measured in the field. This will include all the line items specified in the scope of work above.

**E. Default:** If the Contractor fails to perform the Contract terms and conditions, fails to begin the work within the time specified, fails to perform the work with sufficient workmen, equipment or materials to assure the prompt completion of the Contract, performs the work unsuitably, neglects or refuses to remove materials, refuses to perform work anew, fails to comply with Contract requirements, or if the Contractor's performance, under the Contract, becomes unsatisfactory in the opinion of the Board, the Board will give notice, in writing, to the Contractor stating the nature of the failure to perform and providing time certain to correct the failure.

If the Contractor, within the period of time described in the notice, shall not proceed to correct the conditions, of which complaint is made, the Board will have full power and authority, without violating the Contract to take back authority of the work, out of the hands of the Contractor, and to declare the Contract in default.



## **SECTION IX**

### **LOCAL PREFERENCE**

Unless prohibited by Federal or State Statute restrictions, Hendry LaBelle Recreation may grant a purchase preference for local vendors and businesses as authorized by Hendry County Code of Ordinances, Article XI., Purchase Preference for Local Vendors and Businesses.

This project is not being completed with State or Federal funding; therefore, local vendor preference **WILL** apply to this solicitation

**BID NO. 2025-001**

## CONTRACTOR'S AFFIDAVIT

## CONTRACTOR'S AFFIDAVIT

I have carefully examined this solicitation, which includes scope, requirements for submission, general information and the evaluation and award process.

I acknowledge receipt of the following addenda.

Addendum # \_\_1\_\_ Date: 10/24/2025

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ A

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

I hereby propose to provide the services requested in the solicitation and, if awarded the project, to enter into a contract with the Board. I agree that the terms and conditions of the solicitation shall take precedence over any conflicting terms and conditions submitted with my response and agree to abide by all conditions of the solicitation, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the Board may not accept the response due to any exceptions.

I certify that all information contained in my response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

Name of Business

Mailing Address

, State &amp; Zip Code

Authorized Signature

Telephone Number/Fax Number

Name &amp; Title, Printed

Email Address

State of Florida Board of \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

Signature of Notary Public – State of Florida

**ATTACHMENT 2**

**BID No. 2025-001**

**COMPLETED PROJECTS**

1. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

2. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date \_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

3. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

4. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date \_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

5. Project Title and Location \_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date \_\_\_\_\_

Actual Completion Date \_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

**ATTACHMENT 3**

**BID No. 2025-001**

**CURRENT PROJECTS**

1. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

2. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

3. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

4. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

5. Project Title and Location\_\_\_\_\_

Your Contract Amount \_\_\_\_\_

Contractor or Sub \_\_\_\_\_

Required Completion Date\_\_\_\_\_

Actual Completion Date\_\_\_\_\_

Owner's Contact's Name, Address & Phone Number \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A**

**BID No. 2025-001**

**NO LOBBYING ACKNOWLEDGEMENT**

\_\_\_\_\_ is the authorized representative of  
\_\_\_\_\_

(Name of contractor, firm or individual)

vendor to the subject solicitation issued by Hendry LaBelle Recreation. The vendor and any of its agents agrees to abide by the Hendry LaBelle Recreation no lobbying restrictions in regard to this solicitation.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**ATTACHMENT B**

**BID No. 2025-001**

**ANTI-COLLUSION & NO GIFTS AFFIDAVIT**

STATE OF FLORIDA County OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the authorized representative of \_\_\_\_\_ (name of respondent) and certifies as true the following statements.

Anti-collusion statement: The respondent has not divulged to, discussed, or compared his/her/its submission with other respondents and has not colluded with any other respondent or party to the solicitation whatsoever.

No gifts statement: The respondent understands that no rebates, gifts, gratuities or offers of employment are permitted with, prior to, or after the submission. Any such violation will result in rejection of the submission and removal from the procurement list(s).

\_\_\_\_\_ Affiant

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

(stamp)

\_\_\_\_\_  
Signature of Notary Public State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



## **ATTACHMENT C**

**BID No. 2025-001**

### **PUBLIC ENTITY CRIME AFFIDAVIT**

Public Entity Crime Affidavit: As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.133 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 HENDRY County, FLORIDA

by: \_\_\_\_\_

(print individual's name and title)

for: \_\_\_\_\_

(print name of entity submitting sworn statement) whose business address is:

\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of 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 an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 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 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.

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 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 PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 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 Page 69 of 82 PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_

Affiant

STATE OF FLORIDA County OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_.

\_\_\_\_\_ Signature of Notary Public State of Florida

(stamp)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT D**

**BID No. 2025-001**

**CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT**

STATE OF FLORIDA County OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the authorized representative of \_\_\_\_\_ (Name of contractor, firm or individual) and certifies as true the following statements:

For purposes of determining any possible conflict of interest, all respondents must disclose if any Hendry County Board of County Commissioners' employee(s), elected official(s), or any of its agents is also an owner (5% or greater interest), corporate officer, director, employee, agent, etc., of their business.

Indicate either "yes" (a Board employee, elected official or agent is associated with your business) or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

Name(s)

Position(s)


\_\_\_\_\_  
Affiant

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

(stamp)

\_\_\_\_\_  
Signature of Notary Public State of Florida

**ATTACHMENT E**

**BID No. 2025-001**

**IMMIGRATION LAW AFFIDAVIT**

Hendry County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Hendry County may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

\_\_\_\_\_ being first duly sworn, deposes and says that he/she is the authorized representative of \_\_\_\_\_

(Name of contractor, firm or individual)

and certifies as true that this business is fully compliant with all applicable immigration laws, specifically relating to the INA and subsequent amendments.

STATE OF FLORIDA County OF \_\_\_\_\_

\_\_\_\_\_  
Affiant

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

(stamp)

\_\_\_\_\_  
Signature of Notary Public State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT F**

**BID No. 2025-001**

**DRUG-FREE WORKPLACE AFFIDAVIT**

THE BELOW SIGNED respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services associated with this project a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services associated with this project, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

STATE OF FLORIDA County OF \_\_\_\_\_

\_\_\_\_\_  
Affiant

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_.

(stamp)

\_\_\_\_\_  
Signature of Notary Public State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**EXCEPTIONS TO SOLICITATION**

Each respondent may submit this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if respondent is unable to supply the specified item or chooses to provide the specified item in an alternative manner. The Board shall be the sole judge of a proposed substitution equivalency.

<u><b>Specification</b></u>	<u><b>Page</b></u>	<u><b>Item</b></u>	<u><b>Not Available/Explanation</b></u>
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**AFFIDAVIT CONCERNING BOYCOTTS OF ISRAEL**

As provided in Florida Statute 287.135, a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the Board for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the Board.

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE 287.135(5)

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 HENDRY County, FLORIDA

by: \_\_\_\_\_

(print individual's name and title)

for: \_\_\_\_\_

(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_.

2. I understand that a company that, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract with the Board for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute 215.4725, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with the Board.

3. 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.)

The entity is not participating in a boycott of Israel.

The entity is participating in a boycott of Israel.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

• \_\_\_\_\_

Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021. Personally known \_\_\_\_\_ OR Type of Identification Produced: \_\_\_\_\_



\_\_\_\_\_

Notary Public – State of Florida My Commission Expires: \_\_\_\_\_

SEAL OR STAMP

**LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY**

STATE OF FLORIDA County OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says as follows:

1. I am the \_\_\_\_\_ [Title] and duly authorized representative of \_\_\_\_\_ and

[Name of Business]

I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

2. Affiant affirms that \_\_\_\_\_ is a Local

[Name of Business]

Business as defined by the Hendry County Code of Ordinances Section 1-2-182. Said section provides as follows: "Local business means (i) the vendor has its headquarters located in the County; (ii) the vendor has a permanent place of business located in the County where it will produce the goods or perform the services to be purchased; or (iii) owners of 25% or more of the business live in, have a permanent residence in, and pay real estate taxes in the County." A vendor who misrepresents their status as a local business will be barred from providing goods or services for the County for a period of three years.

Please provide the following information for the business: Check all that apply:

\_\_\_\_\_ Headquarters are located in Hendry County

Year business headquarters established in Hendry County: \_\_\_\_\_

Street address of business headquarters: \_\_\_\_\_

\_\_\_\_\_ Vendor has a permanent place of business located in the County where it will produce the goods or perform the services to be purchased.

Year place of business established in Hendry County: \_\_\_\_\_

Street address of place of business in Hendry County: \_\_\_\_\_

\_\_\_\_\_ Owner(s) of 25% or more of the business live in, have a permanent residence in, and pay real estate taxes in Hendry County. Name(s) of owner(s) who qualifies: \_\_\_\_\_

Portion of the business owned by the owner(s) identified: \_\_\_\_\_

% Residence address(es) of owner(s) who qualifies: \_\_\_\_\_

\_\_\_\_\_

If requested by the Board, the business will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in the business not being eligible for the Local Vendor Preference.

\_\_\_\_\_

Affiant

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_.

\_\_\_\_\_

(stamp)

Signature of Notary Public State of Florida

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT J**

**Bid No. 2025-001**

**EQUIPMENT LIST**

Quantity	Equipment Description	Make	Model	Year	General Condition

**Bid No. 2025-001**

**ATTACHMENT K**  
**SUBCONTRACTOR LIST**



**EXHIBIT “A”**

**BID No. 2025-001**

**FORREY PARK MOWING MAP**

**NEXT PAGE**





**EXHIBIT “B”**

**BID No. 2025-001**

**CIVIC PARK MOWING MAP**

**NEXT PAGE**





**EXHIBIT “C”**

**BID No. 2025-001**

**DAVIS PRATT PARK MOWING MAP (1)**

**NEXT PAGE**





**EXHIBIT “D”**

**BID No. 2025-001**

**DAVIS PRATT PARK MOWING MAP (2)**

**NEXT PAGE**



